

# 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, November 16, 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 AB361 and recommendation of the Monterey County Health Officer, 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](http://www.youtube.com/c/MontereyCountyTV) or <https://www.facebook.com/MontereyCoInfo/>**

**If you attend the Board of Supervisors meeting in person, it is recommended 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](mailto: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.**

**Aviso importante sobre COVID 19**

Según AB361 y la recomendación del Oficial de Salud del Condado de Monterey, 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](http://www.youtube.com/c/MontereyCountyTV) o <https://www.facebook.com/MontereyCoInfo/>

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

2. Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer 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](mailto: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.**

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 AB361 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: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Units F, H and J
  - c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.
  - d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) *Landwatch Monterey County, et al. v. County of Monterey, et al.* (Monterey County Superior Court Case No. M109434)
    - (2) *County of Monterey, et al. v. Amerisourcebergen Drug Corp., et al.* (United States District Court, Northern District Case No. 18CV02693)
    - (3) *Ida Ward, et al. v. County of Monterey, et al.* (Monterey County Superior Court Case No. 21CV002874)

(4) *County of Monterey dba Natividad Medical Center, et al. v. Kaiser Foundation Health Plan, Inc., et al.* (Monterey County Superior Court Case No. 19CV001823)

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

f. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.

(1) Ellen Hatcher and Mark Sumners

(2) John Thomas Hutchinson

(3) Lewis Butler

(4) Albert D. Colton

(5) Andrew Baudour

(6) Augustine Ybarra

### **Public Comments for Closed Session**

### **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 recognizing San Antonio School District for being accepted into the National Network of Innovative School Districts. (Supervisor Lopez)

**Attachments:**     [Ceremonial Resolution - San Antonio School District](#)

3. Adopt a resolution to congratulate Annalisa Mitchell on being chosen the recipient of the 2021 Bahá'í Human Rights Award. (Supervisor Askew)

**Attachments:**     [Ceremonial Resolution - Annalisa Mitchell](#)

4. Adopt a Resolution Commending Diana Cruz Alcaarez upon her retirement after 32 ½ years of service with the Monterey County Sheriff's Office. (Supervisor Alejo)

**Attachments:**     [Ceremonial Resolution - Diana Alcaarez](#)

#### **Appointments**

5. Consider the appointment of delegates and alternates to the Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), and Golden State Connect Authority (GSCA) Board of Directors.

**Attachments:**     [Board Report](#)  
                              [RCRC 2022 MEMO & FORM](#)  
                              [GSFA 2022 MEMO & FORM](#)  
                              [GSCA 2022 MEMO & FORM](#)

6. Appoint Cory Alvarez to the Community Restorative Justice Commission, with a term ending date of November 16, 2024. (Nominated by Community Restorative Justice Commission)

**Attachments:**     [Notification to Clerk of Appt.- Alvarez](#)  
                              [Resume](#)

#### **Approval of Consent Calendar**

7. See Supplemental Sheet

#### **General Public Comments**

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8. General Public Comments

#### **10:30 A.M. - Scheduled Matters**

9.
  - a. Receive a presentation on Santa Cruz County Master Permit for Environmental Enhancement Projects;
  - b. Discuss and provide direction regarding the development of a coordinated environmental enhancement project permit streamlining program for Monterey County.

**Attachments:** [Board Report](#)  
[Attachment A - Conservation Practices Eligible Under the Santa Cruz Countywide Partners in Restoration Permit C](#)  
[Attachment B - Initial Scope for Monterey “Partners in Restoration” Master Permit](#)

10. Receive the notice of adjustment of the annual salary of the members of the Board of Supervisors, in accordance with Section 2.04.370C of the County of Monterey Code consistent with the superior court judge salary adjustments retroactive to July 1, 2021. The salary adjustment will be implemented November 27, 2021 retroactive to July 1, 2021.

**Attachments:** [Board Report](#)  
[Judicial Salary Memo Pay Letter 08.12.2021](#)

**12:00 P.M. - Recess to Lunch**

**1:30 P.M. - Reconvene**

**Roll Call**

**1:30 P.M. - Scheduled Matters**

11. a. Receive a presentation from Roxanne Wilson, Executive Director of the Coalition of Homeless Services Providers on the “Lead Me Home Plan Update - 5 Year Plan to Reduce Homelessness in Monterey and San Benito Counties”;
- b. Receive input from State and local elected officials; County department heads from Housing and Community Development, Social Services and Health; and the public; and
- c. Provide direction to staff as appropriate

**Attachments:** [Board Report](#)  
[Monterey and San Benito Counties 5YP\\_LMH Update\\_07232021](#)

12. Receive the progress report from ITD outlined below, in response to Board Referral #2021.08 to facilitate regional governance, strategy, collaboration and partnerships on expanding broadband access and closing the digital divide throughout Monterey County.

**Attachments:** [Board Report](#)  
[Board Presentation](#)  
[Board Referral No. 2021.08](#)

13. REF210007/WATER AND ENERGY EFFICIENCY IN LANDSCAPING ORDINANCE  
(Continued from November 2, 2021).
- a. Introduce, waive reading, and consider an ordinance to add Chapter 16.63 to the Monterey County Code to establish regulations for water-efficient and energy-efficient landscaping in unincorporated



Monterey County; and

b. Set December 7, 2021 at 10:30 a.m. as the date and time to adopt the ordinance

**Location:** Countywide

**Proposed CEQA Action:** Consider finding the project categorically exempt pursuant to Section 15307 and 15308 of the CEQA Guidelines.

**Attachments:**     [Board Report](#)  
                          [Attachment A – Ordinance for Water and Energy Efficient Landscapes](#)  
                          [Attachment B – Planning Commission Resolution No. 15-027](#)  
                          [Attachment C – November 2, 2021 Board of Supervisors Abbreviated Staff Report \(Attachments not included\)](#)  
                          [Attachment D – State Model Water Efficient Landscape Ordinance \(MWELO\)](#)

14. Consider whether to terminate, modify, or keep in place the facial covering requirement of Ordinance No. 5363.

#### **Other Board Matters**

##### **County Administrative Officer Comments and New Referrals**

15. County Administrative Officer Comments and New Referrals

**Attachments:**     [Board Referral Matrix 11-16-21](#)  
                          [Referral No. 2021.25 \(Askew\) - EG Street Renaming](#)  
                          [Referral No. 2021.26 \(Lopez\) - Ltr of Concern to CA Citizens Redistricting Commission](#)

##### **Referral Responses**

16. Receive a preliminary analysis report in response to **Board Referral No. (#2021.20)** requesting the Board of Supervisors seek and direct staff with potential funding and locations suitable for a Monterey County Family Justice Center. Including coordinating and working with the City of Salinas and related service providers who would be a part of the Family Justice Center.

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

17. a. Receive a preliminary analysis report in response to **Board Referral No. 2021.22** to codify ‘No Overnight Parking’ on Potrero Road in Moss Landing;  
b. Direct that the referral be completed as outlined in this preliminary response.

**Attachments:**     [Board Report](#)  
                              [Board Referral No. 2021.22 - Codify No Overnight Parking on](#)  
                              [Potrero Road](#)

**Board Comments**

**18. 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**

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

19. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No.4 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software and maintenance services, extending the agreement an additional one (1) year period (retroactive to August 1, 2021 through July 31, 2022) for a revised full agreement term of July 11, 2017 through July 31, 2022, and adding \$29,273 for a revised total agreement amount not to exceed \$176,584.
- b. Authorize the Interim Chief Executive Officer for NMC or his designee to execute one (1) future amendment to the agreement which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement.

**Attachments:**     [Board Report](#)  
                          [The CBORD Group Renewal and Amendment No. 4.pdf](#)  
                          [The CBORD Group Amendment No. 3.pdf](#)  
                          [The CBORD Group Amendment No. 2.pdf](#)  
                          [The CBORD Group Renewal & Amendment No. 1.pdf](#)  
                          [The CBORD Group Agreement.pdf](#)

20. Adopt Resolution to:
- a. Amend Natividad (Unit 9600) FY 2021-22 Adopted Budget to add 4.0 FTE Psychiatric Social Worker II positions and a 1.0 FTE Social Work Supervisor II position, as indicated in the attached resolution;
- b. Direct the County Administrative Office to incorporate position changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget; and
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

**Attachments:**     [Board Report.pdf](#)  
                          [Resolution](#)

21. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute funding of the Memorandum of Understanding (MOU) with Community Homeless Solutions (“CHS”), a California corporation, for assisting in meeting the direct costs of a Medical Respite Program (“MRP”) for homeless persons in Monterey County, retroactive to July 1, 2021 through June 30, 2022, for a total MOU amount not to exceed \$115,000.

**Attachments:**     [Board Report.pdf](#)  
                          [Memorandum of Understanding for the Medical Respite Program](#)

22. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 2 to the agreement (A-13152) with Stericycle Inc. for hazardous waste disposal services, extending the agreement an additional ten (10) month period (retroactively from July

1, 2021 through April 31, 2022) for a revised full agreement term of July 1, 2016 through April 31, 2022, and adding \$125,000 for a revised total agreement amount not to exceed \$1,205,000.

**Attachments:**     [Board Report.pdf](#)  
                         [Stericycle Inc. Renewal and Amendment 2.pdf](#)  
                         [Stericycle Inc. Renewal and Amendment 1.pdf](#)  
                         [Stericycle Inc. Agreement.pdf](#)

### **Health Department**

- 23.** Approve and authorize the Director of Health or the Assistant Director of Health to sign Amendment No. 4 to Agreement A-12969 with Action Council of Monterey County, Inc. for the provision of community educational management and contracting for specialized services, adding \$50,000 for a total Agreement amount not to exceed, \$425,000 to cover additional services and for the term of the Agreement July 01, 2015 through June 30, 2022.

**Attachments:**     [Board Report](#)  
                         [Amendment No 4](#)  
                         [Amendment No 3](#)  
                         [Amendment No 2](#)  
                         [Amendment No 1](#)  
                         [Agreement](#)

- 24.** a. Set a public hearing for December 7, 2021 at 10:30 a.m. to consider approval of Amendment No. 13 to Unified Franchise Agreement A-11631 between the County of Monterey and Waste Management, Inc. dba USA Waste of California dba Carmel Marina Corp., relating to proposed rates for services and adjustments to current rates; and,  
b. Direct the Clerk of the Board to publish the Notice of Public Hearing in newspapers of general circulation on or before November 26, 2021.

**Attachments:**     [Board Report](#)  
                          [Amendment No 13](#)  
                          [Amendment No 12](#)  
                          [Amendment No 11](#)  
                          [Amendment No 10](#)  
                          [Amendment No 9](#)  
                          [Amendment No 8](#)  
                          [Amendment No 7](#)  
                          [Amendment No 6](#)  
                          [Amendment No 5](#)  
                          [Amendment No 4](#)  
                          [Amendment No 3](#)  
                          [Amendment No 2](#)  
                          [Amendment No 1](#)  
                          [Agreement](#)

25. a. Approve and authorize the Director of Health or the Assistant Director of Health to accept the Grant Award CERI-21-23-26 in the amount of \$617,240 from the California Department of Public Health (“CDPH”) as part of the California Equitable Recovery Initiative (“CERI”); and  
b. Authorize the Director of Health or the Assistant Director of Health to sign any agreement, amendments or extensions, and documentation required by CDPH after review and approval by the Office of County Counsel.

**Attachments:**     [Board Report](#)  
                          [Grant Summary](#)  
                          [Acceptance Letter](#)

26. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a three (3) year Mental Health Services Agreement with Benjamin Macasaet DBA New Horizon I Adult Residential Facility in Salinas, CA for the provision of Board and Care Services for Monterey County Adult residents with severe psychiatric disabilities in the amount of \$186,150 for Fiscal Year (FY) 2021-22, \$186,150 for FY 2022-23, and \$186,150 for FY 2023-24, for a maximum County obligation of \$558,450 for the retroactive term of July 1, 2021 through June 30, 2024; and  
b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and  
c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,845) of the original Agreement amount and do not significantly alter the scope of services.

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

27. a. Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement to

pay the Monterey County Office of Education an amount not to exceed \$800,000 in one-time funding to retain and attract early childcare and education workforce for the period starting upon execution through June 30, 2022; and

b. Approve nonstandard insurance provisions in Agreement as recommended by the Director of Health.

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

28. a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement with LexisNexis Risk Solutions Bureau LLC and LexisNexis Risk Solutions FL Inc. (“LexisNexis”) incorporating by reference the terms set forth in the Master Service Agreement No. 5-17-70-12 between RELX Inc. and the State of California, Department of General Services to give the Monterey County Public Guardian Office access to the Accurint public records database for term January 1, 2022 through December 31, 2022, for a contract amount not to exceed a total of \$3,036; and
- b. Approve recommendation of Director of Health to accept non-standard risk terms (disclaimer of warranties, limitation of liability, indemnification); and
- c. Approve and authorize the Director of Health or the Assistant Director of Health to sign one (1) future amendment to this Agreement where the amendment does not significantly change the Agreement.

**Attachments:**     [Board Report](#)  
                              [Schedule A Agreement](#)

29. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Behavioral Tech, LLC for the provision of training and consultation services for a total Agreement not to exceed \$234,000 for the term beginning Upon Execution through June 30, 2023; and
- b. Approve the modified insurance provision in the Agreement, as recommended by the Director of Health; and
- c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$23,400) of the original Agreement amount and do not significantly alter the scope of services.

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

30. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Kelsey Pacha for the provision of training and consultation services for a total Agreement not to exceed \$25,000 for the term beginning Upon Execution through June 30, 2023; and
- b. Approve the modified Indemnification, automobile liability insurance, auto insurance endorsement provision, and Workers’ Compensation in the Agreement, as recommended by the Director of Health; and

c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$2,500) of the original Agreement amount and do not significantly alter the scope of services.

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

- 31.** a. Approve and authorize the Director of Health or Assistant Director of Health to sign a multi-year Mental Health Services Agreement with Goodwill Central Coast (Goodwill CC) for the provision of employment and supportive services for Proposition 47 clients in Monterey County, retroactive to October 1, 2021, in the amount of \$550,000 for Fiscal Years (FYs) 2021-23, for the term of October 1, 2021 through February 28, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,000) of the original Agreement amount and do not significantly alter the scope of services.

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

#### **Department of Social Services**

- 32.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment No. 1 to Agreement A-15319 with Central Coast Center for Independent Living to provide program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program, extending the term through June 30, 2023 and adding \$1,067,281 for a revised total contract amount of \$1,252,323; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$125,232) of the contract amount and do not significantly change the scope of work.

**Attachments:**     [Board Report](#)  
                             [Amendment 1](#)  
                             [Original Agreement](#)

- 33.** Authorize the Contracts/Purchasing Officer to execute the Acknowledgement and Consent to the Assignment and Assumption Agreement between Booth Machinery LLC (Assignor) and Sonsray Machinery (Assignee) for Agreement #5010-194 effective October 1, 2021.

**Attachments:**     [Acknowledgement and Consent for Assignment and Assumption](#)  
                             [Agreement](#)  
                             [Booth Machinery Agreement](#)

- 34.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 with United Way Monterey County for the administration of the Monterey County Emergency Rental

Assistance Program extending the term through June 30, 2023 and adding \$22,434,117 for a new contract total of \$50,715,953; and

b. Authorize the Director or the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$5,071,595) of the contract amount and do not significantly change the scope of work.

**Attachments:**     [Board Report](#)  
                         [Original Agreement](#)  
                         [Amendment 1](#)

### **Criminal Justice**

**35. Adopt Resolution to:**

- a. Increase appropriations and estimated revenues of \$776,871 for the FY2021-22 Probation Adopted Budget, Fund 001, Appropriation Unit PRO001 for the implementation of the Juvenile Justice Realignment Block Grant (4/5ths vote required); and
- b. Authorize and direct the Auditor-Controller to amend the FY2021-22 Probation Adopted Budget by increasing appropriations and estimated revenues by \$776,871, Fund 001, Appropriation Unit PRO001, financed by the Juvenile Justice Realignment Block Grant - Senate Bill (SB) 823 for the mandated care, custody and supervision of the realigned youth population (4/5ths vote required).

**Attachments:**     [Board Report](#)  
                         [Resolution SB823 Increase FY21-22](#)  
                         [ATTACHMENT A - JJRBG RECOMMENDED BUDGET](#)  
                         [FY21-22](#)

- 36. a.** Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 6 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation in the amount of \$23,684, for a total contract amount of \$153,508, to provide software maintenance, license renewal and support for the victim restitution program for the term from January 1, 2016 to December 31, 2022; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign future amendments to the Agreement, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 6 and do not significantly change the scope of work.

**Attachments:**     [Board Report](#)  
                         [A6 to SA- Columbia Ultimate FY21-22](#)  
                         [A5 to Agreement - Columbia Ultimate- 2021 signed](#)  
                         [A4 to Agreement- Columbia Ultimate Inc 2019-2020](#)  
                         [A3 to Agreement Columbia Ultimate dba RevQ 2018-19- SIGNED](#)  
                         [A2 to Agreement -Columbia RevQ-CUBS 2016-2018 SIGNED](#)  
                         [Renewal & A1 to Agreement - Columbia Ultimate SIGNED](#)  
                         [021517](#)  
                         [Columbia Ultimate Inc. REVQ SIGNED 2015-2016](#)



**General Government****37.** Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the RMA Services Manager to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary range as indicated in Attachment A;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of Capital Improvement Manager with the salary range as indicated in Attachment A;
- c. Amend the Housing and Community Development - Administration Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 to reallocate and to approve the reclassification of one (1) RMA Services Manager to one (1) Project Manager III as indicated in Attachment A;
- d. Amend the Housing and Community Development - Community Development Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002 to reallocate four (4) RMA Services Manager positions to two (2) Principal Planner, one (1) Permit Center Manager and one (1) Building Services Manager as indicated in Attachment A;
- e. Amend the Public Works, Facilities and Parks - Facilities Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 to reallocate one (1) RMA Services Manager to one (1) Capital Improvement Manager as indicated in Attachment A;
- f. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

**Attachments:**     [Board Report](#)  
                          [Attachment A](#)  
                          [BOS Resolution](#)

**38.** Adopt a Resolution to:

- a. Approve and authorize the Acting Contracts/Purchasing Officer to sign an agreement with Darryl L. Sink & Associates, Inc. for the revision of the Monterey County Contracts Academy and consultation for updating the Purchasing Manual for a not to exceed amount of \$198,200; and
- b. Direct the Auditor- Controller to amend the FY 2021-22 Adopted Budget for Contracts/Purchasing 001-CAO002-8047, increasing appropriations by \$169,351, financed by General Fund Productivity Investment Program Assignment 001-3125. (4/5th vote)

**Attachments:**     [Board Report](#)  
                          [DSA Standard Agreement](#)  
                          [Sole Source Request-DSA](#)  
                          [DSA Resolution](#)

- 39.** a. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for

the Monterey County Convention, and Visitors Bureau to develop and implement marketing programs that promote Monterey County as a travel and leisure destination, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$1,716,473; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the MCCVB of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024; and

b. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for the Arts Council for Monterey County to develop and implement cultural arts programs for Monterey County residents and visitors, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$566,436; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the ACMC of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024; and

c. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for Monterey County Film Commission to develop and implement programs that promote Monterey County as a film destination and generate increased business, revenue and jobs throughout Monterey County, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$271,775; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the MCFC of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024; and

d. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for Monterey County Business Council to perform all tasks necessary to create and/or retain at least 100 jobs in Monterey County, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$100,000; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the MCBC of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024.

**Attachments:**     [Board Report](#)  
                         [ACMC FY2021-22 Standard Agreement](#)  
                         [ACMC FY2021-22 Agreement Exhibit A](#)  
                         [ACMC FY2021-22 Agreement Exhibit B](#)  
                         [MCBC FY2021-2022 Standard Agreement](#)  
                         [MCBC FY2021-22 Agreement Exhibit A](#)  
                         [MCBC FY2021-2022 Exhibit B](#)  
                         [MCCVB FY2021-22 Standard Agreement](#)  
                         [MCCVB FY2021-22 Exhibit A](#)  
                         [MCCVB FY2021-22 Exhibit B](#)  
                         [MCFC FY2021-22 Standard Agreement](#)  
                         [MCFC FY2021-22 Agreement Exhibit A](#)  
                         [MCFC FY2021-22 Agreement Exhibit B](#)

40. a. Approve and authorize the Assessor-County Clerk/Recorder to sign Amendment Number 6 for an additional Megabyte - JustAppraised Applications Programming Interface (API) module at a cost not to exceed \$25,000 for FY 2021-22 and not to exceed a future annual maintenance cost of \$5,000; for a total cost of \$30,000; and
- b. Accept non-standard indemnification provisions requested by the vendor as recommended by the Assessor-County Clerk/Recorder.

**Attachments:**     [Board Report](#)  
                         [Amendment No. 6](#)  
                         [Megabyte Agreement 2016](#)  
                         [Amendment no 1](#)  
                         [Amendment no 2](#)  
                         [Amendment no 3](#)  
                         [Amendment no 4](#)  
                         [Amendment No 5](#)

41. Approve Property Tax Transfer for the proposed “Mission Linen Reorganization” involving annexation of 2.99 acres to the City of Pacific Grove and detachment from the Monterey County Resource Conservation District.

**Attachments:**     [Board Report](#)  
                         [PG-PBCSD reso and MOU](#)  
                         [Mission Linen tax transfer Resolution](#)

42. a. Approve and Authorize the Library Director or his/or her Designee, to sign a Professional Services Agreement (PSA) with ByWater Solutions, for library automation software and hosting services, in the amount not to exceed \$175,000, for the period of five years beginning March 21, 2022 through March 21, 2027;
- b. Authorize the Library Director or his/or her Designee, to execute up to one future Amendment to

this agreement that does not significantly change the scope of work and does not cause an increase of more than 10% of the original contract amount.

**Attachments:**     [Board Report](#)  
                         [ByWater Solutions Contract 10 25 21](#)  
                         [Exhibit A - ByWater KOHA Draft JB 10 22 21](#)  
                         [RFP 10811 Integrated Library System - BWS-Pricing.Final](#)  
                         [Koha Aspen Sales Proposal](#)  
                         [Award Letter - ByWater Solutions via RFP](#)

**43. Adopt a resolution to:**

- a. Approve and Authorize the County of Monterey, by and through the County Recorder, to withdraw as a Board Member County from the California Electronic Recording Transaction Network Authority (CERTNA), a Joint Powers Authority (JPA), effective July 1, 2022; and
- b. Approve and Authorize the County of Monterey, by and the through the County Recorder, enter into a CERTNA Client Memorandum of Understanding (MOU). The term of this agreement shall run for an indefinite period with the ability to terminate upon 30 days notice, following the procedures indicated in Article VI.A of the MOU, estimated, but not limited to, the amount of \$90,000, effective July 1, 2022.

**Attachments:**     [Board Report](#)  
                         [Certna MOU Monterey](#)  
                         [Resolution \(PDF\)](#)  
                         [Joint Powers Agreement 2010](#)

- 44.** a. Approve and authorize the Acting Contracts/Purchasing Officer to execute a three (3) year Concession Lease Agreement, effective December 1, 2021 with Zako HK, Inc. for cafeteria space located at 142 West Alisal Street, Salinas, California (commonly known as Jo's Café) for a minimum base rent of \$8,000 per year, plus a three percent (3%) commission fee based on gross monthly sales revenue over \$10,000, and a \$500 flat fee for each outside catering event.
- b. Approve and authorize the Acting Contracts/Purchasing Officer to execute a three (3) year Concession Lease Agreement, effective December 1, 2021 with Zako HK, Inc. for cafeteria space located at 1441 Schilling Place, Salinas, California (commonly known as Schilling Place Café) for a minimum base rent of \$8,000 per year, plus a three percent (3%) commission fee based on gross monthly sales revenue over \$16,000, and a \$500 flat fee for each outside catering event.

**Attachments:**     [Board Report](#)  
                         [Attachment A - Jo's Cafe Concession Lease Agreement](#)  
                         [Attachment B - Schilling Place Cafe Concession Lease Agreement](#)  
                         [Attachment C - Jo's Cafe Location Map](#)  
                         [Attachment D - Schilling Place Cafe Location Map](#)  
                         [Attachment E - Sole Source Justification Request Form](#)

45. Approve the Monterey County Board of Supervisors Draft Action Meeting Minutes for the following meeting dates: Tuesday, April, 6, 2021, Wednesday, April 7, 2021, Tuesday, April 20, 2021, Tuesday, April 27, 2021, Tuesday May 4, 2021, Tuesday, May 11, 2021, Tuesday, May 18, 2021, Tuesday, May 25, 2021, Wednesday, June 2, 2021 and Thursday, June 3, 2021, Tuesday, June 15, 2021, Tuesday, June 22, 2021, Tuesday, July 13, 2021, Tuesday, July 20, 2021, Tuesday, July 27, 2021, Friday, July 30, 2021, Tuesday, August 24, 2021, Tuesday, August 31, 2021, Wednesday, September 8, 2021, September 14, 2021, Tuesday, September 21, 2021, Tuesday, September 28, 2021, Thursday, October 7, 2021, Tuesday, October 26, 2021, and Tuesday, November 2, 2021.

**Attachments:**

[DRAFT BOS Minutes 4-6-2021](#)  
[DRAFT Special BOS Minutes 4-7-2021](#)  
[DRAFT BOS Minutes 4-20-2021](#)  
[DRAFT BOS Minutes 4-27-2021](#)  
[DRAFT BOS Minutes 5-4-2021](#)  
[DRAFT BOS Minutes 5-11-2021](#)  
[DRAFT BOS Minutes 5-18-2021](#)  
[DRAFT BOS Minutes 5-25-2021](#)  
[DRAFT BOS Minutes 6-2-2021 and 6-3-2021](#)  
[DRAFT BOS Minutes 6-15-2021](#)  
[DRAFT BOS Minutes 6-22-2021](#)  
[DRAFT BOS Minutes 7-13-2021](#)  
[DRAFT BOS Minutes 7-20-2021](#)  
[DRAFT BOS Minutes 7-27-2021](#)  
[DRAFT Special BOS Minutes 7-30-2021](#)  
[DRAFT BOS Minutes 8-24-2021](#)  
[DRAFT BOS Minutes 8-31-2021](#)  
[DRAFT Special BOS Minutes 9-8-2021](#)  
[DRAFT BOS Minutes 9-14-2021](#)  
[DRAFT BOS Minutes 9-21-2021](#)  
[DRAFT BOS Minutes 9-28-2021](#)  
[DRAFT BOS Minutes 10-5-2021](#)  
[DRAFT Special BOS Minutes 10-7-2021](#)  
[DRAFT BOS Minutes 10-26-2021](#)  
[DRAFT BOS Minutes 11-2-2021](#)

46. a. Approve and Adopt a Resolution amending Article VIII of the Master Fee Resolution, to authorize removal of overdue library fines, and adjust fees pursuant to the attached Fee Schedule relating to services provided by the Monterey County Free Libraries, effective January 1, 2022.  
b. Approve the Library Director or her/his Designee in forgiving all outstanding overdue fines. The outstanding fines that are being requested to be forgiven is in the amount of \$155,953.20.

**Attachments:** [BoardReport](#)  
[Attachment 1 - MCFL Fee Schedule 2015](#)  
[Attachment 2 Proposed Fee Schedule 2022](#)  
[Attachment 3 Archives Fee Schedule](#)  
[Attachment 4 Resolution to Amend Master Fee Resolution](#)

47. a. Approve and Adopt a Resolution authorizing the release of the cannabis assignment of \$125,000 representing additional financing to leverage a State grant to purchase a Library Book mobile. The release of this funds was formerly approved by the Board of Supervisors for fiscal year 20-21, however, it is intended and appropriated in the Library Budget for fiscal year 21-22.
- b. Authorize the Auditor-Controller to amend the FY 21-22 Adopted budget for the CAO to increase the appropriation by \$125,000 (001-CAO017-1050-8038), funded by the release of cannabis assignment (001-3132). 4/5th vote required.
- c. Authorize the Auditor-Controller to transfer \$125,000 in FY 2021-22 from CAO (001-CA017-1050-8038) to the Library Fund (003-LIB001-6110-8141).4/5th vote required.

**Attachments:** [BoardReport](#)  
[Attachment 1 - Board Order 20-216](#)  
[Attachment 2 - CIP NBKM](#)  
[Attachment 3 Grant NBKM](#)  
[Resolution - Trsf \\$125k fr Cannabis Assignment to Library.](#)  
[Bkmobile purchas](#)

48. a. Authorize the Treasurer-Tax Collector to sell 47 specified tax defaulted properties as set forth in Attachment A-Monterey County Auction Listing at public auction via the internet in accordance with Revenue and Taxation Code Section 3691 et. seq. or as a sealed bid sale pursuant to Chapter 7, Part 6, Division 1 of the Revenue and Taxation Code for at least the minimum bid.
- b. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

**Attachments:** [Board Report](#)  
[Attachment A - Monterey County Auction Listing](#)  
[Attachment B - Authorization to Sell Tax Defaulted Properties](#)  
[Resolution](#)  
[21-982 Resolution](#)  
[21-982 Resolution](#)

49. a. Approve and authorize the Director of the Emergency Communications Department to sign Amendment #6 to the agreement with Everbridge, Inc. for mass notification software, adding \$88,850 for a revised contract total of \$780,368, and extending the term of the agreement for one year, retroactive to October 8, 2021, for a revised term of October 8, 2013 through October 7, 2022; and
- b. Authorize the Director of the Emergency Communications Department to sign up to three additional amendments to this agreement where the amendments do not exceed 10% (\$78,036) of the current

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

**Attachments:**     [Board Report](#)  
                         [Original Agreement](#)  
                         [Amendment #1](#)  
                         [Amendment #2](#)  
                         [Amendment #3](#)  
                         [Amendment #4](#)  
                         [Amendment #5](#)  
                         [Amendment #6](#)

- 50.** Authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations by \$435,000 for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Budget Unit 8541, in support of the Emergency Operations Center (EOC) and ongoing COVID-19 operations throughout the County, funded by release of cannabis assignment (001-3132) (4/5ths vote).

**Attachments:**     [Board report EOC Inc Appr](#)  
                         [Resolution](#)  
                         [FY 2021-22 EOC Expenditures Summary](#)

### **Housing and Community Development**

- 51.** a. Set a public hearing for December 7, 2021 to consider six (6) 2022 Williamson Act Applications to Create a Farmland Security Zone ("FSZ") and Contract (REF210027):
1. FSZ Application No. 2022-01 - Yellow Juliet II, LLC; Assessor's Parcel Number (APN) 145-011-064
  2. FSZ Application No. 2022-02 - KVL Holdings, Inc.; APNs 183-021-016 and 183-021-033
  3. FSZ Application No. 2022-03 - Nixon Farms, LLC; APNs 107-031-007 and 107-031-008
  4. FSZ Application No. 2022-04 - Fanoe-Johnson Ranch Trust U/D/T dated February 9, 2021, Jane Fanoe Limited Partnership dated December 29, 1999, Trust B of James D. Fanoe, Jr. Family Trust U/A dated June 24, 1985, APNs 107-031-017 and 107-031-024
  5. FSZ Application No. 2022-05 - 1992 Beverly Silliman Revocable Trust U/D/T dated May 8, 1992, Claudia M. Kelley Revocable Trust Executed October 15, 2012, Gary A. Marsh Living Trust, dated November 29, 2012; APNs 177-081-017 and 207-121-009
  6. FSZ Application No. 2022-06 - Linda S. De Santiago Living Trust dated December 21, 1998; APNs 165-101-006 and 165-101-008
- b. Direct the Clerk of the Board of Supervisors to publish Notice of Public Hearing for the Public Hearing to take place on December 7, 2021 at 10:30 A.M. to consider the six (6) 2022 applications, to create six (6) Farmland Security Zones ("FSZ") and FSZ Contracts.

California Environmental Quality Act (CEQA) Status: Categorically Exempt pursuant to CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Article 19, Categorical Exemptions, Section 15317 Open Space Contracts or Easements (Class 17 - establishment of agricultural

preserves).

**Attachments:**     [Board Report](#)  
                         [Attachment A – Notice of Public Hearing for December 7, 2021](#)  
                         [Attachment B – Board Resolution No. 01-485, as amended by](#)  
                         [Board Resolution No. 03-383 \(Procedures for Agricultural](#)  
                         [Preserves\)](#)  
                         [Attachment C – Board Resolution No. 01-486 \(Procedure for the](#)  
                         [Creation of Farmland Security Zones and Contracts\)](#)  
                         [Attachment D – 2022 Application Matrix](#)  
                         [Attachment E – County-wide Map- Monterey County 2022](#)  
                         [Williamson Act](#)

### **Public Works, Facilities and Parks**

52. a. Approve the Right of Entry and Indemnification Agreement (Agreement) between the County and the Pajaro Sunny Mesa Community Services District (PSMCSD) for access and use of warehouse space located at 24 San Juan Road, in the unincorporated community of Pajaro, California; and  
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the the Right of Entry and Indemnification Agreement (Agreement), and any future amendments under similar terms, conditions, and format if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Management.

**Attachments:**     [Board Report](#)  
                         [Attachment A - Right of Entry and Indemnification Agreement](#)  
                         [Attachment B - Location Map](#)

53. Authorize and direct Public Works, Facilities, & Parks to negotiate an amendment to the existing management agreement with Urban Park Concessionaires for management of Lake Nacimiento Resort operations incorporating provisions for a concessionaire-owned and managed boat rental fleet.

**Attachments:**     [Board Report](#)  
                         [Attachment A-Proposed Concessionaire Fleet & Rental Rates](#)

54. a. Approve Amendment No. 1 to Standard Agreement with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rate schedule; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and  
b. Approve Amendment No. 1 to Standard Agreement with The Don Chapin Company, Inc. to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rates; increase the not to exceed amount of \$100,000 by \$200,000 for a



total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and

c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to each Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

**Attachments:**     [Board Report](#)  
                          [Attachment A-Summary of Standard Agreements](#)  
                          [Attachment B-Summary of SA Annual Expenditures & Balance](#)  
                          [Attachment C-A1 to SA Granite Construction Co](#)  
                          [Attachment D-Standard Agreement Granite Construction](#)  
                          [Attachment E-A1 to SA The Don Chapin Co Inc.](#)  
                          [Attachment F-SA The Don Chapin Co Inc.](#)

- 55.** Adopt a resolution authorizing and directing the Auditor-Controller to amend the Fiscal Year (FY) 2021-22 Adopted Budget for County Service Area 66-Las Lomas/Monterra Ranch (also known as Oak Tree Views), Fund 087, Appropriation Unit PFP041, increasing appropriations in the amount of \$11,000, to fund necessary open space maintenance, where Fund 087 unassigned fund balance is the financing source (4/5th vote required).

**Attachments:**     [Board Report](#)  
                          [Attachment A-Resolution CSA 66 Las Lomas-Monterra Ranch](#)  
                          [Attachment B-CSA 66-Financial Summary Appropriation Budget](#)  
                          [Attachment C-CSA 66 LAFCO Map](#)

- 56.** a. Adopt Plans and Special Provisions for the River Road Emergency Repair at Fairview Road, Project No. 7210 (Project);
- b. Authorize the Director of Public Works, Facilities & Parks to advertise the “Notice to Bidders” in the Monterey County Weekly;
- c. Ratify and accept the donation as reflected in the Agreement for Purchase of Real Property for a Permanent Drainage Easement and a Temporary Construction Easement between County of Monterey and John M. Peterson Jr. and Lynn P. Peterson, Trustees of The Peterson Revocable Trust dated July 1, 2010 (APN 216-021-005) for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210;
- d. Ratify and accept the donation as reflected in the Agreement for Purchase of Real Property for a Permanent Drainage Easement and a Temporary Construction Easement between County of Monterey and Edward Silva Jr. and Evelyn Silva, Trustees of The Silva Family Living Trust dated February 9, 1996 (APN 216-023-013) for right-of-way for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210; and
- e. Authorize the Director of Public Works, Facilities & Parks to execute future amendments to these Agreements where the amendments do not significantly alter the scope or cost of the approved Agreements for Purchase of Real Property for Permanent Drainage Easements, and Temporary Construction Easements.

**Attachments:**     [Board Report](#)  
                         [Attachment A - Location Map](#)  
                         [Attachment B - Project Budget](#)  
                         [Attachment C - Specifications Book 1](#)  
                         [Attachment C - Specifications Book 2](#)  
                         [Attachment D - Peterson Donation Agreement](#)  
                         [Attachment E - Silva Donation Agreement](#)

57. a. Approve the Funding Agreement with the Transportation Agency for Monterey County for the Blackie Road Extension Project;
- b. Authorize the Director of Public Works, Facilities & Parks to execute the Funding Agreement; and
- c. Add the Blackie Road Extension Project to the PWFP FY 2021/22 Annual Work Program for Road Fund

**Attachments:**     [Board Report](#)  
                         [Attachment A - Proposed Funding Agreement](#)  
                         [Attachment B - Location Map](#)



# Monterey County

## Item No.1

### Board Report

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

Legistar File Number: CS 21-057

November 16, 2021

Introduced: 11/1/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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

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

b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

(1) Designated representatives: Irma Ramirez-Bough and Kim Moore

Employee Organization(s): All Units

(2) Designated representatives: Irma Ramirez-Bough and Kim Moore

Employee Organization(s): Units F, H and J

c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) *Landwatch Monterey County, et al. v. County of Monterey, et al.* (Monterey County Superior Court Case No. M109434)

(2) *County of Monterey, et al. v. Amerisourcebergen Drug Corp., et al.* (United States District Court, Northern District Case No. 18CV02693)

(3) *Ida Ward, et al. v. County of Monterey, et al.* (Monterey County Superior Court Case No. 21CV002874)

(4) *County of Monterey dba Natividad Medical Center, et al. v. Kaiser Foundation Health Plan, Inc., et al.* (Monterey County Superior Court Case No. 19CV001823)

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

f. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.

(1) Ellen Hatcher and Mark Sumners

(2) John Thomas Hutchinson

(3) Lewis Butler

(4) Albert D. Colton

(5) Andrew Baudour

(6) Augustine Ybarra



# Monterey County

## Item No.2

### Board Report

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

Legistar File Number: CR 21-145

November 16, 2021

**Introduced:** 11/8/2021

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution recognizing San Antonio School District for being accepted into the National Network of Innovative School Districts. (Supervisor Lopez)

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

**Resolution No.:**

Adopt a resolution recognizing **San Antonio School District** for being accepted into the **National Network of Innovative School Districts**

**WHEREAS**, The Digital Promise League of Innovative Schools, launched at the White House under President Barack Obama within the United States Department of Education in 2011, accepts new members through an open application process once per year; and

**WHEREAS**, working at the intersection of education leaders, researchers, and developers, Digital Promise and the League of Innovative Schools provide an environment for superintendents and district leaders to share and learn from best practices, leverage research and participate in continuous improvement models, engage in research and development projects with peers to address education's biggest challenges, and implement new technologies and innovations in their school systems; and

**WHEREAS**, The Digital Promise League of Innovative Schools recognizes the impact that equity, access, and opportunity can have on student outcomes and part of its mission is to transform the systems and policies that create barriers for marginalized students; and

**WHEREAS**, **San Antonio Union School District** was accepted into the League of Innovative Schools, a national coalition of forward-thinking K-12 school districts organized by Digital Promise, a nonprofit organization with the mission to accelerate innovation in education and improve the opportunity to learn for all through technology and research; and

**WHEREAS**, **San Antonio Union School District** was selected from a competitive national pool of applicants based on its educational leadership, innovative vision for learning, key achievements and evidence of results, and demonstrated commitment to equity and excellence.

**NOW THEREFORE, BE IT RESOLVED**, that the Monterey County Board of Supervisors, on behalf of the County and all its residents thereof, recognize **San Antonio School District** for being accepted into the **National Network of Innovative School Districts**.

**PASSED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_ 2021, upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ by the following vote, to-wit:

AYES:  
NOES:  
ABSENT:

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

Dated:

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

By\_\_\_\_\_

Deputy



# Monterey County

## Item No.3

### Board Report

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

**Legistar File Number: CR 21-146**

**November 16, 2021**

**Introduced:** 11/8/2021

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution to congratulate Annalisa Mitchell on being chosen the recipient of the 2021 Bahá'í Human Rights Award. (Supervisor Askew)



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

**Resolution No.**

Adopt a resolution to congratulate **Annalisa Mitchell** on being chosen the recipient of the 2021 Bahá'í Human Rights Award.

**WHEREAS**, each year the Bahá'í Human Rights Award is given to individuals who contribute significant time and energy, often at great personal sacrifice, to the promotion of human rights, social justice, the elimination of prejudice, gender equality, and the promotion of the oneness of humanity; and

**WHEREAS**, **Annalisa Mitchell** has demonstrated her commitment to this work which led to her nomination and selection of the 2021 Bahá'í Human Rights Award; and

**WHEREAS**, **Annalisa Mitchell's** mission in life has been to secure the equality, and the political, educational and economic rights of those who have been marginalized by addiction, trauma and incarceration; and

**WHEREAS**, **Annalisa Mitchell** is a leader in the Seaside community and has served in such organizations as: the NAACP, the Democratic Party, Hands Across Seaside, the Advisory Redistricting Commission for Monterey County District 4, and many others; and

**WHEREAS**, **Annalisa Mitchell** was recognized as 1995 Monterey County Outstanding Woman of the Year by the Monterey County Commission on the Status of Women; and

**WHEREAS**, **Annalisa Mitchell** has a passion for voter registration, believing that the power of our individual votes is valuable and necessary to secure a more promising future for current citizens as well as for generations to come; and

**WHEREAS**, **Annalisa Mitchell** has received awards from the U.S. House of Representatives, the U.S. Senate, the California State Assembly, the Monterey County Board of Supervisors, and civic organizations.

**NOW THEREFORE, BE IT RESOLVED**, that the Monterey County Board of Supervisors, on behalf of the County and its residents thereof, hereby congratulate **Annalisa Mitchell** on being the 2021 recipient of the 42<sup>nd</sup> Bahá'í Human Rights Award.

**PASSED AND ADOPTED** on this XXth day of November 2021, upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, \_\_\_\_\_, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_\_for the meeting on \_\_\_\_\_.

Dated:

\_\_\_\_\_, Clerk of the Board of Supervisors  
County of Monterey, State of California

By\_\_\_\_\_

\_\_\_\_\_



# Monterey County

## Item No.4

### Board Report

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

Legistar File Number: CR 21-149

November 16, 2021

**Introduced:** 11/9/2021

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a Resolution Commending Diana Cruz Alcaez upon her retirement after 32 ½ years of service with the Monterey County Sheriff's Office. (Supervisor Alejo)

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

**Resolution No.:**

Adopt a Resolution Commending **Diana Cruz Alcaarez** upon her retirement after 32 ½ years of service with the Monterey County Sheriff's Office.

**WHEREAS, Diana Cruz Alcaarez** began her career on March 27, 1989 as a Records Clerk with the Monterey County Sheriff's Office and retiring from her position as Senior Civil Clerk in the Civil Division; and

**WHEREAS, Diana Cruz Alcaarez** has been a valued member of the County family and the Monterey County Sheriff's Office team; and

**WHEREAS, Diana Cruz Alcaarez** was sworn in by Sheriff David B. "Bud" Cook in 1989; serving under six Monterey County Sheriffs: David B. "Bud" Cook, Norm Hicks, Gordon Sonne, Mike Kanalakakis, Scott Miller and Steve Bernal; and

**WHEREAS, Diana Cruz Alcaarez**, will enjoy her retirement involving volunteer work, traveling and enjoying life with family, friends and Grandkids; and

**NOW, THEREFORE, BE IT RESOLVED** that the Monterey County Board of Supervisors on behalf of the County and all residents thereof, acknowledges, commends and thanks **Diana Cruz Alcaarez** for her thirty-two and a half years as a valued member of the Monterey County Sheriff's Office.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

Dated:

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

By \_\_\_\_\_  
Deputy



# Monterey County

## Item No.5

### Board Report

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

Legistar File Number: APP 21-205

November 16, 2021

**Introduced:** 11/9/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Appointment

Consider the appointment of delegates and alternates to the Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), and Golden State Connect Authority (GSCA) Board of Directors.

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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: APP 21-205**

**November 16, 2021**

**Introduced:** 11/9/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Appointment

Consider the appointment of delegates and alternates to the Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), and Golden State Connect Authority (GSCA) Board of Directors.

### RECOMMENDATION

It is recommended that the Board of Supervisors:

- a. Appoint one (1) member of the Board of Supervisors to serve as delegate and one (1) member of the Board of Supervisors to serve as alternate on the Rural County Representatives of California (RCRC) Board of Directors;
- b. Appoint one (1) member of the Board of Supervisors to serve as delegate and one (1) member of the Board of Supervisors to serve as alternate on the Golden State Finance Authority (GSFA) Board of Directors;
- c. Appoint one (1) member of the Board of Supervisors to serve as delegate and one (1) member of the Board of Supervisors to serve as alternate on the Golden State Connect Authority (GSCA) Board of Directors; and,
- d. Direct staff to update the Boards, Committees, and Commissions appointments list accordingly.

### SUMMARY

Monterey County currently maintains active membership in the Rural County Representatives of California (RCRC), Golden State Financing Authority (GSFA), and Golden State Connect Authority (GSCA). The aforementioned bodies require annual confirmation of each County's delegate and alternate to serve on their respective Board of Directors. The Board of Supervisors must appoint supervisors to serve as delegates and alternates to the RCRC, GSFA, GSCA Boards prior to their first meetings on January 12, 2022.

### DISCUSSION

The Rural County Representatives of California (RCRC) is a 37-member county service organization that advocates at the state and federal levels on behalf of California's rural counties. Membership in RCRC strengthens Monterey County's ability to advocate on rural area issues that are aligned with the County's Legislative Program.

Founded in 1972, RCRC works with its membership to advocate on behalf of rural issues at the state and federal levels. RCRC provides the rural county perspective on a myriad of issues during the legislative and regulatory process, including land use, water and natural resources, housing, transportation, wildfire protection policies, and health and human services. The core of RCRC's mission is to improve the ability of small, rural California county government to provide services by reducing the burden of state and federal mandates and promoting a greater understanding among policymakers

regarding the unique challenges that face California's small population counties.

The Golden State Finance Authority (GSFA) develops and administers programs that provide a source of financing for residential home purchases or refinances, commercial and residential energy efficiency improvement projects, multi-family housing construction and rehabilitation projects, and city and/or county infrastructure improvements.

GSFA is a California Joint Powers Authority and a duly constituted public entity and agency, the mission of which is to provide affordable housing and contribute to the social and economic well-being of California residents. The Authority was organized in 1993 and exists under and by virtue of Articles 1-4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.

The Golden State Connect Authority (GSCA) was recently formed (in August 2021) following a unanimous vote by the Board of Directors of the RCRC. The GSCA, a joint powers authority, is designed to leverage collective efforts on behalf of rural counties in the provision of technical assistance and establishment of broadband infrastructure in under-connected areas. It is envisioned that the GSCA will assist rural counties in identifying pathways for development of broadband infrastructure within their communities, including the construction of municipal owned and/or operated broadband systems, among other options. Monterey County formally joined the GSCA in October 2021.

The aforementioned bodies require that each member county designate a delegate and alternate to serve on their respective Board of Directors, prior to their first meetings on January 12, 2022. Supervisors Chris Lopez and John Phillips currently serve on the RCRC and GSFA Board of Directors (Lopez as delegate and Phillips as alternate). This report requests that the Board appoint a delegate and alternate to the RCRC, GSFA, and GSCA Board of Directors for the calendar year of 2022. Typically, the same member serves as delegate for all three bodies and the same for alternate.

Staff will transmit the Board's 2022 appointment of delegates and alternates to RCRC, GSFA, GSCA and update the Boards, Committees, and Commissions list accordingly.

#### OTHER AGENCY INVOLVEMENT

In order to ensure Brown Act compliance, County Counsel recommends that neither the member nor alternate appointed to the RCRC Board of Directors currently serve on the Board's Legislative Committee - or - that both the member and alternate serve on the Legislative Committee. Counsel further cautions against members of the Board's Legislative Committee and representatives to RCRC communicating on matters which come before the Legislative Committee.

#### FINANCING

The appointment of delegates and alternates to the RCRC, GSFA, GSCA Board of Directors will not result in additional General Fund contributions.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES

County membership in RCRC, GSFA, and GSCA enhances the County's ability to execute its adopted Legislative Program, which includes all areas of the Board's Strategic Initiatives.

Legistar File Number: APP 21-205

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

Prepared by: Karina Bokanovich, Executive Assistant to the County Administrative Officer

DocuSigned by:  
*Karina Bokanovich*  
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11/9/2021 | 1:11 PM PST

Approved by: Charles J. McKee, County Administrative Officer

DocuSigned by:  
*Charles J. McKee*  
81957F3E2FBF4CE...  
11/9/2021 | 2:11 PM PST

Attachments:

- Board Report
- RCRC Memo and Form
- GSFA Memo and Form
- GSCA Memo and Form





**To:** Members of the RCRC Board of Directors  
RCRC Member County CAO's  
RCRC Member County Clerks of the Board

**From:** Patrick Blacklock, President & CEO

**Date:** October 25, 2021

**Re:** Designation of the 2022 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

---

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2022 and Installation of Officers will be held on January 12<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- RCRC Designation Form



**Designation of 2022 Delegate and Alternate Supervisors for the  
Rural County Representatives of California (RCRC) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**To:** Members of the GSFA Board of Directors  
GSFA Member County CAO's  
GSFA Member County Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 25, 2021

**Re:** Designation of the 2022 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

---

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2022 will be held on January 12<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) or mailed to:

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please note, GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- GSFA Designation Form



**Designation of 2022 Delegate and Alternate Supervisors for  
Golden State Finance Authority (GSFA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please note that all Delegates and Alternates will be required to comply with the GSFA's conflict of interest code and file a Form 700.*

**To:** Members of the GSCA Board of Directors  
GSCA Member County CAO's  
GSCA Member County Clerks of the Board

**From:** Patrick Blacklock, President & CEO

**Date:** October 25, 2021

**Re:** Designation of the 2022 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

---

The Golden State Finance Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first GSCA Board Meeting of 2022 will be held on January 12<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please note, GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the same Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- GSCA Designation Form

**Designation of 2022 Delegate and Alternate Supervisors for the**

**Golden State Connect Authority (GSCA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Monterey County

## Item No.6

### Board Report

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

Legistar File Number: APP 21-203

November 16, 2021

**Introduced:** 11/1/2021

**Current Status:** Appointment

**Version:** 1

**Matter Type:** Appointment

Appoint Cory Alvarez to the Community Restorative Justice Commission, with a term ending date of November 16, 2024. (Nominated by Community Restorative Justice Commission)

[Enter Text Here]



### **NOTIFICATION TO CLERK OF APPOINTMENT**

To: Clerk of the Board's Office

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

Board of Supervisors Meeting Date: November 16, 2021

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

Representing: State Corrections Representative

Name and address of Appointee: Cory Alvarez

Phone Numbers: 916-955-9963

Email: Cory.Alvarez@cdcr.ca.gov

Terms Check one:

New Term X

Reappointment \_\_\_\_\_

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

Replacing which member: Anthony Ivanich

**NEW TERM EXPIRATION DATE:** November 16, 2024

**Maddy Act Regulations:**

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

Resignation of member \_\_\_\_\_

Death of member \_\_\_\_\_

Member did not complete term \_\_\_\_\_

Other: Anthony Ivanich retired in December 2020.

**TERM EXPIRATION DATE:**

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

Form Updated 07-16-15



**CORY ALVAREZ**  
**PAROLE ADMINSTRATOR (A), ADULT PAROLE**

**Objective:**

To secure a position on the Community Restorative Justice Commission of Monterey County

**Qualifications:**

I have approximately 23 years of CDCR experience, which encompasses the Division of Adult Institutions, Division of Adult Parole Operations, and Office of Correctional Safety. Throughout my career, I have approximately 9 years in a supervisorial position overseeing Parole Agent I's, Parole Agent II's, Correctional Sergeants, Correctional Officers, Program Technicians and Office Technicians while providing direction for practical application of policies and procedures as outlined by CDCR Policy and State Law.

- Correctional Lieutenant from April 2012 to May 2014, Substance Abuse Treatment Facility and State Prison-Corcoran (SATF).
- Correctional Lieutenant from May 2014 to November 2015, Office of Correctional Safety, Gang Intelligence Operations.
- Parole Agent III, Unit Supervisor from November 2015 to October 2019, Visalia Parole Unit #1 (GPS)/Fresno CSH (SVP/SVPP).
- Parole Agent III, Unit Supervisor from October 2019 to May, 2020, Northern Region California Parole Apprehension Team (Central)
- Parole Administrator (A) from December, 2020 to Present, Central Coast District

**Military:**

- June 1994 to May 1998, Sergeant, United States Marine Corps, 0331-Machine Gunner, Bravo Company, 1<sup>st</sup> Battalion, 5<sup>th</sup> Marines.

**Career Experience:**

- December 2020 to Present-Parole Administrator (A) for the Central Coast District
- October 2019 to May, 2020- Parole Agent III, Unit Supervisor for Northern Region California Parole Apprehension Team
- November 2015 to October, 2019- Parole Agent III, Unit Supervisor for Visalia Parole Unit #1 (GPS)/Fresno CSH (SVP/SVPP)
- May 2014 to November 2015- Correctional Lieutenant, Office of Correctional Safety
- April 2012 to May 2014- Correctional Lieutenant, SATF
- January 2006 to April 2012- Parole Agent I, Inglewood Parole Unit #2, Bakersfield Parole Unit #4, and Visalia Parole Unit #1
- August 2005 to January 2006- Correctional Sergeant, CSP-Corcoran

**Specialized Training:**

- CDCR Basic Supervision Course
- CDCR Advance Supervision Course
- DAPO Range Master Course
- POST Certified Officer Involved Shooting/Field Supervisors Course (D-PREP)
- POST Academy Instructor Certification Course (AICC)
- POST Certified Emergency Vehicle Operations Instructor Course (EVOC)
- POST Certified Chemical Agents Instructor Course
- CSU-Chico CDCR Executive Leadership Institute Course (ELI)



# Monterey County

## Item No.7

### Board Report

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

Legistar File Number: 21-1010

November 16, 2021

**Introduced:** 11/10/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

See Supplemental Sheet



# Monterey County

## Item No.8

### Board Report

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

Legistar File Number: OBM 21-108

November 16, 2021

**Introduced:** 11/8/2021

**Version:** 1

**Current Status:** General Public Comments

**Matter Type:** Other Board Matters

General Public Comments



# Monterey County

## Item No.9

### Board Report

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

Legistar File Number: 21-961

November 16, 2021

Introduced: 11/1/2021

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

- a. Receive a presentation on Santa Cruz County Master Permit for Environmental Enhancement Projects;
- b. Discuss and provide direction regarding the development of a coordinated environmental enhancement project permit streamlining program for Monterey County.

#### RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

- a. Receive a presentation regarding the Santa Cruz County Master Permit for Environmental Enhancement Projects;
- b. Discuss and provide direction regarding the development of an environmental enhancement project permit streamlining program for Monterey County.

#### SUMMARY:

The Resource Conservation District of Monterey County (RCDMC) received a Clean Water Act (CWA) 319h grant from the State Water Resources Control Board in Spring of 2019 to establish three farm runoff water quality treatment projects and to conduct a permit streamlining effort with the County of Monterey to reduce permitting delays and costs for those and future natural resource improvement projects. The grant is expected to be extended through spring 2023.

The County Housing and Community Development Department (HCD), RCDMC and partner agencies (USDA Natural Resources Conservation Service, Salinas Service Center, Central Coast Wetlands Group, California Marine Sanctuary Foundation, Elkhorn Slough Foundation and Big Sur Land Trust) have been meeting periodically to discuss protocols and methods for streamlining land conservation and restoration projects through the County's existing land use regulations. A draft proposal was received by County staff outlining how such projects could be streamlined. County staff partially accepted some of the processing suggestions. For example, County staff agreed to assign a senior level planner to work on conservation projects, conduct semiannual informal review of conservation projects by the Development Review Committee, and process formal application submission with high priority.

During this work, it came to light that the County of Santa Cruz has established a "Master Permit for Environmental Projects" (Master Permit) that provides a beneficial model for streamlining land conservation and restoration projects. RCDMC has also indicated that the 319h grant may be used to support such a program for Monterey County. As such, Monterey County staff thought that it would be appropriate to inform the Board Supervisors of the Santa Cruz Master Permit program and obtain the Board's input regarding the appropriateness of such a program in Monterey County.

COUNTY OF SANTA CRUZ MASTER PERMIT PROGRAM EXAMPLE:

The Santa Cruz Master Permit is part of the Countywide Partners in Restoration Permit Coordination (PIR) Program that partners local, state, and federal agencies to help private landowners address erosion problems and improve degraded habitat that would otherwise be cost prohibitive to undertake. The PIR Program grew out of a realization on the part of the RCDMC that an increasing number of landowners in Santa Cruz County are interested in restoring or enhancing the natural resource conditions of their property, but are discouraged from doing so because of the time, cost, and complexity of complying with the regulatory review requirements.

Under normal circumstances, landowners wanting to undertake an environmental enhancement project on their property would be required to individually apply for, and obtain separate County approvals, as applicable, for Coastal Development Permits, Riparian Exceptions, Grading Approvals, Biotic Approvals, Encroachment Permits, etc., in addition to other permits required by the responsible State and Federal agencies that are also participating in this program (e.g., U.S. Fish & Wildlife Service, NOAA Fisheries, Army Corps of Engineers, Regional Water Quality Control Board and Coastal Commission). The PIR Program provides an incentive to such landowners by consolidating administrative procedures and allowing the landowner to deal solely with the RCD, who is responsible for ensuring that all County, State, and Federal requirements are being met through following guidelines and conditions set forth in the Master Permit. The Master Permit allows for a variety of authorized types of environmental enhancement projects to be implemented by the RCD under the PIR Program using practices detailed in the National Resource Conservation Service's (NRCS) National Handbook of Conservation Practices. The authorized project types include practices intended to create, restore, and/or enhance habitat for wildlife species; and/or protect and enhance water quality through various means of reducing or eliminating erosion. The authorized project types are explained in detail in the attached Master Permit (**Attachment A**).

County staff understands that the CEQA work for the Santa Cruz Master Permit was funded by outside organizations while the annual permitting is funded by Santa Cruz County.

DISCUSSION:

Currently, the County Housing and Community Development Department reviews and considers resource conservation and environmental enhancement projects on an individual and ongoing basis. The necessary environmental review is conducted for each project upon submittal of the application for the applicable land use entitlement (e.g., use permit) or construction permit. To streamline the permit process, RCDMC and its partners have suggested the establishment of a master permit program like the Santa Cruz Master Permit. As such, staff is seeking the Board's input on the idea of the development of an environmental enhancement project permit streamlining program for Monterey County.

If the Board believes that such a program could be beneficial, HCD will draft the program and prepare the supporting programmatic environmental evaluation pursuant to the California Environmental Quality Act (CEQA) for the Board of Supervisors' consideration at a later date.

In concept, the program would involve the County issuance of a single master permit to RCDMC for environmental enhancement projects. There are 15 project types with specified limits/scopes that have been suggested for incorporation into the master permit, which RCDMC has indicated using along with some proposed variations and the addition of a new practice or two as briefly outlined in **Attachment B**. Those projects listed are conceptual and are not final. The Board may wish to discuss the listed projects or suggest others.

RCDMC and its partners anticipate submitting an average of five projects per year over five years for permitting under an environmental enhancement project permit streamlining program. RCDMC and others may have additional projects that fall outside of the scope of the desired master permit and would pursue permits for those separately.

County staff agrees with RCDMC that such a program could be beneficial and would suggest that the Board give the appropriate direction to proceed to develop the program for the Board's future consideration. Furthermore, County staff believes that the upfront costs for the CEQA work should be borne by RCDMC and its partners, but staff believes the annual permit may be incorporated into the Department's budget, which may be approximately \$5,000 annually to manage the program and provide annual oversight during the permit review period. The Board should discuss and provide direction on funding and other alternatives that it may find appropriate.

GENERAL PLAN CONSISTENCY:

A master permit program is consistent with the 2010 General Plan, 1982 General Plan and Local Coastal Program since the program would enhance and protect the natural resources. The permit process would provide greater opportunity for collaboration with the resource agencies and their stakeholders on water quality, marine resources and environmentally sensitive habitats and other environmental concerns.

ENVIRONMENTAL REVIEW:

Pursuant to section 15378 of the CEQA Guidelines, organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment are not defined as a project. The administrative activity to discuss and provide direction to staff regarding developing a master permit program is therefore not subject to CEQA. Staff is not requesting a commitment to the program at this time. However, should the Board direct staff to develop a master permit program for environmental enhancement projects, HCD would prepare a programmatic environmental evaluation pursuant to the California Environmental Quality Act (CEQA) and return to the Board at a later time with the proposed program together with the environmental review for the Board to consider.

NEXT STEPS:

Should the Board of Supervisors desire staff to develop an environmental enhancement project permit streamlining program for Monterey County, County staff will work with RCDMC to draft the program and prepare the appropriate environmental review pursuant to the California Environment Quality Act. Once the program is developed and the CEQA review is undertaken, the matter would be brought back to the Board of Supervisors for consideration.

FINANCING:

Staff costs for time associated with development of the program is included in the FY21-22 Adopted Budget for Community Development Unit 8543, Appropriation Unit HCD002. Current resources for environmental/conservation project permit review include a senior level planner and other support staff including secretaries, and management. Approval of a Master Permit would reduce department workload and reduce backlog in the planning permits. Application fees received from RCDMC or partner agencies to prepare the environmental review documentation will further offset costs for staff time, unless waived by the Board.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

A permit streamlining program would result in efficient and effective government operations. Furthermore, the program would promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

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

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

Prepared by: John Dugan, Management Specialist

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

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

Attachment A - Conservation Practices Eligible Under the Santa Cruz Countywide Partners in Restoration Permit Coordination Program (i.e., Master Permit), with Allowed Dimensions and Project-Specific Conditions, and Summary of Tier System

Attachment B - Initial Scope for Monterey "Partners in Restoration" Master Permit



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 21-961**

**November 16, 2021**

**Introduced:** 11/1/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Receive a presentation on Santa Cruz County Master Permit for Environmental Enhancement Projects;
- b. Discuss and provide direction regarding the development of a coordinated environmental enhancement project permit streamlining program for Monterey County.

### RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

- a. Receive a presentation regarding the Santa Cruz County Master Permit for Environmental Enhancement Projects;
- b. Discuss and provide direction regarding the development of an environmental enhancement project permit streamlining program for Monterey County.

### SUMMARY:

The Resource Conservation District of Monterey County (RCDMC) received a Clean Water Act (CWA) 319h grant from the State Water Resources Control Board in Spring of 2019 to establish three farm runoff water quality treatment projects and to conduct a permit streamlining effort with the County of Monterey to reduce permitting delays and costs for those and future natural resource improvement projects. The grant is expected to be extended through spring 2023.

The County Housing and Community Development Department (HCD), RCDMC and partner agencies (USDA Natural Resources Conservation Service, Salinas Service Center, Central Coast Wetlands Group, California Marine Sanctuary Foundation, Elkhorn Slough Foundation and Big Sur Land Trust) have been meeting periodically to discuss protocols and methods for streamlining land conservation and restoration projects through the County's existing land use regulations. A draft proposal was received by County staff outlining how such projects could be streamlined. County staff partially accepted some of the processing suggestions. For example, County staff agreed to assign a senior level planner to work on conservation projects, conduct semiannual informal review of conservation projects by the Development Review Committee, and process formal application submission with high priority.

During this work, it came to light that the County of Santa Cruz has established a "Master Permit for Environmental Projects" (Master Permit) that provides a beneficial model for streamlining land conservation and restoration projects. RCDMC has also indicated that the 319h grant may be used to support such a program for Monterey County. As such, Monterey County staff thought that it would be appropriate to inform the Board Supervisors of the Santa Cruz Master Permit program and obtain the Board's input regarding the appropriateness of such a program in Monterey County.



COUNTY OF SANTA CRUZ MASTER PERMIT PROGRAM EXAMPLE:

The Santa Cruz Master Permit is part of the Countywide Partners in Restoration Permit Coordination (PIR) Program that partners local, state, and federal agencies to help private landowners address erosion problems and improve degraded habitat that would otherwise be cost prohibitive to undertake. The PIR Program grew out of a realization on the part of the RCDMC that an increasing number of landowners in Santa Cruz County are interested in restoring or enhancing the natural resource conditions of their property, but are discouraged from doing so because of the time, cost, and complexity of complying with the regulatory review requirements.

Under normal circumstances, landowners wanting to undertake an environmental enhancement project on their property would be required to individually apply for, and obtain separate County approvals, as applicable, for Coastal Development Permits, Riparian Exceptions, Grading Approvals, Biotic Approvals, Encroachment Permits, etc., in addition to other permits required by the responsible State and Federal agencies that are also participating in this program (e.g., U.S. Fish & Wildlife Service, NOAA Fisheries, Army Corps of Engineers, Regional Water Quality Control Board and Coastal Commission). The PIR Program provides an incentive to such landowners by consolidating administrative procedures and allowing the landowner to deal solely with the RCD, who is responsible for ensuring that all County, State, and Federal requirements are being met through following guidelines and conditions set forth in the Master Permit. The Master Permit allows for a variety of authorized types of environmental enhancement projects to be implemented by the RCD under the PIR Program using practices detailed in the National Resource Conservation Service's (NRCS) National Handbook of Conservation Practices. The authorized project types include practices intended to create, restore, and/or enhance habitat for wildlife species; and/or protect and enhance water quality through various means of reducing or eliminating erosion. The authorized project types are explained in detail in the attached Master Permit (**Attachment A**).

County staff understands that the CEQA work for the Santa Cruz Master Permit was funded by outside organizations while the annual permitting is funded by Santa Cruz County.

DISCUSSION:

Currently, the County Housing and Community Development Department reviews and considers resource conservation and environmental enhancement projects on an individual and ongoing basis. The necessary environmental review is conducted for each project upon submittal of the application for the applicable land use entitlement (e.g., use permit) or construction permit. To streamline the permit process, RCDMC and its partners have suggested the establishment of a master permit program like the Santa Cruz Master Permit. As such, staff is seeking the Board's input on the idea of the development of an environmental enhancement project permit streamlining program for Monterey County.

If the Board believes that such a program could be beneficial, HCD will draft the program and prepare the supporting programmatic environmental evaluation pursuant to the California Environmental Quality Act (CEQA) for the Board of Supervisors' consideration at a later date.

In concept, the program would involve the County issuance of a single master permit to RCDMC for environmental enhancement projects. There are 15 project types with specified limits/scopes that have been suggested for incorporation into the master permit, which RCDMC has indicated using along with some proposed variations and the addition of a new practice or two as briefly outlined in **Attachment B**. Those projects listed are conceptual and are not final. The Board may wish to discuss the listed projects or suggest others.

RCDMC and its partners anticipate submitting an average of five projects per year over five years for permitting under an environmental enhancement project permit streamlining program. RCDMC and others may have additional projects that fall outside of the scope of the desired master permit and would pursue permits for those separately.

County staff agrees with RCDMC that such a program could be beneficial and would suggest that the Board give the appropriate direction to proceed to develop the program for the Board's future consideration. Furthermore, County staff believes that the upfront costs for the CEQA work should be borne by RCDMC and its partners, but staff believes the annual permit may be incorporated into the Department's budget, which may be approximately \$5,000 annually to manage the program and provide annual oversight during the permit review period. The Board should discuss and provide direction on funding and other alternatives that it may find appropriate.

#### GENERAL PLAN CONSISTENCY:

A master permit program is consistent with the 2010 General Plan, 1982 General Plan and Local Coastal Program since the program would enhance and protect the natural resources. The permit process would provide greater opportunity for collaboration with the resource agencies and their stakeholders on water quality, marine resources and environmentally sensitive habitats and other environmental concerns.

#### ENVIRONMENTAL REVIEW:

Pursuant to section 15378 of the CEQA Guidelines, organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment are not defined as a project. The administrative activity to discuss and provide direction to staff regarding developing a master permit program is therefore not subject to CEQA. Staff is not requesting a commitment to the program at this time. However, should the Board direct staff to develop a master permit program for environmental enhancement projects, HCD would prepare a programmatic environmental evaluation pursuant to the California Environmental Quality Act (CEQA) and return to the Board at a later time with the proposed program together with the environmental review for the Board to consider.

#### NEXT STEPS:

Should the Board of Supervisors desire staff to develop an environmental enhancement project permit streamlining program for Monterey County, County staff will work with RCDMC to draft the program and prepare the appropriate environmental review pursuant to the California Environment Quality Act. Once the program is developed and the CEQA review is undertaken, the matter would be brought back to the Board of Supervisors for consideration.

#### FINANCING:

Staff costs for time associated with development of the program is included in the FY21-22 Adopted Budget for Community Development Unit 8543, Appropriation Unit HCD002. Current resources for environmental/conservation project permit review include a senior level planner and other support staff including secretaries, and management. Approval of a Master Permit would reduce department workload and reduce backlog in the planning permits. Application fees received from RCDMC or partner agencies to prepare the environmental review documentation will further offset costs for staff time, unless waived by the Board.

Legistar File Number: 21-961

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

A permit streamlining program would result in efficient and effective government operations. Furthermore, the program would promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

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

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

Prepared by: John Dugan, Management Specialist

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

DocuSigned by:  
*Erik Lundquist*  
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The following attachments are on file with the Clerk of the Board:

- Attachment A - Conservation Practices Eligible Under the Santa Cruz Countywide Partners in Restoration Permit Coordination Program (i.e., Master Permit), with Allowed Dimensions and Project-Specific Conditions, and Summary of Tier System
- Attachment B - Initial Scope for Monterey "Partners in Restoration" Master Permit

# Attachment A

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## Conservation Practices Eligible Under the Santa Cruz Countywide Partners in Restoration Permit Coordination Program (i.e., Master Permit), with Allowed Dimensions and Project-Specific Conditions, and Summary of Tier System

(NOTE: Numbers in parentheses indicate the practice number as  
referenced in the *NRCS Field Office Technical Guide*)

Projects proposed through this Certification may on a case-by-case basis exceed the dimensions shown in this table upon written approval by all agencies with jurisdiction over that project.

<p><b>1. Access Roads (Improvement) (560)</b> (NOTE: Access road improvements typically involve multiple installations spread out over a long reach of road.)</p>	<p>Improvement of an existing road to provide access for property management while controlling runoff to prevent erosion and maintain or improve water quality. An example of this practice might include re-grading, outsloping, or the addition of a rolling dip to a road so that water is less erosive as it travels across the road. This practice may also be used for repair, removal, or addition of culverts. Ditch relief culverts that discharge onto slopes over 30% require additional measures. This practice is used only on existing roads. Some examples of practices from the California Department of Fish and Game, California Salmonid Stream Habitat Restoration Manual that could be utilized during implementation of the Access Road (Improvement) practice includes Waterbars (p. VII-96).</p>
<p style="text-align: center;"><i>Dimensions<sup>2</sup></i></p>	<p><u>Length</u>: Average: 1,000 linear feet of work spread out over 2 miles; Max: 10,000 linear feet of work spread out over 12 miles. <u>Width</u>: Average: 30'; Max: 30'. <u>Area</u>: Average: 0.8 acres; Max: 4.5 acres. <u>Volume<sup>3</sup></u>: Average: 750 cu. yards; Max: 7,500 cu. yards (or 1,000 cu. yards in Coastal Zone Scenic Areas).</p>
<p style="text-align: center;"><i>Additional Practice-Specific Protection Measures</i></p>	<p>Road improvements in Santa Cruz County are modeled on the "Handbook for Forest and Ranch Roads: A Guide for planning, designing, constructing, reconstructing, maintaining and closing wildland roads," by William Weaver and Danny Hagens. This manual contains</p>

	descriptions of sound methods and designs to improve and maintain rural roads. Proper road planning, construction and maintenance of roads can correct problems associated with poor road placement and design that cause excess runoff, and erosion leading to many kinds of problems including polluted water supplies, increased flooding, landslides, destruction of fish habitat, and loss of vegetation and soil. Improvements to existing access roads under this practice shall not be carried out for the purpose of accommodating future development.
<b>2. Planting (342, 612, 422, 391)</b>	Planting of vegetation such as trees, shrubs, vines, grasses, or legumes (see Exhibits E, F and G for lists of suggested and prohibited species for revegetation), on highly erodible or critically eroding areas (does not include tree planting mainly for wood products). This practice is used to stabilize the soil, reduce damage from sediment and runoff to downstream areas, and improve wildlife habitat and visual resources. Plants may take up more of the nutrients in the soil, reducing the amount that can be washed into surface waters or leached into ground water. During grading, seedbed preparation, seeding, and mulching, quantities of sediment and associated chemicals may be washed into surface waters prior to plant establishment.
<i>Dimensions</i>	<u>Area</u> : Average: 1 acre; Max: 5 acres. <u>Volume</u> <sup>3</sup> : Average: 700 cu. yards; Max: 1,000 cu. yards.
<i>Additional Practice-Specific Protection Measures</i>	When implementing or maintaining a critical area planting above the “ordinary high water mark” <sup>4</sup> , a filter fabric fence, fiber rolls and/or rice or straw bales shall be utilized, if needed, to keep sediment from flowing into the adjacent water body. When vegetation is sufficiently mature to provide erosion control, it may be appropriate to remove the fence, fiber rolls and/or rice/straw bales. Periodic review by RCD/NRCS shall occur until the critical area planting is established to control erosion.
<b>3. Stream Habitat Improvement and Management(395)</b>	Improvement of a stream channel to create new fish habitat or to enhance an existing habitat. The practice is used to improve or enhance aquatic habitat for fish in degraded streams, channels, and ditches by providing shade, controlling sediment, and restoring pool and riffle

	<p>stream characteristics. Pools and riffles are formed in degraded stream sections through the strategic placement of logs, root wad, or natural rocks that reduces the flow velocity through the area. Coarse-grained sediments settle, reducing the quantity of sediment delivered downstream. The dissolved oxygen content may be increased, improving the stream's assimilative capacity. This practice may also be used for removal or modification of fish barriers such as flashboard dams. The modification of flashboard dams may involve cutting a notch in the dam to allow for fish passage. Complete removal of flashboard dams would also be covered under the program.</p> <p>This practice may be used for the removal or modification of logjams that present a complete barrier to all life stages of anadromous fish passage. If the logjam does not act as a complete barrier, logjam removal may be implemented no more than two times annually under the program, but <u>only</u> if the following circumstance exists: In situations where water is actively or potentially deflecting water to a bank, threatening further erosion, bank failure, destruction of conservation practices installed to stabilize the bank, or threatening damage to life and housing, the logjam may be modified to minimize this threat.</p> <p>This practice may be used to remove culverts that pose barriers to fish passage.. This practice may also be used to remove hardened crossings that pose barriers to salmonid passage such as culverts and simple fords that do not have complicated associated resource issues.</p> <p>While most activities will occur during the summer months when most areas are dry, dewatering may be required for some projects involving the fish stream improvement practices. Dewatering a portion of a stream during construction would involve isolating the work area using temporary structures such as cofferdams and the pumping of water around the worksite in order to maintain flows downstream.</p> <p>The Fish Stream Improvement practice will be designed and implemented in accordance with the California Department of Fish and Game's <i>California Salmonid</i></p>
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	<p><i>Stream Habitat and Restoration Manual</i> or in coordination with NOAA Fisheries and CDFW Some examples of the practices that could be utilized during implementation of the Fish Stream Improvement practice include Digger Logs (p. VII-26 of the manual), Spider Logs (p. VII-27), and Log, Root Wad, and Boulder Combinations (p. VII-28).</p>
<i>Dimensions</i>	<p><u>Maximum Length:</u> 1 mile with multiple structures at multiple bank locations.</p> <p><u>Maximum dimensions for a logjam to be modified:</u> 30 ft by 50 ft (across channel).</p> <p><u>Maximum dimensions for a flashboard dam to be modified or removed:</u> 30 ft by 60 ft (across channel)</p> <p><u>Maximum dimensions for hardened crossing (fords) be removed:</u> 20 ft by 100 ft (across channel)</p> <p><u>Maximum and total area to be dewatered will not exceed 1,000 ft over the one mile maximum.</u></p>
<i>Additional Practice-Specific Protection Measures</i>	<p>The Fish Stream Improvement conservation practice will be designed and implemented in accordance with the California Department of Fish and Game's <i>California Salmonid Stream Habitat Restoration Manual</i> or in coordination with NOAA Fisheries and CDFW.</p> <p>No chemically-treated timbers shall be used for grade or channel stabilization structures, bulkheads or other instream structures.</p>
<b>4. Stream Crossing (578)*</b>	<p>To provide access on a site where a in-stream barrier has been removed. If a culvert or ford has been removed, a bridge or other suitable crossing that is protective of water quality may be installed.</p>
<i>Dimensions</i>	<p><u>Maximum bridge size to be installed:</u> Max.100 ft (across stream) with 20 ft wide deck (20 ft is what the County of Santa Cruz prefers for emergency vehicles but it's more likely that most bridges installed under the permit coordination program would not exceed 16 ft in width)</p>

	*Maximum and total area to be dewatered will not exceed 1,000 ft over the one mile maximum.
<i>Additional Practice-Specific Protection Measures</i>	Crossings will be consistent with California Department of Fish and Game's " <i>Culvert Criteria for Fish Passage</i> " (May 2002) and National Marine Fisheries Service Southwest Region's " <i>Guidelines for Salmonid Passage as Stream Crossings</i> " (September, 2001). If dewatering in a fish-bearing stream is proposed as part of a project implemented under the permit coordination program, the RCD/NRCS will comply with the terms and conditions outlined in the RC Biological Opinion, and any subsequent conditions, issued by NOAA Fisheries for this project.
<b>4. Grade Stabilization Structure (410)</b> <i>(In non-fish bearing streams, primarily for gully repair)</i>	Installation of a structure built into a gully to control the grade and prevent head cutting in natural or artificial channels. For the purposes of the Master Permit program, this practice will not be installed in fish bearing streams and would primarily be used for gully repair. This practice refers to rock, timber, or vegetative structures, such as a brush mattress, placed to slow water velocities above and below the structure, resulting in reduced erosion. This practice also involves earthmoving to reshape the area impacted by the gully. This will decrease the yield of sediment and sediment-attached substances and improve downstream water quality. An example of a practice from the CDFW California Salmonid Stream Habitat Restoration Manual that could be utilized during implementation of the Grade Stabilization practice is Brush Mattressing (p. VII-79).
<i>Dimensions</i>	<u>Length</u> : Average: 3 to 4 structures per 500' of gully, Max: 10 structures per 1,000' of gully. <u>Area</u> : Average: 0.5 acres; Max: 1.5 acres <u>Volume</u> <sup>3</sup> : Max: 30 cu. yards per structure; 300 cu. yards total. <u>Flow Rate</u> : Max: 300 cfs in the pipe.
<i>Additional Practice-Specific Protection Measures</i>	This practice will not be used in fish-bearing streams and will primarily be used for the repair of gullies.  Construction and maintenance of any practice that results in a change in volume of flow in streams that support a

	<p>fishery are not covered under this program. Construction and maintenance of Grade Stabilization Structures in streams or creeks that support a fishery are not covered under this program. Projects seeking to implement conservation practices in those circumstances must seek individual permits from appropriate public agencies.</p> <p>Grouted rock may be used for implementation of the Grade Stabilization practice at the head of gullies. Use of grouted rock will be minimized. Grouted rock would not be used on the bed or bank of a waterway. An example of a typical design from the CDFW California Salmonid Stream Habitat Restoration Manual that could be utilized during implementation of the Grade Stabilization practice is Brush Mattressing (p. VII-79).</p>
<b>5. Grassed Waterway (412)</b>	<p>Establishment of a natural or constructed channel that is shaped or graded to required dimensions and expected velocities, and establishment of suitable vegetation for the stable conveyance of runoff. This practice may reduce the erosion in a concentrated flow area, such as a gully. This may result in the reduction of sediment and substances delivered to receiving waters. Vegetation may act as a filter in removing some of the sediment delivered to the waterway, although this is not typically the primary function of a grassed waterway. Grassed waterways may be used to reduce the erosive force of runoff from agricultural lands into riparian or wetland areas or into a sediment basin. Grading and seedbed preparation may result in some short-term soil loss prior to establishment of vegetative cover.</p>
<i>Dimensions</i>	<p><u>Length</u>: Average: 1,000'; Max: 2,000'.  <u>Width</u>: Average: 20'; Max: 40'.  <u>Area</u>: Average: 0.5 acre; Max: 2 acre.  <u>Volume</u><sup>3</sup>: Average: 1,000 cu. yards; Max: 4,500 cu. yards (except in Coastal Zone Scenic Areas where the maximum grading allowed is 1,000 cu. yards).  <u>Flow Rate</u>: Max: 150 cfs.</p>
<i>Additional Practice-Specific Protection Measures</i>	<p>Grassed waterways are designed to convey the runoff associated with the contributory area along a prescribed slope to avoid erosion caused by the concentrated flow.</p>

	The waterway may not divert water out of the natural sub-watershed.
<b>6. Obstruction Removal (500)<sup>5</sup></b>	Removal and disposal of unwanted structures from waterways and/or other sensitive habitats, including cars, large appliances, and garbage (items that are anthropogenic and not natural to the system). Large objects such as cars and appliances would be removed unless their removal would result in a (net) detrimental effect. For example, cars will not be removed if the action would result in disturbance to an area beyond the maximum size identified for this practice or if the removal shall cause erosion in quantities deleterious to fish or other aquatic organisms. Structures would be removed when the stream channel is dry or during the lowest flows to minimize impacts. While most activities will occur during the summer months when most areas are dry, dewatering may be required for some projects involving removal of large objects such as cars and appliances. Dewatering a portion of a stream during construction would involve isolating the work area using temporary structures such as cofferdams and the pumping of water around the worksite in order to maintain flows downstream.
<i>Dimensions<sup>5</sup></i>	<u>Length</u> : Max: 50'. <u>Area</u> : Average: 10' x 15'; Max: 0.2 acre.
<i>Additional Practice-Specific Protection Measures</i>	Wherever possible, hand labor will be used, however, heavy equipment such as mechanical excavators may be employed in some projects, particularly where the project requires removal of larger items such as cars and appliances. Large objects removed from the area will be lifted out of the area, ensuring the obstruction is kept upright during removal and will not be pulled, dragged, or pushed to minimize potential impacts to the aquatic and terrestrial habitats. If the obstruction is easily accessible and/or an access road is adjacent to the work site, equipment such as a boom would be used to lift the obstruction out of the area. Additional limitations on use of construction equipment are described in the General Project Conditions under <b>Limitations on Construction Equipment</b> .

<b>7. Restoration and Management of Declining Habitats (643)</b>	<p>Restoring and conserving rare or declining native vegetated communities and associated wildlife species. This practice is used to restore land or aquatic habitats degraded by human activity; provide habitat for rare and declining wildlife species by restoring and conserving native plant communities; increase native plant community diversity; management of unique or declining native habitats (see Exhibits E, F and G for lists of suggested and prohibited species for revegetation). This practice may be used to remove invasive plant species in sensitive resource areas to improve the quality of the adjacent aquatic habitat or to manage non-native habitats that provide critical habitat for special status species, such as the monarch butterfly. This practice may also be used to manage fuel loads in sensitive habitats and allows treatment and maintenance of invasive species and noxious weeds, as well as revegetation of a treated area.</p>
<b>Dimensions</b>	<p><u>Length</u>: Average: 500'; Max: 1 mile.  <u>Area</u>: Average: 1 acre; Max: 5 acres.  <u>Volume</u><sup>3</sup>: Average: 50 cu. yards; Max: 1,000 cu. yards.</p>
<b>Additional Practice-Specific Protection Measures</b>	<p>When restoring or maintaining a rare or declining native plant community or wildlife habitat adjacent to and above the “ordinary high water mark”<sup>4</sup> of a water body, a filter fabric fence, fiber rolls and/or rice/straw bales shall be utilized, if needed, to keep sediment from flowing into the adjacent water body. When vegetation is sufficiently mature to provide erosion control, it may be appropriate to remove the fence, fiber rolls and/or rice or straw bales. Periodic review by RCD/NRCS shall occur until the native plant community or wildlife habitat planting is established to control erosion.</p>
<b>8. Sediment Basins (350) [with or without water control (638)]</b>	<p>Construction of basin(s) to collect and store debris or sediment. Sediment basins will trap sediment, sediment associated materials, and other debris and prevent undesirable deposition on bottomlands and in waterways and streams. Basins are generally located at the base of agricultural lands adjacent to natural drainage or riparian areas. Sediment basins shall not be constructed in a stream channel or other permanent water bodies. This practice may also involve designing the sediment basin to control water volumes leaving a site and releasing the water at a</p>

	<p>natural flow rate. If water control were recommended , an earth embankment or a combination ridge and channel design constructed across the slope and minor watercourses would be implemented to form a sediment trap and water detention basin. The practice does not treat the source of sediment but provides a barrier to reduce degradation of surface water downstream. Due to the detention of runoff in the basin, there is an increased opportunity for soluble materials to be leached toward the ground water. Basins may also increase groundwater recharge. The design of spillways and outlet works will include water control structures to prevent scouring at discharge point into natural drainage.</p>
<i>Dimensions</i>	<p><u>Area</u>: Average: 0.1 acre; Max: 1 acre.  <u>Volume</u><sup>3</sup>: Average: 400 cu. yards; Max: 4,000 cu. yards (compacted embankment); in Coastal Zone Scenic Areas no more than 1,000 cu. yards total grading volume.  <u>Impoundment Volume</u>: Average: 0.5 acre-foot; Max: 2 acre-feet.  <u>Impoundment Structure</u>: Average: 6 ft embankment measured from the lowest point in the basin to the spillway at a 2:1 maximum slope; Max: 6 ft – 10 ft embankment measured from the lowest point in the basin to the spillway at a 2:1 maximum slope<sup>6</sup>.</p>
<i>Additional Practice-Specific Protection Measures</i>	<p>Where water and sediment control basins create marshy conditions and attract nesting birds and other wildlife, maintenance may occur only after August 1<sup>st</sup>. If construction must occur during this period, a qualified individual approved by USFWS and/or CDFW will conduct pre-construction surveys for bird nests or bird nesting activity in the project area. Bird nesting sites shall be avoided as described above in Exhibit A (#2) <i>General Project Conditions, Temporal Limitations on Construction</i>. If the project has the potential to create standing water for longer than five (5) consecutive days, the County Mosquito Abatement and Vector Control District shall be consulted.</p> <p>Sediment basins shall not be constructed in a stream channel or other permanent water bodies. The work may involve grading along one shore of the stream to remove</p>

	gullies or eroded banks prior to building a streamside basin. Where construction of a sediment basin includes a pipe or structure that empties into a stream (underground outlet), an energy dissipater shall be installed to reduce bank scour.
<b>9. Streambank Protection (580)</b>	<p>Use of vegetation or structures to stabilize and protect banks of streams, lakes, or estuaries against scour and erosion. “Bioengineered” solutions using vegetation and soft materials (as opposed to concrete and rip rap, for example) are the preferred options where conditions are favorable for their use. The banks of streams and water bodies are protected by vegetation to reduce sediment loads causing downstream damage and pollution and to improve the stream for fish and wildlife habitat as well as protect adjacent land from erosion damage. Examples of this practice may include willow sprigging, brush mattresses, and live vegetative crib walls. This practice can be applied to natural or excavated channels where the stream banks are susceptible to erosion from the action of water or debris or to damage from livestock or vehicular traffic. The streambed grade must be controlled before most permanent types of bank protection can be considered feasible. Some examples of practices from the California Department of Fish and Game’s <i>California Salmonid Stream Habitat Restoration Manual</i> that could be utilized during implementation of the Streambank Protection practice include Log Cribbing (p. VII-68), Live Vegetative Crib Wall (p. VII-69), Logbank Armor (p. VII-70), Riprap (p. VII-65), Native Material Revetment (p. VII-75), Willow Sprigging (p. VII-77), Brush Mattressing (p. VII-77), and Trenching (p. VII-80). While most activities will occur during the summer months when most areas are dry, dewatering may be required for some projects involving implementation of streambank protection measures. Dewatering a portion of a stream during construction would involve isolating the work area using temporary structures such as cofferdams and the pumping of water around the worksite in order to maintain flows downstream.</p>
<i>Dimensions</i>	<u>Length</u> : Vegetation Average: 200’; Vegetation Max: 2,000’. Rock Max: 200’ contiguous rock protection and

	<p>500' of non-contiguous protection over 2,000' of bank.  <u>Width</u>: Vegetation Average: 20'; Vegetation Max: 50'.  Rock Average: 4'; Rock Max: 15'.  <u>Area</u>: Average Vegetation: 0.1; Max Vegetation: 2.5 acre.  Rock Protection Max: 0.1 acre  <u>Volume</u><sup>3</sup>: Average Vegetation: 500 cu. yards; Max  Vegetation: 4,000 cu. Yards<sup>7</sup> (or 1,000 cu. yards in all  Coastal Zone Scenic Areas). Average Rock: 100 cu. yards;  Max Rock<sup>8</sup>: 800 cu. yards.  <u>Flow Rate</u>: Vegetation Max: 2,000 cfs instream.</p>
<i>Additional Practice-Specific Protection Measures</i>	<p>No fill will be placed in the flood hazard area unless it is accompanied by an analysis (by a civil engineer) showing that there will be no rise in the base elevation and no off-site impact.</p>
<b>10. Stream Channel Stabilization (584)</b>	<p>Stabilization of the channel of a stream with suitable structures. "Bioengineered" solutions using vegetation and soft materials (as opposed to concrete and rip rap, for example) are the preferred options where conditions are favorable for their use. This practice applies to stream channels undergoing damaging aggradation or degradation that cannot be reasonably controlled with upstream practices (establishment of vegetative protection, installation of bank protection, or by the installation of upstream water control measures). The design and installation of grade stabilization structures produce a stable streambed favorable to wildlife and riparian growth. The Master Permit program does not cover projects that involve installation of grade stabilization structures in fish bearing streams.</p> <p>In non-fish bearing streams, this practice may be utilized to remove accumulated sand or sediment that have caused the channel to become plugged due to a large storm event or bank failure. This practice would not be used in fish-bearing streams or for routine maintenance involving dredging of a waterway. This practice would be used to remove sediment that has accumulated behind a dam or as a result of a catastrophic event such as a flood, and would only be used once at a given location under this program.</p> <p>While most activities will occur during the summer</p>



	months when most areas are dry, dewatering may be required for some projects involving installation of the stream channel stabilization practices. Dewatering a portion of a stream during construction would involve isolating the work area using temporary structures such as cofferdams and the pumping of water around the worksite in order to maintain flows downstream.
<i>Dimensions</i>	<p><u>Length</u>: Average: 200'; Max: 2,000'.</p> <p><u>Width</u>: Average: 20'; Max: 100'.</p> <p><u>Area</u>: Average: 0.1 acre; Max: 4.5 acre.</p> <p><u>Volume</u><sup>3</sup>: Average: 200 cu. yards; Max: 7,500 cu. yards (1,000 cu. yards in Coastal Zone Scenic Areas).</p> <p><u>Flow Rate</u>: Max: 400 cfs.</p>
<i>Additional Practice-Specific Protection Measures</i>	Sediment removal will not occur in fish-bearing streams. Sediment removal from non-fish bearing stream channels may occur if it will improve biological functioning of the stream and restore channel capacity. Sediment removal would occur as a one-time event and not a repeated maintenance practice. Sediment removal may not occur in a flowing stream or standing water. Sediment will not be stored in wetlands or waterways (including floodplains and floodways).
<b>12. Structure for Water Control (587)</b>	Installation of a structure in an irrigation, drainage, or other water management system, including streams and gullies, that conveys water, controls the direction or rate of flow, or maintains a desired water surface elevation, such as culverts, pipe drops or chutes within gullies, debris screens, etc. Structures for water control includes treatment systems, such as bioreactors, that improve on-site and/or downstream water quality. Structure for water control is used to replace or retrofit existing culverts that are either not functioning properly or are a barrier to fish passage. The placement of new culverts, when environmentally beneficial, is also covered. By controlling the velocity of water running through an area, this practice reduces erosion and prevents down cutting of stream channels. Culverts will be consistent with California Department of Fish and Game's "Culvert Criteria for Fish Passage" (April 2003) and National Marine Fisheries Service Southwest Region's "Guidelines for Salmonid

	Passage as Stream Crossings” (September, 2001).
<i>Dimensions</i>	<u>Flow Rate</u> : 80 cfs
<i>Additional Practice-Specific Protection Measures</i>	Crossings will be consistent with California Department of Fish and Game’s “ <i>Culvert Criteria for Fish Passage</i> ” (May 2002) and National Marine Fisheries Service Southwest Region’s “ <i>Guidelines for Salmonid Passage as Stream Crossings</i> ” (September, 2001). If dewatering in a fish-bearing stream is proposed as part of a project implemented under the permit coordination program, the RCD/NRCS will comply with the terms and conditions outlined in the RC Biological Opinion, and any subsequent conditions, issued by NOAA Fisheries for this project. If the project has the potential to create standing water for longer than five (5) consecutive days, the County Mosquito Abatement and Vector Control District shall be consulted.
<b>13. Underground Outlets (620)</b>	Installation of a conduit beneath the surface of the ground to collect surface water and convey it to a suitable outlet. This practice is typically, although not always, associated with a sediment basin (with or without water control). Excess surface water generated by farmland on steep terrain can be collected and conveyed to a sediment basin by installing pipe safely buried underground. Location, size, and number of inlets are determined to collect excess runoff and prevent erosive surface flow. This runoff is then discharged at sediment basin where high velocity runoff is calmed and suspended sediment is trapped prior to releasing water into natural drainage channel. The basin is designed to release water at a natural rate of flow.
<i>Dimensions</i>	<u>Length</u> : Max. in Riparian Areas: 50’. <u>Width</u> : Max. in Riparian Areas: 20’. <u>Area</u> : Max. in Riparian Areas: 1,000 sq. ft. <u>Volume</u> <sup>3</sup> : Max. in Riparian Areas: 10 cu. yards <sup>9</sup> . <u>Flow Rate</u> : Max. in Riparian Areas: 60 cfs.
<i>Additional Practice-Specific Protection Measures</i>	If a pipe or structure that empties into a stream (underground outlet), a properly sized energy dissipater shall be installed to reduce bank scour and bank erosion.

<p><b>14. Upland Wildlife Habitat Management</b> (645, 382, 614, 516)</p>	<p>This practice will be utilized to create, restore, and/or enhance upland habitat for wildlife species. This practice may be used to install shelter, cover, and food, establish vegetation for shelter, food, and enable movement, and for manipulating vegetation to sustain optimal habitat conditions.</p> <p>This practice may include the creation of infrastructure to accomplish the intended purpose of the practice, including a livestock pipeline, fence, and watering facility.</p> <p>Use of a pipeline for conveying water from an existing source of supply to points of its use for livestock; to shift livestock to constructed waters sources and away from streams and lakes. This practice is designed to reduce bank erosion, sediment yield, and manure entering watercourses. Occasionally, a pipeline may cross streams or water courses.</p> <p>The Watering Facility practice is limited to the device that actually holds the water. It is not the well, spring, or other source of undeveloped water.</p> <p>The construction a fence across a riparian corridor or in a sensitive habitat may be utilized to improve grazing and land use management to achieve restoration goals</p>
<p><i>Dimensions</i></p>	<p><u>Length</u>: Average: 50'; Max: 200' through riparian areas (includes 50' on each bank and across a stream or gully), and up to 10,000' through the upland areas.</p> <p><u>Width</u>: Average 15'; Max: 20'.</p> <p><u>Area</u>: Max: 4,000 sq. ft. through riparian areas/crossing streams</p> <p><u>Volume</u><sup>3</sup>: Average: 15 cu. yards; Max: 50 cu. yards through riparian areas<sup>4</sup>.</p> <p><u>Pressure</u>: Max: 300 psi (Highest capacity for a pipeline would not exceed 300 pounds per square inch). The</p>

<sup>4</sup> A "fish-bearing stream" is defined as a stream located within the range of the listed species

	maximum livestock pipeline diameter would be 3 inches.
<b><i>15. Wetland Management*</i></b> (657, 659, 356, 587, 644)	To restore and enhance wetlands conditions similar to those that existed prior to modification for farming, grazing, or other land use. This practice includes minor reshaping to restore topographic relief of the site, hydrological enhancement (increasing season of inundation or saturation), and vegetative enhancement to remove any undesired species that did not originally exist on the site or to plant native species. To actively manage the water regime to improve habitat for desired species or to be able to manage for pest control (i.e. mosquitoes), dike and Structure for Water Control may be used. Once constructed, the maintenance of the practice(s) is allowable, including management of water levels and a wide range of vegetation management activities to maintain or improve the vegetative composition on a site.
<b><i>Dimensions</i></b>	<u>Area</u> : 5 acres max (waters of the state); 18 acres max.  <u>Volume</u> <sup>3</sup> : 1,000 cyd. (scenic coastal areas); 7500 cyd max
<b><i>Additional Practice-Specific Protection Measures</i></b>	Activities will seek to emulate the functions of undisturbed conditions and will not result in significant loss of vegetation or disturbance which would negatively impact species' habitat, cover, food, etc.

1. A "fish-bearing stream" is defined as a stream located within the range of the listed species (Central California Coast (CCC) Evolutionarily Significant Unit (ESU) Coho, the CCC steelhead, and South Central Coast ESU Steelhead) and/or designated critical habitat for these salmonids. The County of Santa Cruz and CDFW fisheries experts prepared a GIS-based summary of the existing information on salmonid distribution in Santa Cruz County streams "Steelhead and Coho Salmon Distribution", County of Santa Cruz, May, 2004. The RCD and NRCS will utilize this map, and any subsequent updates to it, during the initial project assessment to determine if the project is taking place in a fish-bearing stream.
2. Dimensions refer to actual area of improvement.
3. Volume of soil disturbed, based on practice installation and representing the volume of soil excavated and used as fill or removed from site, or soil imported as fill.
4. The "ordinary high water mark" on non-tidal rivers is defined by the line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank; shelving; changes in the character of soil; destruction of terrestrial vegetation; the presence of litter and debris; or other appropriate means that consider the characteristics of the surrounding areas. Some indicators of the ordinary high water mark include water staining, shelving, and evidence of debris, among other potential indicators.

5. Actual objects rarely exceed 10 ft. x 15 ft. Access to an object may involve disturbance of up to 50' in length. It is difficult to estimate the total number of separate objects to be removed from a stream. Maximum disturbance per project is limited to .2 acres.
6. Embankment heights exceeding 6 ft will be accompanied by additional technical information that has been reviewed and approved by County Geologist and County Civil Engineer. At a minimum, all engineered practices shall be designed/sized to accommodate a 10-year storm event.
7. For vegetation treatments, soil disturbance is assumed to be a maximum of 700' of 2,000' maximum reach. The average depth of soil grading (cut or fill) is 3'.
8. Numbers provided for rock armoring refer to actual areas and volume of rock placed only. Total soil disturbance limits are same as for vegetative treatments since remainder of work area will be vegetated. Rock placed would be used at the toe of the bank in conjunction with bioengineering techniques. RSP for bank protection is limited to approximately 300 cyd. Up to 800 cyd of rock is allowable if the majority of rock will be used for fish-friendly practices, such as rock vanes, j-hooks, root wad anchoring, etc.
9. Area of practice within riparian area includes a 50' length and a 20' wide work area for equipment. Volume of soil is based on a 2' wide trench over 50' with pipe buried to an average depth of 2'.

At a minimum, all engineered practices shall be designed/sized to accommodate a 10-year storm event.

\* Where this practice involves replacement of a fish passage barrier with a bridge, bridge plans will be designed by a civil engineer and soil information will be supplied to the County by a civil engineer or geotechnical engineer.

Also, per the County of Santa Cruz requirements, a registered civil engineer (RCE) would be responsible for signing designs for projects where the following conditions exist:

- When grading exceeds 2000 cubic yards or the County geologist/engineer determines that the project warrants further investigation;
- When the embankment heights for a sediment basin exceeds six feet; or
- If project involves placement of fill in the FEMA identified flood hazard area (Zones A, V, or floodway), including footings, supports, approaches, erosion protection and other elements of bridges.

Lastly, if a ditch relief culvert outlets to a slope greater than 30%, a letter will be provided with the PCN documenting the stability of the slope.

### Summary of Activities for Each Tier.

**COMPLEXITY OF PROJECT AND REGULATORY REQUIREMENTS**

**LOWEST**→→→→→→→→→→→→→→→→→→→→→→→→→→→**HIGHEST**

	<b>TIER I</b>	<b>TIER II</b>	<b>TIER III</b>
<b>Summary</b>	<p>Projects in upland areas only.</p> <ul style="list-style-type: none"> <li>•No work in stream channels or riparian habitat.</li> <li>•No projects where special status species or their habitat occurs.</li> </ul>	<p>Projects in streams or riparian areas; work may require temporary water diversion and dewatering.</p> <ul style="list-style-type: none"> <li>•No projects where threatened or endangered species or their habitat occurs.</li> <li>•No streambank rock riprap protection of any kind.</li> </ul>	<p>Projects in streams or riparian areas; work may require temporary water diversion and dewatering.</p> <p>Projects where threatened or endangered species or their habitat occurs, including in jurisdictional wetlands.</p> <ul style="list-style-type: none"> <li>• For projects involving streambank rock riprap protection or removal of in-stream barriers, early coordination with agencies will occur.</li> </ul>
<b>Timing</b>	<ul style="list-style-type: none"> <li>•Projects that occur in upland areas may occur year-round.</li> <li>•The Permittee shall consider wildlife usage in the project area.</li> <li>•Tier I projects, such as invasive species removal, can occur throughout the year, if there is no documented occurrence of special status species within the past two years or if protocol level surveys are conducted and no species are found.</li> <li>•Bare soil and areas where invasive plant species are removed must be stabilized before a Predicted Rain Event.</li> </ul>	<ul style="list-style-type: none"> <li>•Portions of the project that occur below top of creek banks or in riparian areas shall be stabilized for the winter prior to October 15 of each year, either by completing construction of those portions of the project (including installation of permanent erosion control measures) or by implementing winterization stabilization measures capable of effectively stabilizing the area and preventing erosion under winter rain and flow conditions generated by the 10-year 24-hour storm event.</li> <li>•No construction activities (other than manual, on foot, revegetation/erosion control actions) shall be conducted below top of creek banks or in other waters of the State during the winter period (October 15 – May 30), unless prior written approval has</li> </ul>	<p>All restrictions for TIER II apply, AND:</p> <p>Where special status species could be impacted by construction activities, work seasons will be further restricted by agency permits.:</p> <ul style="list-style-type: none"> <li>•If special status species are present (based on protocol-level surveys), or assumed present based on habitat, invasive species removal may occur after early consultation with USFWS and CDFW has occurred.</li> <li>•Bare soil and areas where invasive plant species are removed must be stabilized before a Predicted Rain Event.</li> </ul>

	<b>TIER I</b>	<b>TIER II</b>	<b>TIER III</b>
		<p>been obtained from Central Coast Water Board staff.</p> <p>Work outside this period may be authorized by agency staff on a site-specific basis.</p> <ul style="list-style-type: none"> <li>• Bare soil and areas where invasive plant species are removed must be stabilized before a Predicted Rain Event.</li> <li>•The Permittee shall consider wildlife usage in the project area.</li> <li>•Manual revegetation (revegetation that does not require the use of heavy equipment in the waterbody) may occur when rain conditions allow per the winter period text above.</li> <li>•Work shall be timed to avoid disturbing breeding birds in native habitat. Projects that could affect breeding birds shall not begin until August 1 or until a qualified individual determines that a) the birds have fledged and are no longer reliant on the nest or parental care for survival, or b) the nest is abandoned.</li> </ul>	
<b>Notification</b>	<ul style="list-style-type: none"> <li>•Notifications shall include information specified in the PCN template</li> <li>•Tier I PCNs shall be submitted to regulatory agencies with regulatory authority over project activities no more frequently than two times per year (by March 15<sup>th</sup> and May 15<sup>th</sup>).</li> <li>•Projects may begin 10 working days after PCNs have been submitted to the</li> </ul>	<ul style="list-style-type: none"> <li>•Tier II PCNs shall be submitted to regulatory agencies with regulatory authority over project activities no more frequently than two times per year (by March 15<sup>th</sup> and May 15<sup>th</sup>).</li> <li>•Projects may not begin until 30 days after submittal of the PCN or until May 31<sup>st</sup>, whichever is later, unless the Permittee is contacted by the regulatory agencies. If</li> </ul>	<ul style="list-style-type: none"> <li>• Notifications shall include information specified in the PCN template.</li> <li>Tier III PCNs shall be submitted one time per year by May 15<sup>th</sup>, unless a late submittal is approved by all agencies with regulatory authority over project activities.</li> <li>•Projects may begin 30 days after the PCNs have been submitted and no sooner than</li> </ul>

	<b>TIER I</b>	<b>TIER II</b>	<b>TIER III</b>
	regulatory agencies, unless the RCDSCC is contacted by the agencies.	<p>contacted, the Permittee shall not begin work until after the PCN is re-submitted incorporating agency recommendations into the project description and until May 31.</p> <ul style="list-style-type: none"> <li>•The PCN shall flag (mark for attention) projects that exceed the dimensions identified in the Conservation Practices table.</li> <li>•For Tier II projects that exceed the dimensions identified in the Conservation Practices table, the Permittee shall submit the PCNs by February 21st to allow time for additional review.</li> </ul>	<p>May 31, unless the Permittee is contacted by the regulatory agencies.</p> <ul style="list-style-type: none"> <li>•If the regulatory agencies require modifications, the Permittee shall prepare and circulate a Final PCN for final project approval.</li> <li>•Work may begin 10 working days after the Final PCN is sent and no sooner than May 31.</li> <li>•The PCN shall flag (mark for attention) projects that exceed the dimensions identified in the Conservation Practices table (Attachment XX).</li> <li>•For Tier III projects that exceed the dimensions identified in the Conservation Practices table (Attachment XX), the Permittee shall submit the PCNs by March 15th to allow time for additional review.</li> </ul>

#### Description of Conservation Practices and Tier System

CONSERVATION PRACTICE (FOTG PRACTICE CODE)	TIER	PURPOSE AND COMMON USES
<b>Access Road Improvement (560)</b>	I, III,	Road projects for which grading exceeds 100 cyd in upland habitat would fit in tier I; projects with T&E species, or their habitat would fit in tier III.
<b>Planting (342, 612, 422, 391)</b>	I, II or III	Projects for which grading exceeds 100 cyd in upland habitat would fit in tier I; planting projects within a riparian corridor would fit in tier II; projects with T&E species, or near or in their habitat would fit in tier III.
<b>Stream Habitat Improvement and Management (395)</b>	II, III,	Projects within a riparian corridor would fit into tier II; projects with T&E species, or their habitat would fit into tier III..
<b>Stream Crossing (578)</b>	II, III	Activities without listed species would fit into tier II; projects with T&E species, or their habitat would fit into tier III.
<b>Grade Stabilization Structure (410)</b>	I or III	Projects for which grading exceeds 100 cyd in upland habitat would fit in tier I; projects with T&E species, or their habitat would fit in tier III.
<b>Grassed Waterway</b>	I or III	Projects for which grading exceeds 100 cyd in upland habitat would fit in tier



CONSERVATION PRACTICE (FOTG PRACTICE CODE)	TIER	PURPOSE AND COMMON USES
(412)		I; projects with T&E species, or their habitat would fit in tier III.
<b>Obstruction Removal (500)</b>	II ,III	Projects within a riparian corridor would fit into tier II; projects with T&E species, or their habitat would fit into tier III.
<b>Restoration and Management of Declining Habitats (643)</b>	I, II or III	Projects for which grading exceeds 100 cyd in upland habitat would fit in tier I; projects within a riparian corridor would fit in tier II; projects with T&E species, or their habitat would fit in tier III.
<b>Sediment Basin (350) [with or without Water Control (638)]</b>	I or III	Projects for which grading exceeds 100 cyd in upland habitat would fit in tier I; projects with T&E species, or their habitat would fit in tier III.
<b>Streambank Protection (580)</b>	II ,III	Streambank restoration activities, without listed species, would fit into tier II; projects with T&E species, or their habitat would fit into tier III.
<b>Stream Channel Stabilization (584)</b>	II, III	Stream channel activities, without listed species, would fit into tier II; projects with T&E species, or their habitat would fit into tier III.
<b>Structure for Water Control (587)</b>	I, II, III	Projects for which grading exceeds 100 cyd in upland habitat would fit in tier I; projects within a riparian corridor would fit in tier II.
<b>Underground Outlet (620)</b>	I, II or III	Projects for which grading exceeds 100 cyd in upland habitat would fit in tier I; projects within a riparian corridor would fit in tier II; projects with T&E species, or their habitat would fit in tier III.
<b>Upland Wildlife Habitat Management (645, 382, 614, 516)</b>	I or III	Projects for which grading exceeds 100 cyd in upland habitat would fit in tier I; projects with T&E species, or their habitat would fit in tier III.
<b>Wetland Management (657, 659, 356, 644)</b>	II or III	Projects within a wetland, without T&E species or their habitat would fit in tier II; projects with T&E species, or habitat would fit in tier III.

## EXHIBIT C:

### **Notification and Communication Procedures for the Countywide Partners in Restoration Permit Coordination Program (i.e., Master Permit)**

#### Preliminary Pre-Construction Notification:

Tier I. The RCD will provide an electronic Pre-Construction Notifications (PCN) for each project to County Planning Department (attn: Environmental Planning) no more frequently than 2 times per year; March 15<sup>th</sup> and May 15<sup>th</sup>. Tier 1 notifications will include the following information:

- Project identification and location, including location map.
- Nature of work and description of project need.
- Approved practices to be installed.
- Environmental setting – surrounding habitat, adjacent land use.
- Photos of the project area and immediate surroundings annotated to describe the project area and any applicable site features.

- The volume of any proposed grading, including the offsite location to which the fill will be exported (if location is not a municipal landfill), and a valid grading permit (and, if in the coastal zone, a coastal permit) authorizing placement of the fill at the receiving site in such cases. Where grading exceeds 2,000 cubic yards, or as otherwise requested by the Planning Director, certification that plans have been designed and signed by a Registered Civil Engineer (RCE) practicing in accordance with the standards of the State of California (to be indicated by marking a checkbox on the PCN form).
- The compaction requirements and finished maximum cut and fill slopes, as applicable.
- When native vegetation will be removed and revegetation will occur, a visual assessment of dominant native shrubs and trees, approximate species diversity, and approximate coverage.
- Information and justification about the plant species to be used for revegetation (checkboxes).
- Potential presence of listed species (i.e., indication that CNDDDB map has been consulted for species) (checkbox).
- Indication that County archeological and paleontological resources maps have been consulted to determine if the project is located in an area where such resources may be impacted (checkbox); with certification that the NRCS Cultural Resources Coordinator or the USACE Regulatory Project Manager has been notified of any projects potentially impacting archeological resources (checkbox).
- If any projects will take place within Coastal Zone, certification that the PCN has been circulated to the California Coastal Commission, Central Coast District office (checkbox).
- For projects within the Coastal Zone, certification that the plans for such projects have been circulated to the California Coastal Commission, Central Coast District office (checkbox). All such plans should include:
  - Location map.
  - Site plan and cross-section/elevation views (if applicable);
  - Plans/maps showing property lines, as providing by the County of Santa Cruz GIS website and APNs (RCD and NRCS will provide agencies with a key linking up the APNs for project locations and the landowner names);
  - Indication of any easements or other restrictions applicable to the project area. RCD and NRCS shall inform participating landowners that: (1) landowners are responsible for providing the RCD and NRCS with accurate information about any easements and/or other restrictions affecting that portion of their property where the project would occur; (2) if landowners indicate that there are no such easements and/or restrictions when in fact this is inaccurate, or if they fail to identify all such easements and/or restrictions, and if project implementation leads to a conflict with the terms and conditions of any such easement(s) and/or restriction(s), then the involved landowner(s) shall be held responsible for rectifying the problems created by the project consistent with the terms and conditions of such easements and/or restrictions. When any easements and/or restrictions are identified, RCD and NRCS shall review such easements

and/or restrictions (including coordinating with any third-party easement/restriction holders if there are any) to ensure that the project is consistent with them. The RCD and NRCS shall document recommendations on how the project should be modified, if necessary, to ensure consistency with any such restrictions and communicate this information to the landowner. If the landowner moves forward with project implementation and fails to incorporate such recommendations resulting in a conflict with any existing easements/restrictions, the landowner shall be held responsible for rectifying the problems consistent with the terms and conditions of such easements and/or restrictions. As described in the Project Description, and in the Cooperator Agreement itself, if a landowner (or Cooperator) does not carry out work consistent with project design standards and specifications, the RCD and NRCS shall notify the landowner and work directly with them to resolve the problem. If the landowner still fails to conform to the standards set forth in this Program, the NRCS or RCD shall notify the Cooperator that their activities are inconsistent with the standards and specifications contained in the Project Plans and Specifications and that the Cooperator's actions are no longer covered by the Program's permits and agreements. This easement/restriction language shall be included in the Cooperator Agreement signed by the participating landowners.

- For projects in Coastal Zone, a map showing trees that will be disturbed or removed, with description of how findings in County Code Chapter 16.34 (Significant Trees Protection) will be met for any proposed removal of a “significant tree” as defined in County Code Section 16.34.030.
- Indication if any part of the project area is within 40-feet of a County right-of-way.
- For any project that potentially could impact County rights-of-way and for which DPW Encroachment Permits would normally be needed, certification that plans for such projects have been circulated to the County Department of Public Works (DPW) (checkbox).
- Certification that site is not on list of hazardous materials sites cited in the CEQA Initial Study (checkbox).
- Proposed strategies for implementation of CEQA mitigations and other requirements, as specified in the Initial Study and Mitigated Negative Declaration for the Countywide Permit Coordination Program.
- Description of the criteria that will be used to measure success for each project, and the time frame to be used to monitor the identified success criteria. If identified success criteria are to be monitored for less than five years initially, then information and a rationale supporting such a decreased monitoring time-frame shall be provided.
- Indication that landowner access consent has been obtained for the project site and any properties that must be crossed to implement the project (checkbox).
- For all other project types requiring RCE review/approval, as indicated in Exhibit B (i.e., for practices designated with two asterisks in Exhibit B, or as indicated in

the endnotes of Exhibit B), certification that an RCE has reviewed, analyzed, and/or designed the project (checkbox).

- Applicable information regarding CEQA mitigation monitoring, as described in #6 below.

Tier II. The RCD will provide an electronic Preliminary PCN for each project to County Planning Department (attn: Environmental Planning) no more frequently than 2 times per year; March 15<sup>th</sup> and May 15<sup>th</sup>. Notifications will include all Tier I information, as well as the following:

- Identification of those projects with in-stream work, and those potentially directly or indirectly impacting fish bearing streams<sup>5</sup>.
- Estimated number of creek crossings and type(s) of vehicle(s) to be used.
- A description of proposed water diversion or silt control, if working in a perennial stream and if flows will be isolated from the workspace.
- Presence of barriers to aquatic species migration.
- Indication that County FEMA map has been consulted to determine if the project is located in a FEMA identified flood hazard area (Zones A, V, or floodway) (checkbox).
- For all projects with the potential to impact a floodway or floodplain, the written analysis of a Registered Civil Engineer (RCE), or licensed hydrologist, indicating that the project will not decrease floodwater storage, modify floodwater conveyance, increase base flood elevation, or otherwise create an adverse impact either on the site, or upstream or downstream of the site.

Tier III. By May 15<sup>th</sup> of each year, the RCD will send an electronic Preliminary PCN to the County Planning Department (attn: Environmental Planning) for each project planned for the upcoming construction season. Notifications will include all Tier II information, as well as the following:

- Description of any proposed wetland disturbance, including description of how project/practice will increase functional capacity of said wetland, and a description of the wetland delineation methodology (checkbox).
- Information on special status species/habitat present in relation to the work area, potential impacts to special status species/habitat, and all applicable environmental protection and mitigation measures.

All PCNs will include a cover sheet signed by the NRCS and the RCD certifying that each proposed project meets the criteria to qualify under the Santa Cruz Countywide Partners in Restoration Permit Coordination Program (i.e. Master Permit).

---

<sup>5</sup> A “fish-bearing stream” is defined as a stream located within the range of the listed species (Central California Coast (CCC) Evolutionarily Significant Unit (ESU) Coho, the CCC steelhead, and South Central Coast ESU Steelhead) and/or designated critical habitat for these salmonids. The County of Santa Cruz and CDFW fisheries experts prepared a GIS-based summary of the existing information on salmonid distribution in Santa Cruz County streams “Steelhead and Coho Salmon Distribution”, County of Santa Cruz, May, 2004. The NRCS and RCD will utilize this map, and any subsequent updates to it, during the initial project assessment to determine if the project is taking place in a fish-bearing stream.

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# Attachment B

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## Initial Scope for Monterey County “Partners in Restoration” Master Permit

October 29, 2021

The Master Permit for which we would like to prepare an application in order to reduce costs for both the County of Monterey and conservation/restoration project proponents, would be modeled after the ‘Partners in Restoration’ Master Permit that has been in effect since 2005 in Santa Cruz County. There are 15 project types with specified limits/scopes incorporated into that permit (see attached “NRCS Practices in Santa Cruz Master Permit” document attached), which we would also use along with some proposed variations and the addition of a new practice or two as briefly outlined in the table below. ***We anticipate submitting an average of 5 projects per year over the next five years for permitting under this mechanism.*** We may have additional projects that fall outside of the scope of the desired Master Permit, and will pursue permits for those separately.

Practice under Santa Cruz Master Permit for Partners in Restoration Program	Monterey County Conservation Partners proposed modifications to Santa Cruz Master Permit practice scopes and/or descriptions
1. Access Roads (Improvement) (NRCS Practice 560):	<ul style="list-style-type: none"> <li>• Include Road Decommissioning in description (or add new practice).</li> <li>• Double length dimension for grading and rolling dip construction</li> </ul>
2. Planting (342, 612, 422, 391)	<ul style="list-style-type: none"> <li>• Update referenced plant lists for Monterey County</li> <li>• Increase max acreage from 5 ac. to 20-30 acres</li> </ul>
3. Stream Habitat Improvement & Management (395)	<ul style="list-style-type: none"> <li>• Include streamside eucalyptus removal</li> <li>• Increase ‘Maximum dimensions for hardened crossing (fords) be removed’ from 20’ to 30’.</li> </ul>
4. Stream Crossing (578)	<ul style="list-style-type: none"> <li>• Add "defunct or unstable" bridge or abutments language that pose threat to stream habitat (might also fit under "Obstruction Removal (500)") - increase max length to 75'.</li> <li>• Include trail crossings. (If so, include language to accommodate trail construction)</li> </ul>
5. Grade Stabilization Structure (410)	<ul style="list-style-type: none"> <li>• As-is; No modifications desired</li> </ul>
6. Grassed Waterway (412)	<ul style="list-style-type: none"> <li>• As-is; No modifications desired</li> </ul>
7. Obstruction Removal (500)	<ul style="list-style-type: none"> <li>• As-is; No modifications desired</li> </ul>
8. Restoration and Management of Declining Habitats (643)	<ul style="list-style-type: none"> <li>• Increase maximum acreage from 5 ac to 10-15 ac., and increase volume</li> <li>• Modify to provide better coverage for forest fuels management, or insert new practice for that purpose?</li> </ul>
9. Sediment basins (350) [with or without water control (638)]	<ul style="list-style-type: none"> <li>• Include maintenance of basins</li> </ul>
10. Streambank Protection (580)	<ul style="list-style-type: none"> <li>• As-is; No modifications desired</li> </ul>
11. Stream Channel Stabilization (584)	<ul style="list-style-type: none"> <li>• Modify to include periodic sediment removal (ex. Gabilan Cr entering Carr Lake), or add additional practice?</li> </ul>



12. Structure for Water Control (587)	<ul style="list-style-type: none"> <li>• Add 'rock armoring' to practice description</li> </ul>
13. Underground Outlets (620)	<ul style="list-style-type: none"> <li>• As-is; No modifications desired</li> </ul>
14. Upland Wildlife Habitat Management (645, 382, 614, 516)	<ul style="list-style-type: none"> <li>• Could Brush Management (314), Firebreak (394), Forest Stand Improvement (666), Fuel Break (383) and similar upland habitat modification be included? Or would that be a separate practice?</li> </ul>
15. Wetland Management (657, 659, 356, 587, 644)	<ul style="list-style-type: none"> <li>• Increase maximum acreage from 5 ac to 30 ac</li> <li>• Increase maximum volume from 1,000 cy to 30,000</li> <li>• Consider addition of "Pond (378)" "Pond Sealing or Lining (520)" "Wetland Creation (658)"</li> </ul>

Possible additional practices requested:

16. Forest fuels management (Brush Management (314), Firebreak (394), Forest Stand Improvement (666), Fuel Break (383) and similar upland habitat modification as eligible)
17. Sediment management
18. Pond (378) and Bioreactor (605): Include creation and maintenance

**Submitted jointly by**

Resource Conservation District of Monterey County

USDA Natural Resources Conservation Service, Salinas Service Center

Central Coast Wetlands Group

California Marine Sanctuary Foundation

Elkhorn Slough Foundation

Big Sur Land Trust



# Monterey County

## Item No.10

### Board Report

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

Legistar File Number: 21-996

November 16, 2021

Introduced: 11/8/2021

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

Receive the notice of adjustment of the annual salary of the members of the Board of Supervisors, in accordance with Section 2.04.370C of the County of Monterey Code consistent with the superior court judge salary adjustments retroactive to July 1, 2021. The salary adjustment will be implemented November 27, 2021 retroactive to July 1, 2021.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive the notice of adjustment of the annual salary of the members of the Board of Supervisors, in accordance with Section 2.04.370C of the County of Monterey Code consistent with the superior court judge salary adjustments of 4.3% retroactive to July 1, 2021. The salary adjustment will be implemented November 27, 2021 retroactive to July 1, 2021.

#### SUMMARY/DISCUSSION:

Section 2.04.370C of the County of Monterey Code mandates that salary of the members of the Board of Supervisors be adjusted by the same percentage rate applicable to the office of superior court judge. The attached August 12, 2021 memorandum from the Judicial Council of California and Exempt Pay Letter from the California Department of Human Resources (CALHR) detail the additional salary increases provided to superior court judges for FY 2021-22.

Under Section 2.04.370C notice of the adjustment shall be included on the agenda of a regular meeting of the Board of Supervisors at least ten days prior to the implementation date with an effective date the date any adjustment is effective for superior court judges. As such, the salary adjustment pursuant to the Code will be implemented November 27, 2021 with an effective date of July 1, 2021.

Please note that the adjustments provided in Section 2.04.0370C are automatic, action by the Board of Supervisor is not required or necessary for the adjustment to go into effect.

#### OTHER AGENCY INVOLVEMENT:

The County Administrative Office and Office of the County Counsel concurs with this report.

#### FINANCING:

The salary adjustments will result in retroactive costs of approximately \$13,265 and additional salary and benefits of approximately \$25,075 for a total cost of approximately \$38,340 for Fiscal Year

2021-22. These salary adjustments were not included in the FY 2021-22 adopted budget. To the extent these salary increases cannot be absorbed within existing budget, staff will, as necessary, propose a recommended budget modification. The increased future year costs will be included in the department's requested budget.

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
- ☒ 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

Attachment:

Judicial Salary Memorandum Dated August 12, 2021



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 21-996**

**November 16, 2021**

**Introduced:** 11/8/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

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Please note that the adjustments provided in Section 2.04.0370C are automatic, action by the Board of Supervisor is not required or necessary for the adjustment to go into effect.

### OTHER AGENCY INVOLVEMENT:

The County Administrative Office and Office of the County Counsel concurs with this report.

### FINANCING:

The salary adjustments will result in retroactive costs of approximately \$13,265 and additional salary and benefits of approximately \$25,075 for a total cost of approximately \$38,340 for Fiscal Year 2021-22.

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Legistar File Number: 21-996

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requested budget.

**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
- ☒ 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

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*Wendell Sells*

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DocuSigned by:

*Irma Ramirez-Bough*

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Attachment:

Judicial Salary Memorandum Dated August 12, 2021



## JUDICIAL COUNCIL OF CALIFORNIA

455 Golden Gate Avenue • San Francisco, California 94102-3688  
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

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### MEMORANDUM

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**Date**

August 12, 2021

**Action Requested**

For Your Information

**To**

Associate Justices of the Supreme Court  
Associate Justices of the Courts of Appeal  
Judges of the Superior Courts of California

**Deadline**

N/A

**From**

Martin Hoshino  
Administrative Director, Judicial Council

**Contact**

Evelyn Ramos, Human Resources Supervisor  
415-865-4296 phone  
evelyn.ramos@jud.ca.gov

**Subject**

Fiscal Year 2021–22 Judicial Salary Increase

---

I am forwarding the attached Exempt Pay Letter from the California Department of Human Resources (CalHR) regarding fiscal year 2021–22 judicial salary increases.

The pay letter addresses a 4.3% increase to judicial salaries effective July 1, 2021, pursuant to provisions of Government Code section 68203, subdivision (a).

Annual increases in judicial salaries are linked to those received by executive branch employees, as negotiated through statewide collective bargaining agreements. After bargaining agreements are reached, CalHR calculates the proposed increase amount and submits a formal Exempt Pay Letter to the State Controller.

The methodology CalHR uses to calculate judicial salary increases under section 68203 is based on salary costs related to *all* state employees within the executive branch. This methodology calculates an average general salary increase relative to the state's entire executive branch workforce, which includes 21 bargaining units as well as the remaining excluded employees. The methodology takes into account the size of the bargaining unit and the total costs of general salary increases across the entire executive branch.

August 12, 2021

Page 2

Per Government Code section 68203, subdivision (c): "...a salary increase occurring on or after July 1 of any fiscal year for California state employees that is made effective on July 1 of that fiscal year shall be included in the calculation of the average percentage salary increase for that fiscal year, retroactive to July 1 of that fiscal year. The Department of Human Resources shall report any retroactive average percentage salary increase to the State Controller in a pay letter."

The new salary rates will be reflected in the August 2021 payroll checks issued on September 1, 2021. The State Controller's Office has informed us that they will issue a separate retroactive payment for the months of July by August 31, 2021.

Please note that administrative presiding justices and presiding judges will continue to receive additional pay differentials to their compensation.

MH/fnk

Attachment

cc: Hon. Tani G. Cantil-Sakauye, Chief Justice of California  
Mr. Jorge Navarrete, Clerk/Executive Officer of the Supreme Court  
Clerk/Executive Officers of the Courts of Appeal  
Court Executive Officers of the Superior Courts  
Human Resources Liaisons of the Courts of Appeal and Superior Courts  
Ms. Millicent Tidwell, Chief Deputy Director, Judicial Council  
Mr. John Wordlaw, Chief Administrative Officer, Judicial Council  
Mr. Robert Oyung, Chief Operating Officer, Judicial Council  
Ms. Aurora Rezapour, Human Resources Director, Judicial Council

**Exempt Program**

1515 S Street, North Building, Suite 500  
Sacramento, CA 95811  
(916) 324-9381; Fax (916) 327-1886

**Governor** Gavin Newsom  
**Secretary, Government Operations Agency** Yolanda Richardson  
**Director** Eraina Ortega

August 11, 2021

State Controller's Office  
300 Capitol Mall  
Sacramento, CA 95814

**Subject: Exempt Pay Letter**

Per Government Code section 68203, this is to notify you that the Department of Human Resources (CalHR) has adjusted the following statutory judicial salaries, effective July 1, 2021. This represents a salary increase of 4.3% percent based on the figures of the average increase provided to State employees in FY 2021-2022.

Class Code	Class Title	Monthly Salary	Annual Salary	New Monthly Salary	New Annual Salary
L5987	Chief Justice	\$22,891.25	\$274,695	\$23,875.58	\$286,507
L5988	Associate Justice	\$21,829.08	\$261,949	\$22,767.75	\$273,213
L5991	Justice, Court of Appeal	\$20,464.83	\$245,578	\$21,344.83	\$256,138
L9999	Judge, Superior Court	\$17,883.41	\$214,601	\$18,652.41	\$223,829

Please note that the monthly rate may be rounded down so that the total for the twelve months does not exceed the annual amount. If you have any questions, please contact Angelina Snarr at (916) 324-9406 or [Angelina.Snarr@calhr.ca.gov](mailto:Angelina.Snarr@calhr.ca.gov).

Sincerely,

Manpreet Singh  
Exempt Program Manager  
(916) 323-4023



cc: Martin Hoshino, Administrative Director  
Millicent A. Tidwell, Chief Deputy Director  
John Wordlaw, Chief Administrative Officer  
Aurora Rezapour, Director, Human Resources Office  
Felizia Nava-Kardon, Deputy Director, Human Resources  
Evelyn Ramos, Human Resources Supervisor



# Monterey County

## Item No.11

### Board Report

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

Legistar File Number: 21-971

November 16, 2021

Introduced: 11/2/2021

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

- a. Receive a presentation from Roxanne Wilson, Executive Director of the Coalition of Homeless Services Providers on the "Lead Me Home Plan Update - 5 Year Plan to Reduce Homelessness in Monterey and San Benito Counties";
- b. Receive input from State and local elected officials; County department heads from Housing and Community Development, Social Services and Health; and the public; and
- c. Provide direction to staff as appropriate

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a presentation from Roxanne Wilson, Executive Director of the Coalition of Homeless Services Providers on the "Lead Me Home Plan Update - 5 Year Plan to Reduce Homelessness in Monterey and San Benito Counties";
- b. Receive input from State and local elected officials; County department heads from Housing and Community Development, Social Services and Health; and the public; and
- c. Provide direction to staff as appropriate

#### SUMMARY:

Addressing issues related to homelessness is a key priority of the Board of Supervisors. Successfully reducing homelessness in Monterey County will require a coordinated inter-governmental approach. As such, State and local elected officials as well as members of the public are invited to attend and participate in the 5 Year Plan Update presentation/discussion.

#### DISCUSSION:

The Lead Me Home Plan (LMHP) has been developed by the Lead Me Home Leadership Council of Monterey and San Benito Counties and coordinated by the Coalition of Homeless Services Providers (CHSP), in partnership with the County of Monterey Department of Social Services and the County of Monterey Health Department, the County of San Benito Health and Human Services Department and the City of Salinas. The LMHP sets out the ambitious goal of reducing the total population of people experiencing homelessness in Monterey and San Benito Counties by 50 % over 5 years from July 2021 to June 2026. Measurable performance targets have been established for each year of the plan, including targets for improvement in program performance as well as for creation of new housing inventory. The LMHP contains overarching strategies as well as a multi-agency action plan intended to achieve plan goals.

After presentation of the LMHP, State legislators in attendance will be invited to comment. Three

County departments with key roles to play will also be asked to comment on potential actions within their purview which could help achieve action plan goals. These County departments are: Housing and Community Development, Social Services and Health. Local elected officials and the general public will then be asked to comment.

The Board of Supervisors held a joint meeting with the City of Salinas City Council early in 2021 to discuss issues and opportunities for partnerships to address homelessness. Direction was given to County staff to return with a more wide-ranging workshop on homeless issues and opportunities for collaboration during the Summer of 2021. Staff is working with CHSP and other partners to schedule such a workshop in Spring 2022; however, it is critical to proceed at this time with a presentation and discussion of the LMHP.

OTHER AGENCY INVOLVEMENT:

This Board item has been coordinated closely with the CHSP and County Departments of Housing and Community Development, Social Services and Health.

FINANCING:

There is no impact to the General fund from receipt of this report. It is possible that there could be as yet unquantified impacts to the General Fund related to implementing actions as specified in the LMHP action plan.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Prepared by: Nicholas E. Chiulos, Assistant CAO

Approved by: Nicholas E. Chiulos, Assistant CAO

Attachments:

“Lead Me Home Plan”



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 21-971**

**November 16, 2021**

**Introduced:** 11/2/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

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- b. Receive input from State and local elected officials; County department heads from Housing and Community Development, Social Services and Health; and the public; and
- c. Provide direction to staff as appropriate

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a presentation from Roxanne Wilson, Executive Director of the Coalition of Homeless Services Providers on the “Lead Me Home Plan Update - 5 Year Plan to Reduce Homelessness in Monterey and San Benito Counties”;
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### SUMMARY:

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### DISCUSSION:

The Lead Me Home Plan (LMHP) has been developed by the Lead Me Home Leadership Council of Monterey and San Benito Counties and coordinated by the Coalition of Homeless Services Providers (CHSP), in partnership with the County of Monterey Department of Social Services and the County of Monterey Health Department, the County of San Benito Health and Human Services Department and the City of Salinas. The LMHP sets out the ambitious goal of reducing the total population of people experiencing homelessness in Monterey and San Benito Counties by 50 % over 5 years from July 2021 to June 2026. Measurable performance targets have been established for each year of the plan, including targets for improvement in program performance as well as for creation of new housing inventory. The LMHP contains overarching strategies as well as a multi-agency action plan intended to achieve plan goals.

After presentation of the LMHP, State legislators in attendance will be invited to comment. Three

Legistar File Number: 21-971

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The Board of Supervisors held a joint meeting with the City of Salinas City Council early in 2021 to discuss issues and opportunities for partnerships to address homelessness. Direction was given to County staff to return with a more wide-ranging workshop on homeless issues and opportunities for collaboration during the Summer of 2021. Staff is working with CHSP and other partners to schedule such a workshop in Spring 2022; however, it is critical to proceed at this time with a presentation and discussion of the LMHP.

OTHER AGENCY INVOLVEMENT:

This Board item has been coordinated closely with the CHSP and County Departments of Housing and Community Development, Social Services and Health.

FINANCING:


There is no impact to the General fund from receipt of this report. It is possible that there could be as yet unquantified impacts to the General Fund related to implementing actions as specified in the LMHP action plan.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Prepared by: Nicholas E. Chiulos, Assistant CAO

Approved by: Nicholas E. Chiulos, Assistant CAO

DocuSigned by:  
  
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11/3/2021 | 12:05 PM PDT

Attachments:

“Lead Me Home Plan”



# LEAD ME HOME PLAN UPDATE

**5 YEAR PLAN TO  
REDUCE HOMELESSNESS  
IN MONTEREY AND  
SAN BENITO COUNTIES**

JULY 2021 THROUGH JUNE 2026

**THE COALITION**  
OF HOMELESS SERVICES PROVIDERS

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# EXECUTIVE SUMMARY

The Lead Me Home Plan Update provides a five-year roadmap for the Monterey and San Benito County Continuum of Care (CoC) and its partners to achieve the vision that all people in the region live in decent, safe, and affordable housing from which they access services and supports that stabilize their lives. This Plan has been developed by the Lead Me Home Leadership Council of Monterey and San Benito Counties (the Continuum of Care board) and coordinated by the Coalition of Homeless Services Providers (CHSP), in partnership with the County of Monterey Department of Social Services, County of Monterey Health Department, County of San Benito Health and Human Services Department, and the City of Salinas. It builds upon and extends the vision articulated in the original Lead Me Home (LMH) 10-Year Plan. Key priorities for the Leadership Council in the Plan update were to ensure the Plan is informed by local data, integrates input from local stakeholders, and is aligned with national best practices.

The LMH Plan Update sets out the ambitious goal of reducing the total population of people experiencing homelessness in Monterey and San Benito Counties by 50% over five years (July 2021 to June 2026). Measurable performance targets have been established for each year of the plan, including targets for improvement in program performance as well as for creation of new housing inventory. To achieve these lofty goals, the Plan identifies a set of overarching strategies:

## **1. Increase Participation in Homelessness Solutions by Leaders and Key Stakeholders from Across the Region.**

The community will embrace a regionwide vision for reducing homelessness that is informed by data and equity considerations, improve coordination across jurisdictions, and engage all stakeholders in being part of the solution to homelessness.





## **2. Improve the Performance of the Homelessness Response System.**

Homelessness response system leadership and key stakeholders will design and implement a system that is highly effective at providing housing pathways for people experiencing homelessness, establish targets and measure progress towards program and system goals, and strategically expand housing and services inventory.

## **3. Expand Service-Oriented Responses to Unsheltered Homelessness.**

Political leadership, funders, providers, and other stakeholders will be responsive to feedback from people experiencing homelessness about their needs and goals, with a focus on increasing the services available to address the immediate health and safety needs of people who are unsheltered.



A Year One Action plan sets out the key first steps the Continuum of Care, Leadership Council, CHSP, counties, cities, providers, and other key stakeholders will undertake to begin implementation, as well as processes for annual assessment and reporting on progress towards meeting goals and targets.

The Lead Me Home Plan Update calls for everyone in the community to join together in being part of the solution to homelessness. Aligning and coordinating around a shared set of objectives and strategies will ensure that the efforts of individuals, organizations, and jurisdictions have the maximum possible impact. By setting measurable goals, using data to assess progress, and continually improving and refining the work, Monterey and San Benito counties can make it possible that everyone in the community has a home.

# I. INTRODUCTION

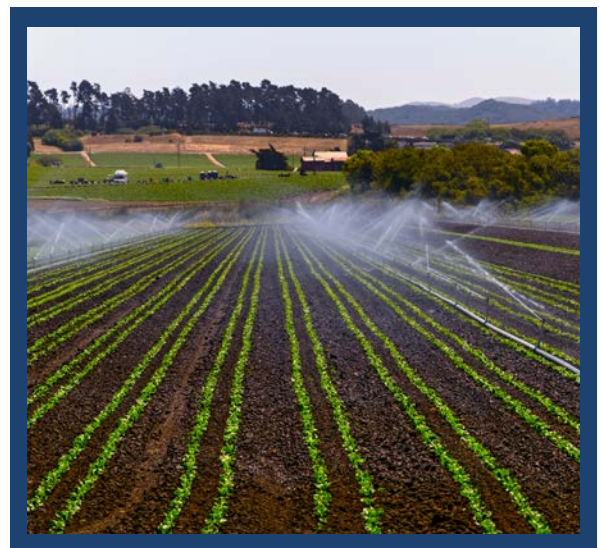
## A. BACKGROUND AND PURPOSE OF THE PLAN

The Lead Me Home Update sets out a framework to guide the response to homelessness in Monterey and San Benito Counties over the five-year period from July 2021 through June 2026. It builds upon and updates the original Lead Me Home Plan developed in 2009. This new Plan provides a roadmap for the Continuum of Care (CoC), jurisdictions (Counties, cities), funders, providers, and other key stakeholders to coordinate, align, and focus their efforts to maximize impact on reducing homelessness. It provides a detailed Action Plan for Year One, along with a process for reviewing and reporting on Year One results and developing Action Plans for Year Two and onward.

## B. HOW THIS PLAN WAS DEVELOPED

In 2020, the Lead Me Home Leadership Council of Monterey and San Benito Counties (the Continuum of Care board) authorized the complete rewrite of the original Lead Me Home 10-Year Plan to End Homelessness. As the Continuum of Care (CoC) coordinating agency, the Coalition of Homeless Services Providers (CHSP) partnered with the County of Monterey Department of Social Services, County of Monterey Health Department, County of San Benito Health and Human Services, and the City of Salinas to develop this updated Plan.

Key priorities for the Leadership Council in the Plan update were to ensure the Plan is informed by local data, integrates input from local stakeholders and is aligned with national best practices. To help accomplish these objectives, CHSP engaged Focus Strategies, a nationally recognized technical assistance firm, to guide the Plan development process. Beginning in April 2020, Focus Strategies worked collaboratively with staff from CHSP and a Collaborative Planning Group comprised of staff from Monterey and San Benito counties



and the City of Salinas to develop and implement a system assessment and strategic planning process that included:

- A preliminary assessment of the existing system for addressing homelessness in the region, drawn from review of documents and key stakeholder interviews;
- A quantitative analysis of program and system performance on key outcome measures, using data from the community's Homeless Management Information System (HMIS);
- Predictive modeling to forecast impacts on the size of the population experiencing homelessness if different system changes are made;
- Analysis of housing market gaps at different levels of affordability;
- A series of stakeholder interviews and community input sessions to gather information to inform the Plan;
- A community survey to gather input from people with lived experience of homelessness; and
- Strategic plan development sessions with representatives from the CHSP Board and Leadership Council.

A draft of the Plan was developed by CHSP and Focus Strategies, with input from the Collaborative Planning Group, in May and June 2021. In July, the community and key stakeholders were invited to provide input on the draft before finalization. The Plan development steps and background materials are available at:

<https://chsp.org/plan-rewrite>.

## II. CONTEXT

### A. HOMELESSNESS IN MONTEREY AND SAN BENITO COUNTIES

Homelessness is an urgent and growing issue in Monterey and San Benito Counties, driven by escalating housing costs and exacerbated by the turmoil of the COVID-19 pandemic. The most recent complete Point-in-Time (PIT) count of both unsheltered and sheltered people experiencing homelessness were conducted in January 2019.<sup>1</sup> These counts found that:

- There were 2,422 people experiencing homelessness in Monterey County. This represents 0.6% of the total general population of 434,061. Of those counted, 76% were unsheltered and 24% were living in shelters or transitional housing programs.
- There were 282 people experiencing homelessness in San Benito County, or 0.4% of the total general population of 62,808. Among the people experiencing homelessness, 60% were unsheltered and 40% were sheltered.

Taken together, Monterey and San Benito County reported a total of 2,704 people experiencing homelessness in the 2019 PIT count. According to the National Alliance to End Homelessness (NAEH) State of Homelessness Report, this translates to 54.5 people experiencing homelessness per 10,000 total population.<sup>2</sup> This is higher than the Statewide rate of 38.2.

Monterey and San Benito County both saw a decrease in their counts between 2017 and 2019, while many of the neighboring counties saw increases. However, lack of recent PIT data makes it difficult to draw conclusions about population trends. With the onset of the COVID-19 pandemic and the devastation it has created to the economy, stakeholders have anecdotally observed increases in unsheltered homelessness. Requests for financial assistance for back rent have skyrocketed, indicating that the pandemic has placed many households at extreme risk of homelessness. The planned PIT Count to be conducted in

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<sup>1</sup> A count of sheltered people was conducted in January 2020. The January 2021 unsheltered count was postponed due to COVID-19 safety concerns. The next count is scheduled to be conducted in January 2022.

<sup>2</sup> <https://endhomelessness.org/homelessness-in-america/homelessness-statistics/state-of-homelessness-2020/>

January 2022 will provide more hard data on the extent to which homelessness has increased in the region since 2019.

### ***Racial and Ethnic Disparities in People Experiencing Homelessness***

In Monterey County, the 2019 PIT count found significant differences between the racial and ethnic composition of the total county population compared to the population of people experiencing homelessness. Most notably, African Americans were 25% of the people counted but only 3% of the general population. Conversely, Latinx people are 36% of the homeless population but 59% of the general population. In their 2019 report on Racial Disparities in Homelessness submitted as part of the CoC funding application, CHSP noted that the per capita population of African Americans in the PIT Census was 12.1 times greater than the per capita of Whites. Racial disparities in the homeless system are found throughout the State of California and nationally, as noted in the State of Homelessness and many other data sources. While analysis of HMIS data shows only minimal racial disparities in program outcomes, the CoC has made a commitment to continually analyze all homelessness response system data with an equity lens and develop and implement strategies to ensure both equitable access to the system as well as equitable results.

### ***Subpopulations***

Subpopulation data reported in the PIT counts for both Monterey and San Benito Counties largely aligns with State and national trends:

- In both Monterey and San Benito Counties, 25% of people counted are members of families with children, while 75% are individuals living alone or with other adults. Looking at the household level, 8.7% of all households were households with children while 90.7% of households consisted of only adults and 0.4% were households consisting of unaccompanied minors.
- In Monterey County, 14% of those counted were transition-age youth (18-24), 7% were Veterans, and 23% were experiencing chronic homelessness.
- In San Benito County, 5% were transition age youth, 5% were Veterans, and 28% were experiencing chronic homelessness.

### ***Geographic Distribution***

People who experience homelessness live throughout Monterey and San Benito Counties. The 2019 PIT count found that the largest population was in the City of Salinas, where 53%

of the County's unsheltered population was counted in 2019. There were 976 people in Salinas out of a total of 1,830 who were unsheltered in the County. The next largest population was in the City of Monterey with 167 people. While the Chinatown area of Salinas has the single largest and most visible unsheltered homeless population, this tends to obscure the fact that there are significant encampments scattered throughout the community including in Pajaro Valley, on the Peninsula in the cities of Seaside and Marina, in South Monterey County along the Union Pacific rail lines, and in San Benito County along the riverbed.

## **B. ASSESSMENT OF THE CURRENT RESPONSE TO HOMELESSNESS IN MONTEREY AND SAN BENITO COUNTIES**

### **1. Framework for Assessment**

This Plan builds from an in-depth assessment of the existing approach to homelessness in Monterey and San Benito Counties conducted in 2020-2021. The framework for the assessment is the concept of a homelessness response system. Experience from jurisdictions around the country, federal policy direction, and research all point to the need for communities to create a *system* to effectively end homelessness. While individual programs and initiatives may yield results with a subpopulation or group, making progress on the overall size of the homeless population requires a systematic approach.

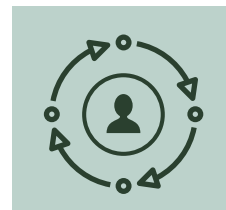
A homelessness response system treats a loss of housing as an emergency that must be responded to quickly and effectively with a *housing* solution, targeting resources to this end. The assessment considered the extent to which leaders and stakeholders in Monterey and San Benito Counties have implemented a homelessness crisis response system, and the degree to which the work aligns with three key principles:



**Housing-focused**



**Strategic and  
data-informed**



**Person-centered  
and equitable**

### ***Housing-focused***

An effective homelessness response system is built upon the understanding that homelessness is a crisis – the loss of housing – and the solution is to quickly return people to housing. The goal is to identify an appropriate housing solution for each household experiencing homelessness, and along the way to connect them to other services they might need. This does not mean that every program or service in the system must directly provide housing - but all interventions should in some way help people along the pathway to housing.

### ***Strategic and data-informed***

A robust homelessness response system has strong and coordinated leadership that makes strategic decisions informed by data. A priority is placed upon the collection and analysis of data to set goals, understand whether the system is meeting its objectives, and improve effectiveness. System leadership and funders work in a coordinated manner to ensure that all sources of funding for addressing homelessness are aligned to maximize impact and achieve identified system objectives.

### ***Person-centered and equitable***

A fair and equitable homeless system is focused on meeting people’s needs for housing and responding to their self-identified goals for their future. It respects client choice and preferences about where and how they will be housed. The system is also easily understood and navigated by people experiencing homelessness, with minimal barriers to access. Disparities in access and in outcomes are analyzed and addressed.

## **2. Key Findings**

The system assessment process conducted in 2020-2021 revealed some important strengths of the current system as well as areas in need of improvement. These findings form the basis for the goals and strategies incorporated in this Five-Year Plan. This Plan provides a brief overview of key findings. Detailed assessment reports are available at <https://chsp.org/plan-rewrite>.



### **a. Housing-focused Programs and Services**

The homelessness response system in Monterey and San Benito Counties has been gradually becoming more housing-focused, particularly through recent expansion of the shelter system and a focus



on more service-enriched shelter beds, as well as the addition of new rapid rehousing and permanent supportive housing. However, system performance analysis shows that most programs in the system (emergency shelter, transitional housing, rapid rehousing) are underperforming in terms of their ability to help participants secure housing when they exit. Achievement of a measurable and sustained reduction in homelessness will require that all the interventions in the system, and particularly temporary housing programs, are strongly oriented towards helping all households

experiencing homelessness to secure a housing solution. Other critical gaps identified through the system assessment and via community input include:

- A lack of solutions-oriented mobile outreach that connects people to shelter and housing
- Inconsistent availability of shelter services to support transitions to housing
- Geographical gaps in the availability of shelter, particularly in Monterey's South County
- A need to refine the Coordinated Access and Referral System (CARS) to provide more effective and streamlined connections to housing, particularly for youth
- An insufficient supply of rapid rehousing and permanent supportive housing
- Lack of a coordinated regional strategy to develop affordable housing, particularly housing for those at the lowest income levels
- A need for expanded efforts to prevent homelessness

***Achievement of a measurable and sustained reduction in homelessness will require that all the interventions in the system... are strongly oriented towards helping all households experiencing homelessness to secure a housing solution.***



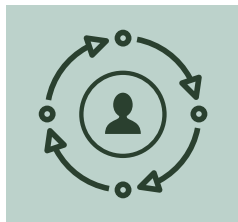
#### **b. Coordinated, Data-Driven Planning and Decision Making**

Coordinated and data informed decision-making is one of the strongest elements of the current system for addressing homelessness in Monterey and San Benito Counties. The Lead Me Home Leadership Council (the CoC Board), with support from CHSP, guides the overall development of the system and oversees funding decisions. The system performance



assessment conducted in 2020 found excellent data quality across all program types, with extremely low rates of unknown data, and no missing data, for critical data elements. The Leadership Council recently created a Funding Committee to focus on improving the ability of the system to align the various funding streams over which the Leadership Council holds responsibility, and to make greater use of data to inform decision-making and develop a targeted investment strategy to achieve measurable results.

Throughout the assessment process, stakeholders consistently identified a need to continue expanding representation on the Council and engagement of diverse groups – including greater involvement of people with lived experience of homelessness, local jurisdictions not currently active in homelessness response, and system partners such as health care or education that frequently engage with people experiencing homelessness. Stakeholders also identified a need for the Leadership Council to engage in community education to increase support for homelessness response efforts and in advocacy at the state level for funding and policies that advance affordable housing efforts.



### **c. Person-Centered and Equitable Approach**

Having person-centered and equitable approaches to reducing homelessness was identified in the assessment and input process as an area in need of strengthening. The homelessness response system providers could benefit from greater understanding of and alignment to Housing First principles, including low barrier program access and trauma-informed practices, such as by creating a peer learning and implementation collaborative focused on operationalizing Housing First principles. Interviews, discussions, and surveys with people with lived experience of homelessness revealed that they would like:

- Supports and services to help them secure housing;
- Investments in innovative permanent and temporary housing solutions, such as tiny homes, RV parks, transitional housing, and other options;
- A response to encampments that provides more expanded access to hygiene, more supportive services, and less involvement of law enforcement; and,
- More meaningful ways to be involved in developing solutions to homelessness.

Data analysis reveals significant differences between the racial and ethnic composition of the total county population compared to the population of people experiencing

homelessness. Most notably, African Americans were 25% of the people counted but only 3% of the general population. Conversely, Latinx people are 36% of the homeless population but 59% of the general population. However, Latinx households in both Monterey and San Benito counties are more likely than white, non-Hispanic households to be extremely low income (earning less than 30% of area median income), placing them at risk of housing instability and homelessness.

In addition to these stark racial and ethnic disparities, stakeholders noted that there are significant disparities in access to homelessness response services and programs for people living in the more rural areas of the community, particularly in Monterey's South County.

## C. PREDICTIVE ANALYTICS

As part of the system assessment conducted in 2020-2021, CHSP and the Collaborative Planning Group worked with Focus Strategies to develop predictive modeling scenarios using the System-Wide Analytics and Projection (SWAP) tool. SWAP uses local data from Monterey and San Benito Counties - including the 2019 PIT count, 2019 HUD system performance measures, current inventory of beds in the system, system performance results, and assumptions about how many people can "self-resolve" their housing crisis. The modeling creates a 'peek' into the future to estimate how the numbers of people experiencing homelessness in the community might grow or shrink as changes are made to the homelessness response system. It does not provide a fixed or single "correct" answer, but rather predicts the likely implications of different choices and supports more intentional and deliberate strategic planning. A brief summary of the results is presented here, and the details may be found in the modeling report linked at <https://chsp.org/plan-rewrite>.

The modeling analysis shows that adopting and meeting ambitious performance improvement targets will lead to a 100% reduction in unsheltered homelessness and 38% decrease in all homelessness over three years. These targets include:



***Increase in rate of entry into programs by people who are unsheltered***



***Significant increase in rate of exit to permanent housing  
from shelter, transitional housing, & rapid rehousing***



***Significant decrease in length of stay in these programs***

Meeting the targets for rate of exit to permanent housing will require an estimated additional 2,000 to 3,000 “exits” per year above what the system is currently achieving. While some people may exit by securing an existing housing unit (either a subsidized unit or market rate unit with or without rental assistance), an increase in the overall supply of affordable housing will also be needed and particularly for Extremely Low Income (ELI) units (units affordable to people at 30% or less of area median income). A Housing Market Study completed by Focus Strategies as part of the system assessment found an estimated gap of 8,262 ELI units in Monterey County and 935 ELI units in San Benito County. While the gap of 8,262 ELI units is substantial, it is important to understand that this is the number of units needed so every ELI household in the community has access to an affordable unit. Developing more ELI housing will help improve the system’s ability to provide affordable

### III. THE PLAN: 5 YEAR STRATEGIC FRAMEWORK FOR HOMELESSNESS RESPONSE

This Plan lays out the key goals and strategies that will organize the community's response to homelessness over the five-year period from July 2021 to June 2026. It builds upon the system assessment, predictive analysis, and community input process completed in 2020-2021 to set goals, measurable targets, and effective strategies designed to reduce the number of people experiencing homelessness in the community.

#### A. VISION

The vision encompassed by this Plan is that all people in Monterey and San Benito County communities live in decent, safe, and affordable housing from which they access services and supports that stabilize their lives.

#### B. GUIDING PRINCIPLES

The Plan is informed by six key principles:

- ***Embedded with dignity and respect.*** The homelessness response system's efforts center the needs of people requesting assistance by delivering individualized, comprehensive, and culturally competent services. Strengths-based, person-centered, trauma-informed, and harm reduction-based approaches are integrated into all aspects of service design and delivery.
- ***Informed by people with lived experience of homelessness.*** People experiencing homelessness are experts of their personal needs; the homelessness response system honors and elevates their input on service design and delivery.
- ***Housing-focused.*** The solution to homelessness is housing; all efforts of the homelessness response system work towards the goal of helping people gain and maintain stable, permanent housing situations.

***Vision:***  
***All people in Monterey and San Benito County communities live in decent, safe and affordable housing from which they access services and supports that stabilize their lives.***

- **Data-driven towards results.** Strategies and priorities for reducing homelessness will be informed by data to best serve people experiencing homelessness, achieve desired outcomes, and guide strategic investments in programs and services.
- **Coordinated.** The homelessness response system and other systems of care will communicate and partner towards shared goals of improving service linkages and reducing homelessness.
- **Equitable and social justice oriented.** The homelessness response system acknowledges the barriers to housing and resource connection that disproportionately impact people by race, ethnicity, gender, and other identities. The system adopts intentional policies and programs to reduce these disparities and advance equity in system experiences and outcomes.

## C. GOALS AND MEASURES TO TRACK PROGRESS

The centerpiece of this Plan is a set of measurable goals and targets that will organize the community's response to homelessness and provide a methodology to track progress.

**The Monterey and San Benito County CoC is setting a goal to reduce homelessness in the region by 50% over the next five years.**

This reduction will be accomplished through three overarching strategies:



**Increasing participation  
in homelessness  
solutions by leaders  
and key stakeholders  
from across the region**



**Improving the  
performance of the  
homelessness response  
system, and particularly  
the system's effectiveness  
in supporting people to  
secure and sustain  
housing**



**Expanding service-  
oriented responses to  
unsheltered  
homelessness.**

### ***Reductions in Numbers of People Experiencing Homelessness***

The table below shows the targets for reduction in the size of the people of people experiencing homelessness over the five-year term of the plan. Since Monterey and San Benito Counties each conduct a separate PIT count, separate targets are provided for each county. The targets anticipate there will be an increase in the number of people experiencing homelessness in the first year of the plan. The increase is estimated due to several factors including that more than two years will have gone by since the 2019 PIT and pandemic-related economic and housing impacts have also impacted the size and composition of the population of people experiencing homelessness.

<b>HOMELESSNESS REDUCTION TARGETS</b>						
<b>Measure</b>	<b>Target</b>					
	<b>Baseline 19/20</b>	<b>Year 1 21/22</b>	<b>Year 2 22/23</b>	<b>Year 3 23/24</b>	<b>Year 4 24/25</b>	<b>Year 5 25/26</b>
<b>Population Size Targets</b>						
Total Number of People Experiencing Homelessness (PIT)	2,704	3,623	3,218	2,696	2,164	1,297
<b>By County</b>						
Monterey County	2,422	3,245	2,882	2,414	1,938	1,162
San Benito County	282	378	336	282	226	135

### ***System and Project Performance Targets***

To accomplish this level of success in reducing homelessness will require significant and sustained improvement in the ability of the homelessness response system to provide housing to people who experience homelessness. Achieving this 50% reduction will require that the CoC, counties, cities, and other funders set performance targets and work collaboratively with provider partners to ensure targets are met. The table below shows the targets set for each across three key measures: (1) entries from literal homelessness, which measures whether the system is accessible to people who have the greatest needs; (2) length of stay in programs, which measures how quickly programs in the system assist people to address their service and housing needs; and (3) rate of exit to permanent housing, which measures how effectively programs are supporting participants to secure safe and stable housing when they leave the system.

PROGRAM PERFORMANCE TARGETS						
Measure	Target					
	Baseline 19/20	Year 1 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26
<b>Entries from Literal Homelessness (% of Households)</b>						
Emergency Shelter	78%	78%	80%	80%	85%	85%
Transitional Housing	66%	75%	80%	85%	90%	95%
Rapid Rehousing	73%	80%	85%	85%	90%	95%
<b>Length of Stay (Days)</b>						
Emergency Shelter	51	51	51	45	40	35
Transitional Housing	300	300	300	275	215	160
Rapid Rehousing	170	170	170	150	135	120
<b>Exit Rate to Permanent Housing (% of Households)</b>						
Emergency Shelter	12%	15%	25%	30%	40%	50%
Transitional Housing	70%	75%	80%	85%	90%	90%
Rapid Rehousing	55%	60%	65%	75%	80%	90%

### ***Housing Targets***

Meeting the ambitious performance targets in the table above will mean that the homelessness response system overall must substantially increase the number of people who experience homelessness who secure a safe and stable housing placement on an annual basis. The table below provides targets over the five-year term of the plan relating to number of housing placements. The top of the table shows that to reach the overall goal of a 50% reduction in homelessness, by year 5 the system needs to have the capacity to house 2,929 households per year. Some of these housing placements can be achieved through use of the existing housing inventory, but some will need to come from newly constructed units. The bottom part of the table provides targets for the development of new permanent supportive and extremely low income (ELI) affordable units, broken out for each county.

HOUSING TARGETS					
Measure	Target				
	Year 1 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26
<b>System Permanent Housing Needs (Number of Households)</b>					
HHs Needing a Permanent Housing Placement	1,339	1,760	2,046	2,482	2,929
HHs Housed Using Existing RRH & PSH	819	819	819	1,042	1,042
HHs Housed Using Additional Placements	520	941	1,227	1,440	1,887
<b>Additional Housing Placement Targets (Number of Households)</b>					
Newly constructed PSH and ELI affordable units	200	300	400	500	500
Use of existing inventory (housing subsidies, shared housing, housing problem solving, housing navigation, property owner engagement, etc.)	320	641	827	940	1,387
<b>New Construction Targets by County (Number of Units)</b>					
Monterey County	180	270	360	450	450
San Benito County	20	30	40	50	50

## D. STRATEGIES TO ACCOMPLISH GOALS

This section outlines the high-level strategies that the Leadership Council, CHSP, counties, cities, funders, providers, and other key stakeholders will deploy over the next five years to achieve the goals set forth in the Plan. These strategies apply to all populations of people experiencing homelessness and all parts of the region. The next section articulates specific strategies for priority subpopulations that have been identified as having the greatest need for assistance from the homelessness response system.



### Strategy Area 1: Increase Participation in Homelessness Solutions by Leaders and Key Stakeholders from Across the Region

This strategy area reflects the community's desire to develop and embrace a regionwide vision for reducing homelessness that is informed by data and equity considerations. It reflects a need for improved coordination across jurisdictions to inform housing and services



priorities and investment strategies. It also encompasses the goal of engaging and involving all jurisdictions and stakeholders in being part of the effort.

Key Strategies:

- 1.1 Adopt Five-Year Plan.** Use this Five-Year Plan to establish a region-wide vision and action plan that includes practical ways that all stakeholders and community members can contribute to positive solutions to reduce homelessness.
- 1.2 Invest Strategically.** Develop a data-informed and strategic regional investment strategy and provide actionable path for jurisdictions to align funding to achieve goals set out in this Five-Year Plan. Develop an annual investment report summarizing how homelessness response system resources were invested and the results.
- 1.3 Build Political Will for Affordable Housing.** Maximize regional political and public support for affordable housing development as a solution to homelessness, with particular focus on housing for low-income workers, extremely low income (ELI) units, and permanent supportive housing.
- 1.4 Include People with Lived Experience of Homelessness.** Create structures and processes to more meaningfully involve people who are experiencing homelessness in decision-making about the design, implementation, and evaluation of the homelessness response system.
- 1.5 Engage New Partners.** Engage with jurisdictions, systems, and sectors not currently represented to participate in the Leadership Council or other CoC bodies. Educate and inform partners on how they can be part of the regional solution to homelessness, including practical strategies and activities for smaller and medium sized jurisdictions.
- 1.6 Center Equity.** Apply an equity lens to all regional decision-making regarding homelessness. Identify and address racial and ethnic disparities throughout the system.



## Strategy Area 2: Improve the Performance of the Homelessness Response System

This strategy area articulates the community's commitment to creating a system that is highly effective at providing housing pathways for people experiencing homelessness. These strategies include establishing and measuring progress towards program and system goals, refining program and system strategies towards best practices, and strategically expanding housing and services inventory.

### Key Strategies:

- 2.1 Prevent Homelessness.** Prevent homelessness through adoption of problem solving (also known as diversion or rapid resolution) and targeted prevention strategies system-wide (accessible in all regions of the community). Effective homelessness prevention and shelter diversion activities are rooted in strengths-based, trauma-informed approaches, and creative problem solving. These practices assist people seeking services in exploring all the potential resources available to resolve their housing crisis and supporting solutions outside of shelter or the resources of the homelessness response system.
- 2.2 Enrich and Expand Mobile Outreach Services.** Provide solutions-oriented mobile outreach to all geographic areas of the region, with particular focus on underserved areas (South Monterey County and San Benito County). Equip and train outreach teams to engage and build relationships with people who are unsheltered and to provide practical support to access shelter, housing, and service connections.
- 2.3 Provide Low Barrier Shelter.** Maintain the region's inventory of accessible, low barrier, and service-rich emergency shelter. Strategically expand temporary housing inventory (shelter and transitional housing) to fill identified gaps (e.g., for underserved geographic areas or special populations).
- 2.4 Expand Housing Solutions.** Increase the capacity of the homelessness response system to provide "exits" from homelessness through:
  - Expanding services and supports to help people secure existing units (e.g., housing focused case management, navigation services, property owner outreach and education, refinement of the CARS system).

- Expanded availability of rental assistance (e.g., shallow subsidies, rapid rehousing, tenant-based permanent supportive housing, and housing choice vouchers)
- Building more permanent supportive housing and ELI affordable housing (see Section above for specific targets).

Specific targets for numbers of exits, including goals for new units, are detailed in the Section III.C., above.

- 2.5 Support People to Retain Housing.** Provide robust housing retention support to ensure people entering housing do not return to homelessness, with a particular focus on people who need assistance to manage behavioral health and health conditions.
- 2.6 Embrace Housing First.** Strengthen understanding of and alignment to Housing First principles throughout the system. Adopt system policies and standards that incorporate housing first principles. Provide training and capacity to providers and other partners to support implementation.
- 2.7 Implement Performance Measurement and Continuous Quality Improvement.** Adopt and implement performance measures for emergency shelters, transitional housing, and rapid re-housing over a five-year period. Continuously evaluate and report on system results, including assessment of equity in access and outcomes.



### **Strategy Area 3: Expand Service-Oriented Responses to Unsheltered Homelessness**

This strategy area reflects the community's investment in responding to feedback from people experiencing homelessness about their needs and goals, with a focus on increasing the services available to address the immediate health and safety needs of people who are unsheltered.

#### **Key Strategies:**

- 3.1 Provide Services and Supports to Encampments.** Prioritize the provision of services as a key element of the response to encampments, including offering:
- Hygiene and safety (e.g., food, showers, sinks, toilets, trash removal)

- Access to needed services (e.g., case management, mental health services, linkages to services, shelter connections, housing navigation, and other supports)

- 3.2 Build Collaborative Relationships with People in Encampments.** Include people living in encampments in planning and decision-making about how to meet their needs.
- 3.3 Provide Safe, Temporary Locations for People to Stay.** Expand availability of temporary places where unsheltered people and the public can both be safe and healthy (e.g., approved parking sites, safe sleeping spaces).
- 3.4 Connect Unsheltered People to Housing.** In addition to meeting basic needs, ensure that crisis/emergency and temporary services and programs that target unsheltered people provide connections to services and/or pathways to housing.

## **E. SPECIFIC STRATEGIES FOR PRIORITY SUBPOPULATIONS**

Within the population of people who experience homelessness in Monterey and San Benito Counties, there are several subpopulations that are most critically in need of focused attention, due to having particularly complex needs and challenges to securing safe and stable housing. This section describes four priority subpopulations and identifies the primary strategies the CoC Leadership Council, CHSP, counties, cities, funders, providers, and other key stakeholders will deploy to address their needs.

### **1. People Experiencing Chronic Homelessness**

A single individual or family is considered to be experiencing chronic homelessness if there is an adult in the household that has a disabling condition and has been continuously homeless for more than a year and/or has experienced four or more episodes of homelessness in three years. The 2019 PIT count found there were 562 people who were chronically homeless in Monterey County (23% of the population) and 79 in San Benito County (28% of the population). People in this subpopulation are particularly vulnerable due to their disabilities and extended length of time spent living outside. Many are frequent users of emergency services and have many interactions with law enforcement.

Within the population of people who experience homelessness in Monterey and San Benito Counties, there are several subpopulations that are most critically in need of focused attention, due to having particularly complex needs and challenges to securing safe and stable housing. This section describes four priority subpopulations and identifies the primary strategies the CoC Leadership Council, CHSP, counties, cities, funders, providers and other key stakeholders will deploy to address their needs.

### **Strategies to Provide Solutions for People Experiencing Chronic Homelessness**

Securing and sustaining stable housing is particularly challenging for people who have experienced chronic homelessness. System level strategies to provide solutions for this population include:

- Expanding the region's inventory of permanent supportive housing, with a particular focus on construction of new PSH units. This will include leveraging existing and new State financing sources, including No Place Like Home (NPLH), the Homekey program, and other new funding through the California Comeback Plan.
- Continuing to build partnerships between the Continuum of Care/homelessness response system and the health and behavioral health systems in both Monterey and San Benito Counties, to provide integrated, interdisciplinary care to address the multiple and complex needs and problems faced by people who experience chronic homelessness. Expanding permanent supportive housing will require leveraging State Medicaid funds to pair health and behavioral health services with housing, such as through Whole Person Care. This strategy area will also focus on building the capacity of community-based agencies and supportive housing providers to bill Medicaid/Medi-Cal for the services people need to achieve health and stability.
- Investing in programs that connect people who are chronically homeless with the public benefits for which they are eligible, such as the federally sponsored SOAR (SSI/SSDI Outreach, Access and Recovery) Project, a proven approach to assisting homeless people with disabilities to access SSI/SSDI benefits.

## 2. Youth

At the time of the 2019 PIT count, unaccompanied youth under the age of 25 made up 13% of the population of people experiencing homelessness in Monterey and San Benito Counties. Of those young people, 91% were unsheltered. At the time of this Plan's development, there was only one housing program in the CoC specifically serving young adults. Young people often prefer and feel safer in programs geared towards their age range where services are tailored towards their developmental phase.

With extensive feedback from community stakeholders and young people with lived experience of homelessness, the CoC has been working towards developing a homelessness response system that can better address the needs of unaccompanied young people. Between 2020 and 2021, Focus Strategies supported the CoC in completing a needs assessment exploring the scope and experiences of homelessness among youth in Monterey and San Benito Counties as well as the strengths and gaps of the existing homelessness response service network, and in developing a vision for a youth-tailored homelessness response system. These processes provided foundational understanding and goals for the community's Youth Homelessness Demonstration Project (YHDP) application submitted in July 2021.

### **Strategies to Provide Solutions for Youth**

Key system level strategies to provide solutions for unaccompanied youth and young adults include:

- Adopting and implementing recommended refinements to the Coordinated Access and Referral System (CARS) process to respond to the specific needs of youth and young adults. Recommended refinements include ensuring young people have a consistent point of contact at a service provider agency throughout the CARS process, revising the phased assessment process to integrate problem solving and to include more strengths-based and equity-focused questions, and updating the prioritization process to improve the rates of referral for young people to available housing resources.
- Expanding the inventory of youth-tailored housing options to include multiple types of housing with varying levels of services intensity and programs in multiple regions of the CoC. This includes youth-specific rapid rehousing programs and permanent supportive housing, as well as innovative models that

may be pursued if the community is a YHDP grantee. Innovative models may include host homes, joint transitional housing-rapid rehousing programs, or extended rapid rehousing programs with service intensity flexibility.

- Increasing coordination between homelessness response system and systems of care that young people at-risk of and experiencing homelessness frequently engage. This includes developing and implementing strategies with the child welfare system, juvenile and adult justice systems, education system, and behavioral health system to identify and coordinate specific roles for each system in homelessness prevention and response.

### **3. People who are Undocumented**

Both Monterey and San Benito Counties have significant populations of immigrants and agricultural workers, some of whom are undocumented. While exact numbers are difficult to compile, service providers report that many people experiencing homelessness in the region lack legal immigration status. Undocumented people experiencing homelessness include both single individuals as well as families with children. These households face particularly severe barriers to securing safe and stable housing, including difficulties securing regular employment, non-eligibility for federally funded housing and benefits programs, identification and paperwork requirements for accessing private market housing, and language barriers.

#### **Strategies to Provide Solutions for People who are Undocumented**

Key system level strategies for these households include:

- Removing barriers to temporary housing, including both single adult and family shelter and transitional housing programs.
- Identifying local and flexible sources of funding to provide housing subsidies for this population.
- Continuing to expand the supply of farmworker housing in the community.
- Strengthening connections between the homelessness response system and programs that provide legal and other services for immigrants.

## 4. Reentry Population

In the 2019 PIT count, 18% of people experiencing homelessness in Monterey County and 12% in San Benito County reported prior involvement with the criminal justice system. Like many communities in California, Monterey and San Benito Counties have a significant number of people who experience homelessness upon their release from jail or prison. At the same time, people who are unsheltered are at high risk of entering or returning to the criminal justice system. Breaking this cycle is particularly challenging due to the many housing barriers experienced by people who have criminal justice involvement, including difficulty securing employment, restrictions on accessing federal funded housing and benefits programs, stigma and discrimination, and in many cases disabling behavioral health conditions.

### Strategies to Provide Solutions for Reentry Population

Key strategies the CoC and its partners will deploy to help reduce homelessness for this subpopulation include:

- Continuing to partner with the Monterey County and San Benito County Sheriff's and Probation Departments to expand and enrich pre-release services, with a particular focus on housing planning.
- Scaling up housing-focused re-entry programs targeted to individuals with prior histories of homelessness, providing support with housing search, housing subsidies, and connection to employment services.
- Developing criminal justice diversion strategies and incarceration alternatives for people experiencing homelessness (e.g., drug courts or homeless courts), to prevent people experiencing homelessness from entering jail whenever possible.
- Lowering barriers to shelter access and ensuring there is an adequate inventory of shelter beds that can accept people with felony convictions, including sex offenders.



## IV. IMPLEMENTATION AND EVALUATION

### A. DEVELOPING AND IMPLEMENTING ANNUAL ACTION PLANS

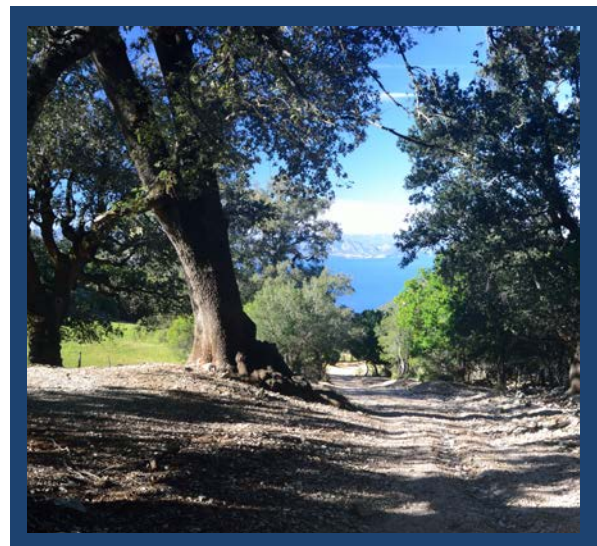
This plan sets out a set of five-year goals and performance targets and outlines the broad strategies that the community will implement to achieve the targets. To operationalize these strategies, the Funding Committee of the Leadership Council will be responsible for developing annual action plans each year and aligning available funding to support the activities identified in each year's plan. The Action Plan for Year One (July 2021 to June 2022) is included in the next Section.

### B. TRACKING AND REPORTING ON RESULTS

Each year, CHSP will track and report on progress in meeting the goals and targets outlined in this Plan, including:

1. Change in size of population experiencing homelessness (as measured by PIT counts or other methodology)
2. Change in numbers of people served in the homelessness response system annually (from HMIS)
3. System and program performance in relation to established targets:
  - a. Entries from homelessness
  - b. Length of stay in programs
  - c. Exit to permanent housing
4. Increase in system "exits" in relation to established targets
5. Development of new housing units in relation to established targets
6. Any other measures identified in the Annual Action Plan

In addition, progress in completing activities set out in the Annual Action Plan will also be tracked and reported.



## V. YEAR ONE ACTION PLAN

The tables below present the specific action steps that will be implemented in Year One of this Five-Year Plan to achieve the identified goals and targets.

Year One Action Plan: July 2021 to June 2022							
STRATEGY AREA 1: Increase Participation in Homelessness Solutions by Leaders and Key Stakeholders from Across the Region							
Action/Activity		Lead Entity	Supporting Entities	Begin	End	Funding Source	Strategy
a	Organize a regional convening to launch the LMH Five-Year Plan	CHSP	MC, SBC, CoS	Aug. 2021	Sept. 2021	N/A	1.1
b	Present LMH Five-Year Plan to jurisdictions for adoption (Counties, cities)	CHSP	LC Members	Aug. 2021	Dec. 2021	N/A	1.1
c	Following the launch, meet with stakeholders not currently engaged in homelessness solutions to orient them to the plan and identify how they can support implementation, including: criminal justice system reps (probation, courts), healthcare (hospitals, clinics, residential facilities, large employers)	CHSP	LC Members	Oct. 2021	Dec. 2021	N/A	1.5
d	Develop coordinated investment plan for FY 2021-2022 homelessness assistance funding from State and federal sources; present to the community	LC Funding Committee	CHSP, MC, SBC, CoS	July 2021	Aug. 2021	TBD	1.2
e	Convene affordable housing working group to begin developing a regional strategy to increase production, including revisiting possibility for a Housing Trust Fund or bond measure, recruiting developers to the region, and exploring innovative housing types such as modular units, tiny homes, and ADUs	LC Housing Pipeline Committee	CHSP, MC, SBC, CoS	Jan. 2022	Ongoing	TBD	1.3

**STRATEGY AREA 1: Increase Participation in Homelessness Solutions by Leaders and Key Stakeholders from Across the Region**

Action/Activity		Lead Entity	Supporting Entities	Begin	End	Funding Source	Strategy
f	Develop plan to launch a Lived Experience Advisory Board, modeled after the Youth Advisory Board	CHSP	Work group of people with lived experience	Jan. 2022	June 2022	TBD	1.4
g	Update data on race and ethnicity in homelessness response system services, convene CoC work group to advance racial equity in the homelessness response system	CHSP	Work group of CoC members	Jan. 2022	June 2022	TBD	1.6

**STRATEGY AREA 2: Improve the Performance of the Homelessness Response System**

Action/Activity		Lead Entity	Supporting Entities	Begin	End	Funding Source	Strategy
a	Develop pilot project to implement targeted prevention and diversion; identify funding sources to scale up	CHSP	Prevention partners	Jan. 2022	June 2022	TBD	2.1
b	Re-establish CORE outreach working group to develop strategy for coordinated outreach and streamlined access to shelter and navigation centers	CHSP	Outreach partners	Oct. 2021	Ongoing	TBD	2.2
c	Increase investment in rapid rehousing, navigation services, housing focused case management, and other interventions to improve the ability of emergency shelters to help participants secure housing upon exit	CHSP/CoS	LC	July 2021	June 2022	ESG, others	2.4
d	Develop program to provide incentives to property owners to rent to people experiencing homelessness	CHSP	LC	TBD	TBD	TBD	2.4
e	Design and implement Coordinated Entry (CARS) system for youth to streamline access to housing for this population	CHSP	YAB, Youth system work group	July 2021	Dec. 2021	TBD	2.4
f	Secure opportunities to expand inventory of Housing Choice Vouchers, starting with the Emergency Housing Vouchers offered to the Housing Authority in May 2021	CHSP, MC, SBC	Housing Authority	July 2021	June 2022	EHV funding	2.4

## STRATEGY AREA 2: Improve the Performance of the Homelessness Response System

	Action/Activity	Lead Entity	Supporting Entities	Begin	End	Funding Source	Strategy
g	Continue investing in acquisition and conversion of motels to provide permanent housing for people experiencing homelessness; apply for new Homekey program funding available from the State of CA for projects in Salinas and King City (due August 2021).	CHSP, CoS, MC	LC	July 2021	Aug. 2021	Homekey	2.4
h	Establish policies relating to termination and exit protocols for CoC and ESG-funded housing programs	CHSP	Housing partners	Sept. 2021	Dec. 2021	TBD	2.5
i	Review and update existing CoC level operational standards for shelters, with a focus on alignment to Housing First principles (low barriers to entry, person centered policies); partner with large shelter operators to identify and implement changes to policies and practices to lower barriers to participation in shelter	CHSP	MC, SBC, CoS	Jan. 2022	June 2022	TBD	2.6
j	Explore providing storage and pet facilities at existing shelters	CHSP	MC, SBC, CoS	Jan. 2022	June 2022	TBD	2.3
k	Convene work group to explore feasibility of adding a small shelter in South County to address regional inequities in shelter access	CHSP, MC	South County cities	Jan. 2022	June 2022	TBD	2.3
l	Issue RFP for affordable family housing at 845 E. Laurel Drive	CoS	MC	TBD	TBD	TBD	2.4
m	Adopt performance targets for shelter, TH, RRH, and PSH from the Five-Year Plan and begin to integrate into RFPs, contracts, and other accountability measures	CHSP, MC, SBC, CoS, other funders	LC	July 2021	Dec. 2021	TBD	2.7
n	Develop HMIS reports to track and report on program and system outcomes, including progress in meeting performance targets as well as racial and ethnic disparities	CHSP	LC	Jan. 2022	Dec. 2022	TBD	2.7

### STRATEGY AREA 3: Expand Service-Oriented Responses to Unsheltered Homelessness

Action/Activity		Lead Entity	Supporting Entities	Begin	End	Funding Source	Strategy
a	Continue to expand and improve provision of basic needs to encampments (nutrition, health, hygiene, PPE, trash removal)	CoS, MC, SBC	CHSP	July 2021	June 2022	TBD	3.1
b	Continue to improve communication and collaboration with encampment residents by convening regular meetings with encampment leaders	CoS, MC	CHSP	July 2021	June 2022	TBD	3.2
c	Engage encampment leaders in plan for developing a Lived Experience Advisory Board (see above under Strategy 1)	CHSP	Work group of people with lived experience	Jan. 2022	June 2022	TBD	3.3
d	Develop communications materials to share with the community explaining the CoC's strategy on encampments, message that providing safe places for people to go is a responsibility for all jurisdictions	CHSP	CoS, MC, SBC	July 2021	Dec. 2021	TBD	3.3
e	Provide training and information to outreach teams to ensure they are equipped to provide people in encampments with connections to available services and supports as well as information about how to access available shelter and housing	MC, CoS, CHSP	TBD	July 2021	June 2022	TBD	3.4
f	Convene a working group including representation from Monterey County, San Benito County, city jurisdictions, and people with lived experience of homelessness to begin developing a common set of guidelines relating to encampment response	CHSP	Counties, cities, people with lived experience	Jan. 2022	June 2022	TBD	3.1





## ACKNOWLEDGEMENTS

The Coalition of Homeless Services Providers (CHSP) and the Collaborative Planning Group would like to thank the many community stakeholders, organizations, and people with lived experience of homelessness for their participation in the process to update the Lead Me Home Plan. Thank you to Focus Strategies for technical assistance in developing the Plan.



# Monterey County

## Item No.12

### Board Report

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

Legistar File Number: A 21-544

November 16, 2021

Introduced: 11/8/2021

Current Status: Scheduled PM

Version: 1

Matter Type: BoS Agreement

Receive the progress report from ITD outlined below, in response to Board Referral #2021.08 to facilitate regional governance, strategy, collaboration and partnerships on expanding broadband access and closing the digital divide throughout Monterey County.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive the progress report outlined below in response to Board Referral #2021.08.
- b. Provide further direction, as appropriate.

#### SUMMARY:

Monterey County IT department (ITD) received Board Referral #2020.25 on Sept. 6, 2020, to support collaborative efforts to address the digital divide in partnership with local school districts, cities, the County of Monterey, and community partners, and to advocate for solutions at the state and federal level. On May 18, 2021, ITD received Board referral #2021.08 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.

On July 20, 2021, Board directed ITD to close the Board Referral # 2020.25, and mark it completed. ITD will report to Board quarterly on the community broadband project progress through its presentation on Board referral #2021.08. This report summarizes ITD's progress on broadband since then which includes:

- 1) Regional broadband task force kick-off
- 2) Broadband RFP release
- 3) Submission of a Board Resolution to execute Golden State Connect Authority JPA agreement
- 4) Public Wi-Fi implementation.

#### ANALYSIS:

##### **Background:**

Monterey County IT department (ITD) received Board Referral #2020.25 on Sept. 6, 2020, to support collaborative efforts to address the digital divide in partnership with local school districts, cities, the County of Monterey, and community partners, and to advocate for solutions at the state and federal level. On May 18, 2021, ITD received Board referral #2021.08 to explore the potential of creating a Monterey County Broadband Joint Powers Authority to facilitate regional governance,

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On July 20, 2021, Board directed ITD to close the Board Referral # 2020.25, and mark it completed. ITD will report to Board quarterly on the community broadband project progress through its presentation on Board referral #2021.08 on Broadband JPA.

### **Project Description:**

#### **1) Regional broadband task force kick-off**

In response to Board referral #2021.08, ITD discussed with regional partners on community broadband governance, and presented its recommendations on July 20, 2021, with subsequent Board approval.

ITD kicked off its first regional broadband Task Force meeting on September 10, 2021. The Task Force will develop a shared vision on regional broadband effort, appropriate governance structure and develop a strategic plan.

#### **2) Broadband RFP release**

In June 2021 Board approved \$1.935 million in ARPA funds for FY 21-22 for broadband development. A Request for Proposal was released on September 23, 2021. The purpose of the RFP is to seek innovative or traditional broadband solutions from one or more Contractors proposing one or multiple solutions to unserved and underserved areas of the county. From these RFP responses, County will select the best solutions and Contractors to finalize project details for project creation and execution. As part of the RFP process, a Pre-bid meeting was held on October 8, 2021, with Q&A released in addenda. Contractors' responses are expected by November 12, 2021. Announcement of Contractor selections will be around December 2021.

#### **3) Golden State Connect Authority JPA agreement**

On September 12, 2021, ITD submitted a Board Resolution to adopt the Golden State Connect Authority JPA agreement, an initiative led by Rural County Representatives of California (RCRC). The signing of the agreement allows Monterey County to join the JPA as a Member County. Initial areas of focus for broadband work of this JPA will include:

1. Foundational Readiness: Ensure all member counties have broadband strategic plans.
2. Capacity Building: Equip rural counties with information and resources about innovative models and approaches to broadband deployment.
3. Demonstration Projects: Implement open-access municipal broadband projects.

#### **4) Public Wi-Fi implementation.**

ITD completed public Wi-Fi implementation in September 2021. As a result, 22 County buildings are equipped with public Wi-Fi that benefits nearby County residents within 328 feet beyond building perimeter. Within a 30-day period, there were 1666 unique devices connected to the new Wi-Fi system, utilizing 3.2 TB of data.



**Estimated Project Cost:**

In June 2021 Board approved \$1.935 million in ARPA funds for FY 21-22 for broadband development.

ITD will return to Board with additional cost if there is any.

**Staffing Level Estimate:**

No additional staff is needed.

**Departmental Challenges:**

Community broadband challenge is about coming up with a sustainable, and executable public and private partnership model that will benefit Monterey County residents for the long run, while producing quick and measurable outcomes. As such, ITD will continue working on the approved community broadband projects and deliver community broadband services to County constituents while working on a functional regional community broadband governance structure.

**Proposed Response Date:**

ITD will provide Board with quarterly update.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The pandemic has underscored the critical utility of broadband infrastructure. From the homework gap and workforce adaptation to essential healthcare services and e-commerce, broadband is now the keystone to our nation's response to the global pandemic and imperative to building resilient and future-ready communities. The lack of reliable broadband is a major economic barrier and a leading driver of socioeconomic inequality.

County's goal is to ensure that every resident in Monterey County, regardless of their circumstances, could access broadband. The ability to do so will pay dividends far beyond the current crisis we find ourselves in. With unprecedented federal and state funding that will soon be allocated to address the digital divide and expand broadband access throughout California, including federal American Rescue Plan Act (ARPA) funding, a record state budget allocation this year, there is an immediate need for local governments, including the Board of Supervisors, cities, school districts, special districts, universities and other community partners and institutions, to create a governance structure to better facilitate regional strategy, collaboration and partnerships on expanding broadband access and closing the digital divide throughout Monterey County.

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

Prepared by: Alex Zheng, ITD Division Manager, 759-6991

Approved by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Eric A. Chatham, Director of Information Technology, 759-6920

Attachments:

Board Presentation

Board Referral No. 2021.08



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-544**

**November 16, 2021**

**Introduced:** 11/8/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

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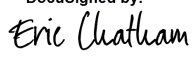
Legistar File Number: A 21-544

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

Prepared by: Alex Zheng, ITD Division Manager, 759-6991

Approved by:

DocuSigned by:  
 Date: 11/8/2021 | 7:30 PM PST  
747D362C7BD04AE  
Eric A. Chatham, Director of Information Technology, 759-6920

Attachments:

Board Presentation

Board Referral No. 2021.08



# ITD

Innovate • Transform • Deliver

## Board Referral #2021.08 Progress Update

### November 16, 2021



## Board Directions on July 20, 2021

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- On July 20, 2021, Board directed ITD to close the “Addressing the Digital Divide” Referral # 2020.25, and mark it completed;
- ITD will report to Board quarterly on the community broadband project progress through its presentation on Board referral #2021.08 on Broadband JPA;



# Regional Broadband Task Force

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- In response to Board referral #2021.08, ITD discussed with regional partners on community broadband governance, and presented its recommendations on July 20, 2021, with subsequent Board approval;
- ITD kicked off its first regional broadband Task Force meeting on September 10, 2021. The Task Force will develop a shared vision on regional broadband effort, appropriate governance structure and develop a strategic plan;

# Broadband RFP

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- A Request for Proposal was released on September 23, 2021;
- A Pre-bid meeting was held on October 8, 2021 with Q&A released in addenda;
- Contractors' responses are expected by November 12, 2021.  
Announcement of Contractor selections will be around December 2021;

# Golden State Connect Authority JPA

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- On September 12 2021, ITD submitted a Board Resolution to adopt the Golden State Connect Authority JPA agreement, and to join the JPA as a Member County;
- Initial areas of focus for broadband work will include:
  - Foundational Readiness: Ensure all member counties have broadband strategic plans

# Golden State Connect Authority JPA – Cont'd

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- ❑ Capacity Building: Equip rural counties with information and resources about innovative models and approaches to broadband deployment
- ❑ Demonstration Projects: Implement open-access municipal broadband projects

# Public Wi-Fi

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- ITD completed public Wi-Fi implementation in September 2021
  - a) 22 County buildings are equipped with public Wi-Fi that benefits nearby County residents within 328 feet beyond building perimeter;
  - b) Within a 30-day period, there were 1666 unique devices connected to the new Wi-Fi system, utilizing 3.2 TB of data;

# Monterey County Board of Supervisors Referral Submittal Form

**Referral No. 2021.08**  
**Assignment Date: 05/18/21**  
(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: 5/13/2021	Submitted By: LUIS ALEJO & CHRIS LOPEZ	District #: 1 & 3
Referral Title: <b>Monterey County Broadband Joint Powers Authority</b>		
Referral Purpose: Explore 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.		
<p>Brief Referral Description (attach additional sheet as required ): The heartbreaking photo of the two little girls accessing the internet outside a fast food restaurant in East Salinas last August highlighted the digital divide crisis for many families in Monterey County and throughout our nation during this pandemic. Since then, County Superintendent Deneen Guss began working on addressing internet and broadband needs by forming a Broadband Task Force that have held regular meetings.</p> <p>Today, with unprecedented federal and state funding that will soon be allocated to address the digital divide and expand broadband access throughout California, including federal American Rescue Plan Act (ARPA) funding, a record state budget allocation this year and a potential \$10 billion broadband bond in 2022, there is an immediate need for local governments, including the Board of Supervisors, cities, school districts, special districts, universities and other community partners and institutions, to create a formal governance body to better facilitate regional strategy, collaboration and partnerships on expanding broadband access and closing the digital divide throughout Monterey County. There is also a need to also devise a strategic plan to expand access and digital literacy, and to facilitate affordability rates for county residents. A Broadband Joint Powers Authority should have equitable geographic representation from Salinas, North County, South County and the Peninsula, and place a priority for unserved, underserved and disadvantaged communities with the greatest needs and challenges in the county.</p> <p>Potential state and federal funding sources will likely prioritize regional governmental collaborative efforts and projects, as well as shovel-ready projects. A JPA may best position Monterey County to draw down competitive state and federal funding and resources for the benefit of our local communities and our families.</p>		
<b>Classification - Implication</b>		<b>Mode of Response</b>
<input type="checkbox"/> Ministerial / Minor <input type="checkbox"/> Land Use Policy <input type="checkbox"/> Social Policy <input type="checkbox"/> Budget Policy <input checked="" type="checkbox"/> Other: <u><b>IT/Infrastructure</b></u>		<input type="checkbox"/> Memo <input checked="" type="checkbox"/> Board Report <input checked="" type="checkbox"/> Presentation
		<b>Requested Response Timeline</b>
		<input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input checked="" type="checkbox"/> 6 weeks <input type="checkbox"/> Status reports until completed <input type="checkbox"/> Other: _____ <input type="checkbox"/> Specific Date: _____

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:**

Department(s): <b>ITD</b>	Referral Lead: <b>Eric Chatham</b>	Board Date: <b>5/18/21</b>
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**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:**

Department(s):	Referral Lead:	Date:
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**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: _____	<b>Department's Recommended Response Timeline</b>
Date: _____	<input type="checkbox"/> By requested date <input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months <input type="checkbox"/> 1 year <input type="checkbox"/> Other/Specific Date: _____

<b>REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:</b>		
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.



# Monterey County

## Item No.13

### Board Report

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

Legistar File Number: 21-999

November 16, 2021

Introduced: 11/9/2021

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

#### REF210007/WATER AND ENERGY EFFICIENCY IN LANDSCAPING ORDINANCE

(Continued from November 2, 2021).

- a. Introduce, waive reading, and consider an ordinance to add Chapter 16.63 to the Monterey County Code to establish regulations for water-efficient and energy-efficient landscaping in unincorporated Monterey County; and
- b. Set December 7, 2021 at 10:30 a.m. as the date and time to adopt the ordinance

**Location:** Countywide

**Proposed CEQA Action:** Consider finding the project categorically exempt pursuant to Section 15307 and 15308 of the CEQA Guidelines.

#### RECOMMENDATION

It is recommended that the Board of Supervisors:

- a. Introduce, waive reading, and consider an ordinance to add Chapter 16.63 to the Monterey County Code to establish regulations for water-efficient and energy-efficient landscaping in unincorporated Monterey County; and
- b. Set December 7, 2021 at 10:30 a.m. as the date and time to adopt the ordinance.

#### SUMMARY

The Board of Supervisors considered this proposed ordinance at its November 2, 2021 meeting and continued the hearing on the introduction of the ordinance to the Board's November 16, 2021 meeting.

State law requires the County to implement the state's Model Water Efficient Landscape Ordinance (MWELo) or adopt a local ordinance (Attachment A) that is at least as effective at landscape water conservation. Absent a local landscape ordinance, the County is required to implement and has been implementing the MWELo. If the Board chooses to advance the Water and Energy Efficiency in Landscaping Ordinance (WEELo) for adoption, consideration of adoption would be scheduled on the consent calendar for the Board meeting on December 7, 2021.

If the Board decides not to advance the local ordinance, the County would continue implementing the State MWELo (Attachment D).

#### DISCUSSION

Concerns raised by the Board during the November 2, 2021 meeting regard the following:

- *The ordinance is too complex and convoluted and could frustrate applicants to install paving instead of landscaping.*



Response. The complexity derives from state law. Since 2010, state law has required the County to implement the state's model landscape ordinance if the County has not adopted a local ordinance (Gov. Code §65595). To adopt and implement a local ordinance instead of the MWEO, the Board of Supervisors must make a finding that the local ordinance is at least as effective as the state model ordinance at conserving water. The state's model ordinance contains equally, if not more, complex requirements as the proposed local ordinance. The state requirements, with which applicants are and have been required to comply, include calculations for evapotranspiration for each species of vegetation, plant factors, special landscape areas, hydrozone areas, maximum applied water allowance, irrigation efficiency, and estimated total water use (Cal. Code Regs., tit. 23, §§490 to 495). As required by state law, MWEO requirements have been implemented in the County since 2010. The proposed County ordinance includes the MWEO calculations and further provides simplified direction to applicants in the following manner: 1) pathways for conformance are in two categories of major and minor; 2) landscapes under 2,500 square feet no longer require certification by a licensed landscape architect or landscape professional; 3) for the section Outdoor Potable Water Use in Landscape Areas included in the mandatory measures of the California Green Building Standards Code ("CALGreen"), clarification of compliance pathways; and 4) provision of policy framework within which to integrate state and local requirements for water conservation, energy efficiency, fire safety, and the building code.

- *Requirement that landscape maintenance "shall" be implemented for the life of the project could foment conflict between neighbors during a drought.*

Response. State regulation has, since 2010, required that landscapes shall be maintained to ensure water use efficiency with a regular maintenance schedule which shall include though not be limited to, routine inspection and repairs to irrigation systems; replenishing mulch; and weeding in all landscape areas (Cal. Code Regs., tit. 23, sec. 492.11). The WEEO includes these requirements from the MWEO to meet the requirement to be at least as effective as the MWEO in landscape water conservation. The WEEO includes a maximum water budget not to be exceeded in any year, and encourages planting low-water use vegetation that can withstand drought conditions. Predominantly, Governor Newsom declared a state of drought emergency on October 19, 2021 with wasteful water uses, including landscape-related watering activities, prohibited as follows: use of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain; use of potable water for irrigation of ornamental turf on public street medians; and use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those which utilize recycled water. The state of drought emergency supersedes the landscape ordinance.

The state Department of Water Resources (DWR) published a 78-page draft of a MWEO Guidebook on January 11, 2021, to provide background information, explain provisions of the regulations, and give guidance for enforcement. The Guidebook can be found at <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/MWEO-Files/MWEO-Guidebook/1-Model-Water-Efficient-Landscape-Ordinance-Guidebook.pdf>. The County ordinance authorizes the Board to adopt a County landscape manual to provide guidance for implementing the County's landscape ordinance and to provide forms for implementation of the ordinance. Staff anticipates

presenting the manual to the Board of Supervisors for the Board's consideration in the early part of 2022.

#### ENVIRONMENTAL REVIEW

Staff recommends that the Board of Supervisors find adoption of the ordinance exempt from environmental review pursuant to Sections 15307 and 15308 of the CEQA Guidelines because the adoption of the ordinance is an action taken by the County, as authorized by state law, to assure the maintenance, restoration or enhancement of natural resources and the environment. The ordinance is designed to result in water and energy conservation in landscaping and, by incorporating the SB 1383 requirements, to reduce the greenhouse gas, methane. A finding for the CEQA exemption has been incorporated within the ordinance findings.

#### OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the ordinance as to form.

#### FINANCING

Funding for staff time associated with preparation of the ordinance is included in the FY2021-22 Adopted Budget in Appropriation Unit HCD-002, Unit 8543. Costs for staff time to review landscape projects after implementation of the ordinance will be recovered through the existing fees charged for landscape project review, which are included in the fee schedule adopted by the Board. Two types of landscape projects will require review by staff as a result of implementation of the ordinances: Minor Landscape projects and Major Landscape projects. Staff projects that the average staff time spent on Minor Landscape projects (plan review and final inspection) equates to approximately 1.5 hours while the average staff time spent on Major Landscape project review is project to be approximately 3 hours. Complex landscape projects requiring additional review time beyond the average can be recovered through the re-inspection fee, or a deposit.

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

This action represents an effective response to our County customers' needs, as well as the protection of the public interest in water conservation. Adoption of these ordinances will result in reduction in water and energy use.

Check the related Board of Supervisors Strategic Initiatives:

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

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

Reviewed by: Craig Spencer, Chief of HCD-Planning

Approved by: Erik V. Lundquist, AICP, Director of HCD

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

Attachment A - Ordinance for Water and Energy Efficient Landscapes

Attachment B - Planning Commission Resolution No. 15-027

Attachment C - November 2, 2021 Board of Supervisors Abbreviated Staff Report (Attachments not included)

Attachment D - State Model Water Efficient Landscape Ordinance (MWEL0)

cc: Front Counter Copy; California Coastal Commission; HCD-Development Services; Public Works, Parks, and Facilities (PWPF); Environmental Health Bureau; Monterey County Water Resources Agency; HCD-Environmental Services; Monterey Peninsula Water Management District; Office of the Agricultural Commissioner; Jonathan Pangburn, Unit Forester, CAL Fire San Benito - Monterey; Anna V. Quenga, AICP, Interim HCD Services Manager; Monterey Bay AIA; Michael Waxer; Rob Carver; Lino Beli; Richard Rudesill; Michael Harrington, Frank Pierce; The Open Monterey Project (Molly Erickson); LandWatch (Director); The Refinement Group; Project File REF210007.



# Monterey County

Item No.

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: 21-999

November 16, 2021

Introduced: 11/9/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

### REF210007/WATER AND ENERGY EFFICIENCY IN LANDSCAPING ORDINANCE

(Continued from November 2, 2021).

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**Location:** Countywide

**Proposed CEQA Action:** Consider finding the project categorically exempt pursuant to Section 15307 and 15308 of the CEQA Guidelines.

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Response. The complexity derives from state law. Since 2010, state law has required the County to implement the state's model landscape ordinance if the County has not adopted a local ordinance (Gov. Code §65595). To adopt and implement a local ordinance instead of the MWEO, the Board of Supervisors must make a finding that the local ordinance is at least as effective as the state model ordinance at conserving water. The state's model ordinance contains equally, if not more, complex requirements as the proposed local ordinance. The state requirements, with which applicants are and have been required to comply, include calculations for evapotranspiration for each species of vegetation, plant factors, special landscape areas, hydrozone areas, maximum applied water allowance, irrigation efficiency, and estimated total water use (Cal. Code Regs., tit. 23, §§490 to 495). As required by state law, MWEO requirements have been implemented in the County since 2010. The proposed County ordinance includes the MWEO calculations and further provides simplified direction to applicants in the following manner: 1) pathways for conformance are in two categories of major and minor; 2) landscapes under 2,500 square feet no longer require certification by a licensed landscape architect or landscape professional; 3) for the section Outdoor Potable Water Use in Landscape Areas included in the mandatory measures of the California Green Building Standards Code ("CALGreen"), clarification of compliance pathways; and 4) provision of policy framework within which to integrate state and local requirements for water conservation, energy efficiency, fire safety, and the building code.

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The state Department of Water Resources (DWR) published a 78-page draft of a MWEO Guidebook on January 11, 2021, to provide background information, explain provisions of the regulations, and give guidance for enforcement. The Guidebook can be found at <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/MWEO-Files/MWEO-Guidebook/1-Model-Water-Efficient-Landscape-Ordinance-Guidebook.pdf>. The County ordinance authorizes the Board to adopt a County landscape manual to provide guidance for implementing the County's landscape ordinance and to provide forms for implementation of the ordinance. Staff anticipates

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Staff recommends that the Board of Supervisors find adoption of the ordinance exempt from environmental review pursuant to Sections 15307 and 15308 of the CEQA Guidelines because the adoption of the ordinance is an action taken by the County, as authorized by state law, to assure the maintenance, restoration or enhancement of natural resources and the environment. The ordinance is designed to result in water and energy conservation in landscaping and, by incorporating the SB 1383 requirements, to reduce the greenhouse gas, methane. A finding for the CEQA exemption has been incorporated within the ordinance findings.

#### OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the ordinance as to form.

#### FINANCING

Funding for staff time associated with preparation of the ordinance is included in the FY2021-22 Adopted Budget in Appropriation Unit HCD-002, Unit 8543. Costs for staff time to review landscape projects after implementation of the ordinance will be recovered through the existing fees charged for landscape project review, which are included in the fee schedule adopted by the Board. Two types of landscape projects will require review by staff as a result of implementation of the ordinances: Minor Landscape projects and Major Landscape projects. Staff projects that the average staff time spent on Minor Landscape projects (plan review and final inspection) equates to approximately 1.5 hours while the average staff time spent on Major Landscape project review is project to be approximately 3 hours. Complex landscape projects requiring additional review time beyond the average can be recovered through the re-inspection fee, or a deposit.

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

This action represents an effective response to our County customers' needs, as well as the protection of the public interest in water conservation. Adoption of these ordinances will result in reduction in water and energy use.

Check the related Board of Supervisors Strategic Initiatives:

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

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

Reviewed by: Craig Spencer, Chief of HCD-Planning

Approved by: Erik V. Lundquist, AICP, Director of HCD *EVL*

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

Attachment A - Ordinance for Water and Energy Efficient Landscapes

Attachment B - Planning Commission Resolution No. 15-027

Attachment C - November 2, 2021 Board of Supervisors Abbreviated Staff Report (Attachments not included)

Attachment D - State Model Water Efficient Landscape Ordinance (MWEL0)

cc: Front Counter Copy; California Coastal Commission; HCD-Development Services; Public Works, Parks, and Facilities (PWPF); Environmental Health Bureau; Monterey County Water Resources Agency; HCD-Environmental Services; Monterey Peninsula Water Management District; Office of the Agricultural Commissioner; Jonathan Pangburn, Unit Forester, CAL Fire San Benito - Monterey; Anna V. Quenga, AICP, Interim HCD Services Manager; Monterey Bay AIA; Michael Waxer; Rob Carver; Lino Beli; Richard Rudesill; Michael Harrington, Frank Pierce; The Open Monterey Project (Molly Erickson); LandWatch (Director); The Refinement Group; Project File REF210007.

# Attachment A



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**ORDINANCE No. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,  
ADDING CHAPTER 16.63 TO THE MONTEREY COUNTY CODE RELATING TO  
WATER CONSERVATION AND ENERGY EFFICIENCY IN LANDSCAPING IN  
UNINCORPORATED MONTEREY COUNTY**

**County Counsel Summary**

*This ordinance adds Chapter 16.63 to Title 16 of the Monterey County Code to address water and energy efficient landscaping in unincorporated Monterey County. State law requires that the County apply the state's Model Water Efficient Landscape Ordinance or adopt a local ordinance that is at least as effective in conserving water as the state's model ordinance. This ordinance is intended to be at least as effective in conserving water as the state's model ordinance and will govern in lieu of the state's model ordinance. If adopted, this ordinance will govern new landscapes and rehabilitated landscapes for projects where the landscape area exceeds certain square footage thresholds. This ordinance requires these projects to install water efficient planting and irrigation, including energy efficient landscape components and design, along with moisture-retaining mulch, where applicable. This ordinance authorizes the Board of Supervisors to adopt application fees for the processing of landscape projects and also provides for enforcement and penalties for violations of this ordinance.*

The Board of Supervisors of the County of Monterey ordains as follows:

**SECTION 1. FINDINGS AND DECLARATIONS.**

A. Pursuant to Article XI, Section 7 of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Water conservation in landscaping serves the public health, safety, and welfare by minimizing water use, eliminating water waste, and maximizing energy efficiency.

C. Assembly Bill 325 – The Water Conservation in Landscape Act of 1990 ("AB 325") was signed into law on September 29, 1990, requiring the California Department of Water Resources ("DWR") to develop and adopt a State Model Water Efficient Landscape Ordinance with provisions for water efficient landscape design, installation, and maintenance by January 1, 1992.

D. Assembly Bill 1881 – The Water Conservation in Landscaping Act of 2006 ("AB 1881") required DWR to develop and adopt an updated State Model Water Efficient Landscape Ordinance ("MWELO"). Government Code Section 65595 as enacted by AB 1881 mandates that local governments either adopt the MWELO or a local ordinance that is at least as effective

in water conservation by January 1, 2010. If neither has occurred by that date, the local agency is required to enforce the MWELO.

E. On February 5, 2010, the County notified the DWR that the County intends to follow the MWELO.

F. On April 1, 2015, the Governor of the State of California issued Executive Order B-29-15 due to the continued severe drought conditions. This order required DWR to revise the MWELO through expedited regulation to increase water efficiency standards.

G. On July 15, 2015, the California Water Commission approved the revised MWELO, which is set forth in sections 490 through 495 of Title 23 of the California Code of Regulations. Local governments are required to enforce the revised MWELO as of December 1, 2015, unless the local agency has adopted a local ordinance that is at least as effective in water conservation. This local ordinance is intended to be at least as effective in water conservation as the revised MWELO, and accordingly, once adopted, this ordinance will apply instead of the MWELO.

H. One of the purposes of the MWELO is “to establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects by encouraging the use of watershed approach,” with recognition that such landscapes “will make the urban environment resilient in the face of climatic extremes and result in an improved urban setting.” (Cal. Code Regs., tit. 23, §490(b) and (c).) Consistent with the purpose of the MWELO, this ordinance is intended to govern those types of landscapes that are ornamental in nature and typically found in non-agricultural settings. This ordinance is not intended to govern agricultural cultivation activities.

I. In accordance with Sections 65595(c)(1) and 65597 of the Government Code, the Board of Supervisors hereby finds that this ordinance is at least as effective in conserving water as the revised MWELO. The elements of the MWELO identified in Section 65596 of the Government Code have been incorporated into this ordinance. Additional evidence that this ordinance is at least as effective in conserving water as the updated MWELO includes: the County requirement for Minor Landscape Package submittal applies to landscapes up to 2,500 square feet for new construction which is more restrictive than the MWELO that does not require compliance with the MWELO for landscapes up to 500 square feet for new construction; and the definition of “recreational area” is more restrictive than the MWELO definition, thereby limiting the number of areas that would automatically qualify as “Special Landscape Area.”

J. This ordinance also authorizes the Board of Supervisors to adopt, by separate resolution, a landscape manual to work in conjunction with the ordinance, implement the regulations, and provide technical information. Such manual could be updated periodically as needed by resolution.

K. This ordinance is intended to apply in the coastal and non-coastal zones of the unincorporated County. Adoption of this ordinance does not require an amendment to the Local

Coastal Program (“LCP”) or certification by the California Coastal Commission. Correspondence from the California Coastal Commission dated August 7, 2014 states that the “...existing regulations of the LCP appear to adequately cover the issue of water conservation/water efficiency in landscaping without the need to add any references to this new ordinance...” Therefore, the Board of Supervisors may adopt this ordinance without certification by the California Coastal Commission.

L. This ordinance is consistent with other water conservation policies and regulations set forth in the Monterey County Code (“MCC”).

1. Chapter 18.44 of the Monterey County Code requires low water use landscape material (drought tolerant or native plant material and low precipitation sprinkler heads such as bubblers, drip irrigation systems, and timing devices) as part of new construction in areas of the County served by California-American Water Service Company. Regulations contained in this ordinance require the use of drought tolerant landscape planting and water efficient irrigation and are therefore consistent with Chapter 18.44. Furthermore, projects exempt from this ordinance, but subject to MCC Chapter 18.44, remain subject to Chapter 18.44.

2. Chapter 18.50 of the MCC is applicable to the Greater Salinas Planning Areas, Toro Planning Area, Greater Monterey Peninsula Planning Area, and a portion of the North County Planning Area (including the coastal zone). Chapter 18.50 requires that landscape development for new construction include low water use, drought tolerant, or native plant material, low precipitation sprinkler heads, bubblers, drip irrigation systems, and timing devices. Regulations contained in this ordinance require the use of drought tolerant landscape planting and water efficient irrigation and are therefore consistent with Chapter 18.50. Furthermore, projects exempt from this ordinance, but subject to MCC Chapter 18.50, remain subject to Chapter 18.50.

3. This ordinance is consistent with existing regulations contained within the following chapters of the Monterey County Code: Chapter 10.46 – Weed Control; Chapter 15.12 – Water Conservation; Chapter 15.16 – Waste Water Use; Chapter 16.12 – Erosion Control; and Chapter 16.14 – Urban Stormwater Quality Management and Discharge Control.

M. This ordinance is consistent with the 2010 Monterey County General Plan, which is applicable in the non-coastal areas of the County, and implements the following 2010 Monterey County General Plan policies:

1. Policy No. OS-5.6 requires utilization of native, native compatible and drought resistant species in fulfilling landscaping requirements. This ordinance implements this policy, as it requires incorporation of native and/or native compatible drought tolerant planting.

2. Policy Nos. OS-5.14 and S-4.28 encourage exclusion of invasive plants and require the County to provide a list of fire-resistant plants. This ordinance implements these policies, as it prohibits the use of and encourages the eradication of invasive plants.

3. Policy No. PS-2.8 requires all projects to be designed to increase runoff retention, protect water quality, and enhance groundwater recharge through water impoundments, protection and planting of vegetation, and use of permeable paving materials, bioswales, water gardens, and cisterns. Techniques such as these and other Low Impact Development (“LID”) techniques are recommended in this ordinance.

4. Policy No. PS-3.11 requires the County to establish an ordinance identifying conservation measures that reduce potable water demand. The primary function of this ordinance is to increase water efficiency in landscaping, resulting in reducing the use of potable water.

5. Policy No. PS-3.12 requires the County to maximize the use of recycled water. This ordinance implements this policy, as it requires landscape projects to incorporate recycled water for irrigation wherever recycle water is available. Furthermore, applicants are incentivized to irrigate with recycled water, as it results in obtaining additional credit in their water budget calculation.

6. Policy No. PS-5.4 requires the County to promote the maximum use of solid waste source composting and environmentally safe transformation of wastes. This ordinance requires application of compost and mulch generated from waste conversion.

7. This ordinance addresses water conservation, groundwater recharge, eradication of invasive plants, and the retention and use of native and native compatible plants. These regulations are consistent with supplemental policies of the seven area plans that are part of the 2010 General Plan.

N. This ordinance is consistent with water conservation measures in the County’s certified Local Coastal Program, as supplemented by the 1982 Monterey County General Plan. This ordinance incorporates water conservation measures, drought resistant native and native compatible species, and the encouragement of energy savings.

O. The North County Land Use Plan, Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, Del Monte Forest Land Use Plan and accompanying Coastal Implementation Plan contain policies and regulations requiring incorporation of water conserving landscape measures; planting of native, native compatible, and drought resistant vegetation; and the prohibition and eradication of invasive plant species. Regulations contained in this ordinance address these objectives and are therefore consistent with the Land Use Plans. Projects exempt from this ordinance but subject to the Land Use Plans and Coastal Implementation Plan will not be affected by adoption of this ordinance or approval of the Landscape Manual.

P. The County has adopted the 2019 California Green Building Standards Code, also known as CALGreen, with local modifications (Chapter 18.11 of the MCC). The water and energy conservation measures contained in this ordinance are consistent with and support implementation of the County’s green building requirements. Water use and energy consumption are inherently linked. Implementation of water conservation measures in new and

rehabilitated landscapes will result in secondary energy savings associated with the corresponding reduction in demand, production and transport of water resources.

Q. This ordinance implements the state's Short-Lived Climate Pollutant Reduction Strategy (SB1383) by including requirements for compost and mulch in landscaping.

R. Adoption of this ordinance is categorically exempt from environmental review pursuant to Sections 15307 and 15308 of the California Environmental Quality Act ("CEQA") Guidelines. Applying landscape requirements to projects will result in improving water and energy efficiency, thereby reducing water and energy consumption through landscape design. Consistent with Sections 15307 and 15308 of the CEQA Guidelines, adoption and implementation of this ordinance is an action taken by the County, as authorized by state law, to assure the maintenance, restoration, or enhancement of a natural resource and the environment (water and energy) through a regulatory process for the protection of the environment, including landscape and irrigation design requirements and the submittal and required approval of a Landscape Package.

SECTION 2. Chapter 16.63 is added to the Monterey County Code to read as follows:

## **CHAPTER 16.63 STANDARDS FOR LANDSCAPING**

### **Sections:**

- 16.63.010 – Purpose.**
- 16.63.020 – Definitions.**
- 16.63.030 – Applicability.**
- 16.63.040 – Landscape Manual.**
- 16.63.050 – Submittal Requirements of Landscape Package – Minor Landscapes.**
- 16.63.060 – Submittal Requirements of Landscape Package – Major Landscapes.**
- 16.63.070 – Planting Plan for Major Landscapes.**
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- 16.63.100 – Soils Management Report Requirements for Major Landscapes.**
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- 16.63.130 – Energy Efficiency.**
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- 16.63.150 – Public Education.**
- 16.63.160 – Amendments to Approved Landscape Packages.**
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- 16.63.180 – Enforcement and Penalties.**

### **16.63.010 Purpose.**

The purpose of this Chapter is to provide a path for the design, installation, management, and maintenance of landscaping and irrigation within the built environment by establishing

landscape standards that minimize water use, eliminate water waste, and maximize energy efficiency by requiring low water landscape plantings, irrigation methods, and low energy lighting and ornamental landscape features in all of unincorporated Monterey County. Pursuant to Government Code Section 65595, this Chapter is intended to be at least as effective in water conservation as the state Model Water Efficient Landscape Ordinance (“MWELO”) and is intended to apply in lieu of the MWELO.

#### **16.63.020 Definitions.**

The definitions below are applicable to this Chapter. For terms that are defined by the MWELO and not defined by this Chapter, the definition in the MWELO shall apply. For terms that are defined by both this Chapter and the MWELO, the definition in this section shall apply for purposes of this Chapter:

A. “Agricultural cultivation activities” shall mean and include, but not be limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity including horticulture, timber, or apiculture, the raising of livestock, fish, or poultry, and any acceptable cultural practices performed as incident to, or in conjunction with such farming operations, including preparation for market, delivery to storage or market, or delivery to carriers for transportation to market. For purposes of this Chapter, the term “agricultural cultivation activities” does not include Special Landscape Areas.

B. “Applied water” means the portion of water supplied by the irrigation system to the landscape.

C. “California Invasive Plant Inventory” means the California Invasive Plant Inventory maintained by the California Invasive Plant Council.

D. “Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the United States Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

E. “Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the United States Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

F. “Chief of Planning” means the Chief of Planning as defined by the Monterey County Code. For the purposes of this Chapter, the Chief of Planning includes the designee(s) of the Chief of Planning.

G. “Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

H. “Controller” means an automatic timing device used to remotely control valves or heads to operate an irrigation system. A weather-based controller is a controller that utilizes evapotranspiration or weather data to make adjustments to irrigation schedules. A self-adjusting irrigation controller is a controller that uses onsite sensor data (e.g., soil moisture) to adjust irrigation schedules.

I. “Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems

are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

J. “Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

K. “Energy efficient landscape” means any new or rehabilitated landscape, public or private, that helps a project achieve reduction in energy use when designed to provide a windbreak, or passive heating or cooling of a structure.

L. “Energy efficient lighting system” means any outdoor landscape lighting system consisting of at least ninety percent (90%) ENERGY STAR qualified hard-wired fixtures, solar powered lighting, and/or systems that employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.

M. “Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

N. “Estimated Total Water Use” means the total water used for the landscape as described in Section 492.4 of the MWELO (Cal. Code of Regs. tit. 23, sec. 492.4).

O. “ET adjustment factor” (“ETAF”) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency. The ETAF for a Special Landscape Area shall not exceed 1.0.

P. “Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

Q. “Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

R. “Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. Graywater includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

S. “Hardscapes” means any durable surface material (pervious or impervious).

T. “High water use plant” means any plant categorized as high water need by the Water Use Classification of Landscape Species guide (“WUCOLS”).

U. “Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depths served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated.

V. “Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

W. “Invasive plant” means a species of plants not historically found in California that spreads outside cultivated areas and can damage environmental or economic resources and is listed as an invasive plant in either the California Invasive Plant Inventory; USDA invasive, noxious weeds database; or the Landscape Manual.

X. “Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit shall include, but is not limited to: inspection, system tune-up, system test with distribution



uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other United States Environmental Protection Agency "Watersense" labeled auditing program.

Y. "Irrigation design plan" means a plan that is consistent with the requirements outlined in Section 16.63.080 of this Chapter.

Z. "Irrigation efficiency" means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this Chapter is 0.75 for overhead spray devices and 0.81 for drip systems.

AA. "Irrigation meter" means a separate meter that measures the amount of water used for items such as lawns, washing exterior surfaces, washing vehicles, or filling pools.

BB. "Landscape architect" means a person who holds a license to practice landscape architecture in the State of California (California Business and Professions Code Section 5615 as may be periodically amended).

CC. "Landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. Planted areas solely dedicated to edible plants such as private vegetable gardens and orchards are subject to the MAWA calculation for Special Landscape Areas. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

DD. "Landscape contractor" means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

EE. "Landscape Manual" means the manual adopted by the Board of Supervisors pursuant to Section 16.63.040 of this Chapter.

FF. "Landscape Package application" means the landscape materials required to be submitted for review and approval by the Chief of Planning pursuant to Section 16.63.050 or Section 16.63.060 of this Chapter.

GG. "Lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

HH. "Local water purveyor" means any entity, including a public agency, city, county, or private water company that provides retail water service.

II. "Low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

JJ. "Low water use plant" means any plant categorized as low water need by the Water Use Classification of Landscape Species ("WUCOLS") guide.

KK. "Major Landscape project" means a landscape project subject to Chapter 16.63 with an aggregate landscape area greater than two thousand five hundred (2,500) square feet.

LL. "Maximum Applied Water Allowance" ("MAWA") means the upper limit of annual applied water for the established landscaped area. It is based upon the area's reference

evapotranspiration, the ET Adjustment Factor, and the size of the landscape area as specified in the MWELo (See section 492.4 of the Title 23 of the California Code of Regulations).

MM. “Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

NN. “Minor Landscape project” means landscape projects subject to Chapter 16.63 with an aggregate landscape area less than or equal to two thousand five hundred (2,500) square feet.

OO. “Model Water Efficient Landscape Ordinance (MWELo)” is the state’s model water efficient landscape ordinance codified at sections 490 through 495 of Title 23 of the California Code of Regulations, as may be periodically amended.

PP. “Moderate water use plant” means any plant categorized as moderate water need by the Water Use Classification of Landscape Species (“WUCOLS”) guide.

QQ. “Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

RR. “Non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

SS. “Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

TT. “Overhead irrigation systems” means systems that deliver water through the air (for example, pop-ups, impulse sprinklers, spray heads, rotors, and micro-sprays).

UU. “Overspray” means the irrigation water that is delivered beyond the landscape area, wetting pavements, walks, structures, or other non-landscaped areas.

VV. “Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

WW. “Plant factor” or “plant water use factor” is a value, when multiplied by “reference evapotranspiration,” as defined below, that estimates the amount of water needed by plants. For purposes of this Chapter, the plant factor range for very low water use plants is less than 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this Chapter are derived from the MWELo, which derived the factors from the California Department of Water Resources publication “Water Use Classification of Landscape Species.” Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources.

XX. “Planting Plan” is a plan that is consistent with the requirements outlined in Section 16.63.060 of this Chapter.

YY. “Rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

ZZ. “Recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

AAA. “Recreational area” means an area, excluding private single family residential area, designated for active play, recreation or public assembly such as parks, sports fields, picnic grounds, or amphitheaters.

BBB. “Reference evapotranspiration” means a standard measurement of environmental parameters which affect the water use of plants. Evapotranspiration is expressed in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four to seven inches tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

CCC. “Rehabilitated landscape” means any re-landscaping of existing landscapes where the modified landscape area is equal to or greater than two thousand five hundred (2,500) square feet.

DDD. “Residential landscape” means landscape surrounding single or multifamily homes.

EEE. “Runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

FFF. “Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

GGG. “Special Landscape Area” means an area of the landscape dedicated solely to edible plants such as private vegetable gardens and orchards within the built environment, recreational areas, areas irrigated with recycled water, or water features using recycled water.

HHH. “Sprinkler head” means a device which delivers water through a nozzle.

III. “Stormwater control facility” means a structural feature intended to control or reduce stormwater runoff and associated pollutants, to induce or control the infiltration or groundwater recharge of stormwater, or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

JJJ. “Stormwater control measure” means any structural or non-structural strategy, practice, technology, process, program or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater, or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances. Stormwater control measures include stormwater control facilities.

KKK. “Turf” means a ground cover surface of mowed grass and does not include artificial turf surfaces. For example, Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses and Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.

LLL. “Valve” means a device used to control the flow of water in the irrigation system.

MMM. “Water conserving plant species” means a plant species identified as having a very low or low plant factor.

NNN. “Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools where water is artificially supplied. The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed facilities used for onsite wastewater treatment or stormwater control measures that are not

irrigated and used solely for water treatment or stormwater retention are not considered water features.

OOO. “Weather-based self-adjusting irrigation controller” means a system component that uses local weather and landscape conditions to adjust irrigation schedules automatically to actual conditions on the site or historical weather data.

PPP. “WUCOLS” means the Water Use Classification of Landscape Species guide published by the University of California Cooperative Extension and the California Department of Water Resources 2014, as may be periodically updated.

#### **16.63.030 Applicability.**

A. The provisions of this Chapter shall apply to all of the following categories of landscaping in all zoning districts in the coastal and non-coastal unincorporated areas of Monterey County:

1. New construction projects requiring a grading permit, building permit, or design approval with an associated new aggregate landscape area equal to or greater than five hundred (500) square feet;
2. New landscapes requiring a grading permit, building permit, or design approval with an aggregate landscape area equal to or greater than five hundred (500) square feet;
3. Construction projects requiring a grading permit, building permit, or design approval with associated rehabilitated landscapes having an aggregate landscape area equal to or greater than two thousand five hundred (2,500) square feet; and
4. Rehabilitated landscapes requiring a grading permit, building permit, or design approval with an aggregate landscape area equal to or greater than two thousand five hundred (2,500) square feet.

B. Applicable landscapes with an aggregate landscape area of two thousand five hundred (2,500) square feet or less are considered Minor Landscape projects and shall comply with the submittal requirements set forth in Section 16.63.050 of this Chapter.

1. Minor Landscape projects using treated or untreated graywater or rainwater captured onsite to irrigate the entire landscape area shall be subject to the approval of the County’s Environmental Health Bureau and, for the purposes of this Chapter, are not subject to Subsections 16.63.050.C.2 through 16.63.050.C.5 of this Chapter.

C. Applicable landscapes with an aggregate landscape area greater than two thousand five hundred (2,500) square feet are considered Major Landscape projects and shall comply with the submittal requirements set forth in Section 16.63.060 of this Chapter.

D. Exceptions. This Chapter does not apply to:

1. Local, state or federal historical sites listed in either the County’s Local Official Register of Historic Resources, the California Register of Historic Places, or the National Register of Historic Places;
2. Ecological restoration projects that do not require a permanent irrigation system;
3. Mined-land reclamation projects that do not require a permanent irrigation system;
4. Plant collections, as part of botanical gardens and arboretums open to the public;
5. Agricultural cultivation activities;
6. Construction of structures that do not include changes in existing landscape;

7. Changes in use of an existing structure that do not include changes to existing landscape;
  8. Constructed wetlands or other landscaped areas that are not irrigated and that are used solely for onsite wastewater treatment;
  9. New, existing or rehabilitated stormwater quality projects that are not irrigated and that are used solely for the purpose of improving runoff quality and/or retaining runoff for onsite infiltration;
  10. Natural areas including, but not limited to: open space, native vegetative areas, and pervious or non-pervious hardscapes that do not require a permanent irrigation system;
  11. Erosion control activities that do not require permanent irrigation systems such as hydroseeding; and
  12. Existing landscapes as defined in Section 16.63.150.B of this Chapter; however, such existing landscapes are strongly encouraged to reduce water consumption pursuant to Section 16.63.150.
- E. New cemeteries are exempt from the specific requirements of this Chapter but are required to engage in landscape maintenance practices that foster long-term water conservation, such as performing routine repair and adjustment of irrigation systems, conducting audits of water use, and prescribing the amount of water applied per landscaped acre.
- F. Landscape projects that are within the California-American Water Company service area, as defined in Chapter 18.44 of the Monterey County Code, are subject to Chapter 18.44. Chapter 16.63 is intended to work in conjunction with other County regulations pertaining to water conservation; however, if any provision of Chapter 16.63 is inconsistent with Chapter 18.44, then the provisions of Chapter 16.63 shall prevail.
- G. Landscape projects that are within the North County Land Use Plan (coastal) area and inland areas as shown in Chapter 18.50 of the Monterey County Code are subject to Chapter 18.50. Chapter 16.63 is intended to work in conjunction with other County regulations pertaining to water conservation; however, if any provision of Chapter 16.63 is inconsistent with Chapter 18.50, then the provisions of Chapter 16.63 shall prevail.

#### **16.63.040 Landscape Manual.**

The Board of Supervisors may by resolution adopt, and may from time to time amend, a Landscape Manual to establish guidelines to explain and implement this Chapter. The Landscape Manual shall explain the specific procedures and technical requirements of this Chapter. The Landscape Manual shall include the elements of the Landscape Package for Minor and Major Landscape projects, Water Efficient Landscape Worksheet, Soils Management Report, Planting Design Plan, Irrigation Design Plan, grading information, Minor Certificate of Completion, and Certificate of Completion. If any provisions of the Landscape Manual conflict with any provisions of this Chapter, the provisions of this Chapter shall prevail.

#### **16.63.050 Submittal Requirements of Landscape Package – Minor Landscapes.**

A. Prior to County issuance of a grading permit, building permit, or design approval associated with Minor Landscape projects subject to this Chapter, the applicant shall submit a Minor Landscape Package to the Chief of Planning for review and approval. The Minor Landscape Package shall contain all information and documentation, in sufficient detail, as specified in this section and the Landscape Manual. The Chief of Planning shall approve the

package once he or she has verified that the proposed Minor Landscape project complies with the provisions of this Chapter, the provisions of the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of any applicable land use permit or other entitlement. The approved Landscape Package application submittal form as provided in the Landscape Manual must be used.

1. If the Chief of Planning denies the Minor Landscape Package application, the County shall provide information to the project applicant regarding resubmittal with the appropriate information and information regarding right of appeal.

B. The Minor Landscape Package shall include general project information such as the date prepared, project applicant and contact information, name of and authorization by property owner if different than project applicant, project location, project type (i.e. residential, non-residential, rehabilitated landscape), total square footage of landscape area including a breakdown of turf and other plant material, and water supply or water purveyor.

C. Planting and irrigation plans submitted as part of the Minor Landscape Package are not required to be drawn by licensed architect or contractor. However, the plans shall include and demonstrate how the landscaping is consistent with the following information:

1. The landscape design shall include requirements for soil preparation, mulch, and amendments as follows:

a. Incorporate compost at a rate of at least four (4) cubic yards per one thousand (1,000) square feet to a depth of six (6) inches into the landscape area, unless contra-indicated by a Soils Management Report. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding compost and tilling.

b. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to five percent (5%) of the landscape area may be left without mulch. Designated habitat for beneficial insects or other wildlife must be included in the landscape design as such.

c. Require from suppliers and contractors that organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or when contra-indicated by a biological report or restoration plan.

2. Residential projects shall include installation of climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for seventy-five percent (75%) of the plant area, excluding "Special Landscape Areas."

3. Non-residential projects shall include installation of climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for one hundred percent (100%) of the plant area, excluding areas solely dedicated to edible plants and areas using recycled water.

4. Turf shall be limited to twenty percent (20%) of the landscape area or up to one thousand five hundred (1,500) square feet, whichever is less, for residential projects. Planting of turf shall be prohibited in the following conditions:

- a. Non-residential Minor Landscape projects;
- b. Slopes exceeding ten percent (10%);
- c. Planting areas eight (8) feet wide or less; and

d. Street medians, traffic islands, planter strips, or bulb-outs of any size.

5. Inefficient landscape irrigation resulting in water waste is prohibited. Therefore, irrigation systems shall comply with the following requirements:

a. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and a rain sensor.

b. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturer's recommended pressure range.

c. Manual shutoff valves shall be installed as close as possible to the point of connection of the water supply.

d. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produce no runoff or overspray.

e. Non-residential Minor Landscape projects served by a public water system with landscape areas of one thousand (1,000) square feet or greater shall require installation of a private submeter(s) to measure landscape water use.

D. The Minor Landscape Package shall contain the following statement: "I \_\_\_\_\_ agree to comply with the Monterey County landscaping requirements including, but not limited to, the use of native, drought tolerant, non-invasive species, limited turf, and incorporation of compost and organic mulch material." The verification shall be signed and dated by the project applicant and also signed and dated by the property owner if different than the project applicant.

E. Upon completion of installation of the Minor Landscape project, but prior to occupancy or final of associated grading or building permits, the permit applicant shall provide the property owner and the Chief of Planning with a Minor Landscape Certificate of Completion. The Minor Landscape Certificate of Completion shall comply with the requirements of this section and all applicable sections of the Landscape Manual.

1. The Minor Landscape Certificate of Completion shall include all of the following: project information, a certificate of installation, an irrigation schedule, and a landscape and irrigation maintenance schedule.

2. The approved form for the Minor Landscape Certificate of Completion as provided in the Landscape Manual must be used.

3. A Minor Landscape Certificate of Completion shall not be accepted by the Chief of Planning unless it is complete and meets all the requirements of this section.

4. The Chief of Planning shall approve or deny the Minor Landscape Certificate of Completion. If the Minor Landscape Certificate of Completion is denied, the County shall provide information to the project applicant regarding resubmittal with the appropriate information, amendment to the approved landscape package, or right of appeal.

F. Prior to County final of grading or building permits associated with a Minor Landscape project subject to this Chapter, the Minor Landscape project shall pass a final inspection by the Chief of Planning as set forth in Section 16.63.120 of this Chapter.

G. Obligations of Assignees and Successors.

1. The project applicant and the property owner, if different from the project applicant, and their successors and assignees shall comply with the approved Minor Landscape Package.

2. All required landscaping shall be reasonably maintained for the life of the project in healthy condition, free from disease, pests, weeds, and trash.

3. Replacement planting with different species is acceptable without amendment to the approved Minor Landscape Package provided that the water use is lower or remains the same as that which was previously approved. Modifications to landscaping that would result in higher water use than approved in the Minor Landscape Package shall require an amendment as required by Section 16.63.160.B of this Chapter.

**16.63.060 Submittal Requirements of Landscape Package – Major Landscapes.**

A. Prior to County issuance of a grading permit, building permit, or design approval associated with Major Landscape projects subject to this Chapter, the applicant shall submit a Major Landscape Package to the Chief of Planning for review and approval. The Major Landscape Package shall contain all information and documentation, in sufficient detail, as specified in this section and the Landscape Manual. The Chief of Planning shall approve the package once he or she has verified that the proposed landscape project complies with the provisions of this Chapter, the provisions of the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of any applicable land use permit or other entitlement. The approved Landscape Package application submittal form as provided in the Landscape Manual must be used.

1. If the Chief of Planning denies the Major Landscape Package application, the County shall provide information to the project applicant regarding resubmittal with the appropriate information and information regarding right of appeal.

B. The Major Landscape Package shall include general project information such as the date prepared, project applicant and contact information, name of and authorization by the property owner if different than project applicant, project location, project type (i.e. residential, non-residential, rehabilitated landscape), total square footage of landscape area including a breakdown of turf and other plant material, and water supply or water purveyor.

C. A Planting Plan shall be submitted by the applicant as part of the Major Landscape Package meeting the requirements set forth in Section 16.63.070 of this Chapter.

D. An Irrigation Design Plan shall be submitted by the applicant as part of the Major Landscape Package meeting the requirements set forth in Section 16.63.080 of this Chapter.

E. Major Landscape projects shall meet the Water Efficient Landscape Requirements set forth in Section 16.63.090 of this Chapter.

F. A Soils Management Report containing information set forth in Section 16.63.100 of this Chapter shall be submitted as part of the Major Landscape Package.

G. Upon completion of the Major Landscape project, a Certificate of Completion shall be submitted to the Chief of Planning consistent with Section 16.63.110 of this Chapter.

H. Prior to County final of grading permit or building permits for a Major Landscape project subject to this Chapter, the Major Landscape project shall pass a final inspection by the Chief of Planning as set forth in Section 16.63.120 of this Chapter.

I. The Major Landscape Package shall contain the following statement: “I \_\_\_\_\_ agree to comply with the Monterey County Major Landscape requirements including, but not limited to, the use of native, drought tolerant, non-invasive species, limited turf, and incorporation of compost and organic mulch material.” The verification shall be signed and dated by the project applicant and also signed and dated by the property owner if different than the project applicant.

J. Obligations of Assignees and Successors.



1. The project applicant and the property owner, if different from the project applicant, and their successors and assignees shall comply with the approved Major Landscape Package.
2. All required landscaping shall be reasonably maintained for the life of the project in healthy condition, free from disease, pests, weeds, and trash.
3. Replacement planting with different species is acceptable without amendment to the approved Major Landscape Package provided that the water use is lower or remains the same as that which was previously approved. Modifications to landscaping that would result in higher water use than approved in the Major Landscape Package shall require an amendment as required by Section 16.63.160.B of this Chapter.

**16.63.070 Planting Plans for Major Landscapes.**

- A. For the efficient use of water, Planting Plans for Major Landscape projects shall meet all the requirements, shown in sufficient detail, listed in this section, the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of approval for any applicable land use permit or other entitlement.
- B. The Planting Plan shall meet the following requirements:
  1. The Planting Plan shall be drawn by a licensed architect, a licensed contractor, or any other person authorized to design a landscape.
  2. The Planting Plan shall include grading design that minimizes soil erosion, runoff, and water waste.
  3. Turf shall be limited to twenty percent (20%) of the landscape area or up to one thousand five hundred (1,500) square feet, whichever is less, unless the turf area is designated as a Special Landscape Area and is dedicated as a recreational area. Planting of turf is prohibited in the following conditions:
    - a. Slopes exceeding ten percent (10%);
    - b. Planting areas eight (8) feet wide or less; and
    - c. Street medians, traffic islands, planter strips, or bulb-outs of any size.
  4. All non-turf plants shall be selected, spaced, and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site.
  5. Invasive plants are strictly prohibited and eradication of invasive plants in the landscape area is highly encouraged.
  6. Selected plants shall include the use of native and/or native compatible species.
  7. Landscape planting shall include the use of drought resistant species.
  8. Landscape planting shall include the use of fire resistant plant species and shall be consistent with fire safe landscaping required by the designated fire district and, as applicable, Chapter 18.56 (Wildfire Protection Standards in State Responsibility Areas) of the Monterey County Code.
  9. Plants with similar water use needs shall be grouped together in distinct hydrozones. Where irrigation is required, the distinct hydrozones shall be irrigated with separate valves.
  10. Plants with low and high water use shall not be included in the same hydrozone.
- C. Plants with high water use shall be prohibited in street medians.
- D. Planting Plans shall include soil preparation methods, mulch and amendments recommended in the Soils Management Report.

E. Planting Plans shall contain the following statement: “I \_\_\_\_\_ certify that this planting plan complies with all Monterey County landscaping requirements including, but not limited to, the use of native drought tolerant, non-invasive species, and limited turf, and incorporation of compost and organic mulch material.” The verification shall be signed by a licensed landscape architect, a licensed landscape contractor, or any other person authorized to design a landscape.

#### **16.63.080 Irrigation Design Plans for Major Landscapes.**

A. For the efficient use of water, an automated irrigation system for Major Landscape projects shall meet all the requirements, shown in sufficient detail, listed in this section, the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of approval of any applicable land use permit or other entitlement.

B. All irrigation design and specifications included in the Irrigation Design Plan shall meet the following requirements:

1. The Irrigation Design Plan shall be drawn by a licensed architect, a licensed contractor, a certified irrigation designer, or any other person authorized to design a landscape.

2. All irrigation systems shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas such as adjacent properties, hardscapes, roadways, or structures.

3. The irrigation system shall comply with the applicable manufacturer’s recommendations.

4. The irrigation system and its related components shall be planned and designed to allow for proper installation, management and maintenance.

5. The design of the irrigation system shall conform to the hydrozones delineated in the Planting Plans. Separate valves shall be used to irrigate hydrozones with high water use plants and moderate or low water use plants.

6. All irrigation systems shall be designed and installed to meet irrigation efficiency criteria as described in the Maximum Applied Water Allowance and subject to the requirements listed in 16.63.090 of this Chapter.

7. Irrigation system features and design shall be consistent with the Landscape Manual.

C. Inefficient landscape irrigation resulting in water waste is prohibited. Accordingly, runoff leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures is prohibited. Restrictions regarding overspray and runoff may be modified for individual projects only if the applicant demonstrates to the satisfaction of the Chief of Planning that:

1. The landscape area is adjacent to permeable surfacing and no runoff occurs; or

2. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

D. The following statement shall be included within the Irrigation Design Plans: “I \_\_\_\_\_ certify that this irrigation plan complies with all Monterey County landscaping requirements including, but not limited to, the use of low flow and water conserving irrigation fixtures.” The verification shall be signed by a licensed landscape architect, a licensed landscape contractor, or any other person authorized to design an irrigation plan.

**16.63.090 Water Efficient Landscape Requirements for Major Landscapes.**

A. To ensure Major Landscape projects conserve water to the maximum extent possible, information included within the Water Efficient Landscape Worksheet shall be consistent with the requirements listed in this section, the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of approval of any applicable land use permit or other entitlement. In the absence of a Landscape Manual adopted by the Board of Supervisors, the MWELo formulas and calculations apply to implement this section.

B. Water budget calculations shall meet the following requirements:

1. The surface area of all water features shall be calculated as high water use and incorporated within a high water use hydrozone.

2. Temporarily irrigated areas shall be calculated as low water use and incorporated within a low water use hydrozone.

3. Water budget calculations for the Maximum Applied Water Allowance shall be calculated using the formula found in the Landscape Manual.

4. The calculation of a project's Estimated Total Water Use shall be performed using the formula found in the Landscape Manual.

C. For calculation of the Maximum Applied Water Allowance and Estimated Total Water Use, the project applicant shall use the annual evapotranspiration values contained within the Landscape Manual.

D. Landscape projects subject to this section shall not apply water to the landscape in excess of the maximum amount of water allowed. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance.

E. Rain gardens, cisterns, and other landscapes features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended. Rainwater catchment systems shall meet the requirements of the California Plumbing Code, including any modifications adopted by the County, and are subject to approval by the County's Environmental Health Bureau.

F. To promote the efficient use of water, the use of graywater systems for irrigation is recommended. Graywater systems shall meet the requirements of the California Plumbing Code, including any modifications adopted by the County, and are subject to approval by the County's Environmental Health Bureau.

G. Landscape projects subject to this section shall incorporate the use of recycled water for irrigation and meet the three regulations set forth below when, in the determination of the County, recycled water is available and connection to recycled water is feasible.

1. All recycled water irrigation systems shall be designed and operated in accordance with all State and County laws and regulations related to recycled water use.

2. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water, unless a written exemption has been granted pursuant to this subdivision G.

3. Irrigation systems and decorative water features shall use recycled water unless a written exemption has been granted by the local water purveyor stating that recycled water meeting all public health codes and standards is not available and will not be available for the foreseeable future.

H. For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. The irrigation schedule shall be consistent with the requirements of this section, the applicable sections of the Landscape Manual, and include the following:

1. The irrigation schedule shall be developed by a landscape architect, landscape contractor, or any other person authorized to install irrigation equipment.

2. The irrigation schedule shall factor irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that the applied water meets the Estimated Total Water Use.

3. The irrigation schedule shall be submitted with the landscape Certificate of Completion pursuant to Section 16.63.110 of this Chapter.

I. In order to maintain plant health and functioning irrigation equipment, a landscape planting and irrigation maintenance schedule shall be developed incorporating the requirements of this section, the applicable sections of the Landscape Manual, and include the following:

1. A regular maintenance schedule shall be developed by a landscape architect, landscape contractor, or any other person authorized to design and maintain landscape planting and irrigation.

2. A regular maintenance schedule shall include, but is not limited to, routine inspection, adjustment, and repair of the irrigation system and its components.

3. A note shall be included stating that any replacement plants shall not exceed the water use for the hydrozone.

4. A regular maintenance schedule shall make provisions for irrigation inspections, systems tune-up, and system tests with distribution uniformity preventing overspray or run off that causes overland flow.

5. A regular maintenance schedule shall be submitted with the landscape Certificate of Completion in accordance with Section 16.63.110 of this Chapter.

#### **16.63.100 Soils Management Report Requirements for Major Landscapes.**

A. A Soils Management Report shall be completed by the applicant and submitted with the Major Landscape Package. In order to promote healthy plant growth and prevent excessive erosion and runoff, the Soils Management Report shall be consistent with the required information outlined in this section and the applicable sections of the Landscape Manual.

B. The Soils Management Report shall be prepared by a certified laboratory and evaluate soils relative to horticulture.

C. The soil analysis shall include: soil texture, infiltration rate, pH, total soluble salts, sodium, and percentage of organic matter.

D. Soil samples shall be from the site and analyzed to identify quality top soil, soil limitations, and soil composition information necessary for planting.

1. Projects with multiple landscape installations, (e.g., subdivisions) a soil sampling rate of one (1) in seven (7) lots or approximately fifteen percent (15%) will satisfy this requirement.

2. Projects with large landscape areas shall have a soil sample at a rate of at least fifteen percent (15%).

E. The Soils Management Report shall include recommendations for soil amendments based on the conditions of the site and the intended planting, and integrate no less than the following:

1. Incorporate compost at a rate of at least four (4) cubic yards per one thousand (1,000) square feet to a depth of six (6) inches into the landscape area, unless contra-indicated by a Soils Management Report. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding compost and tilling.

2. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to five percent (5%) of the landscape area may be left without mulch. Designated habitat for beneficial insects or other wildlife must be included in the landscape design as such.

3. Require from suppliers and contractors that organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or when contra-indicated by a Biological Report or Restoration Plan

F. The Soils Management Report shall be used in conjunction with the preparation of the planting and irrigation plans.

#### **16.63.110 Certificate of Completion Requirements for Major Landscapes.**

A. Upon completion of installation of a Major Landscape project, but prior to occupancy or final of the associated grading or building permits, the permit applicant shall provide the property owner and the Chief of Planning with a Certificate of Completion. The Certificate of Completion shall comply with the requirements of this section and all applicable sections of the Landscape Manual.

B. Certificate of Completion – Form and Content.

1. The Certificate of Completion shall include all of the following: project information; certification for installation of the landscape planting and irrigation; the proposed irrigation schedule; an irrigation audit; the proposed schedule for landscape planting and irrigation maintenance; and verification of implementing recommendations of the Soils Management Report.

a. Irrigation audits shall not be conducted by the person who designed and/or installed the landscape.

b. The Certificate of Completion shall be signed by either the person or entity who signed the Planting Plan, the person or entity who signed the Irrigation Design Plan, or the licensed landscape contractor who installed the landscape.

2. If minor changes were made during installation, as-built plans shall be included with the certification. As-built plans must be in conformance with Sections 16.63.070, 16.63.080, 16.63.090, and 16.63.130 of this Chapter.

3. If significant changes were made during installation, the project shall require an amendment to the approved Major Landscape Package as required by Section 16.63.160 of this Chapter.

4. A copy of the approved form for the Certificate of Completion can be found in the Landscape Manual, or in the absence of an adopted Landscape Manual, shall be in a form acceptable to the Chief of Planning.

C. A Certificate of Completion shall not be accepted by the Chief of Planning unless it is complete and meets all the requirements of this section.

D. The Chief of Planning shall approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the County shall provide information to the project applicant regarding resubmittal with the appropriate information, an amendment to the approved landscape package, or right of appeal.

#### **16.63.120 Inspection Requirements.**

A. Prior to the final of grading or building permits associated with Major and Minor Landscape projects subject to the provisions of this Chapter, inspection by the Chief of Planning to verify compliance with the approved Landscape Package shall be required.

B. No applicant shall be deemed to have complied with the provisions for Major or Minor Landscape projects pursuant to this Chapter until the Chief of Planning has completed a final inspection of the work and verified compliance with the approved Landscape Package.

C. Landscape inspections pursuant to this Chapter shall not be construed as approving a violation of the provisions of the Monterey County Code.

#### **16.63.130 Energy Efficiency.**

Energy use and conservation measures shall be incorporated within a landscape project. Landscape lighting shall be designed for energy efficiency and utilize one or both of the following:

A. ENERGY STAR qualified hard-wired fixtures. All hard-wired lighting shall employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.

B. Solar powered lighting systems.

#### **16.63.140 Application Fees.**

A. The Board of Supervisors may establish a schedule of fees for the processing of Landscape Package applications.

B. No Landscape Package application shall be deemed complete, and processing shall not commence on any Landscape Package application, until all required application fees and/or deposits have been paid.

#### **16.63.150 Public Education.**

A. The purpose of this section is to encourage reduction of excessive water use in landscapes through public education.

B. Existing landscapes installed prior to the enactment of Chapter 16.63 are strongly encouraged to reduce water consumption through participation in water conservation programs, including but not limited to those listed in this section. "Existing landscapes" means landscapes installed in any development in the unincorporated County prior to the effective date of the ordinance enacting this Chapter 16.63, if no changes that would trigger application of this Chapter are proposed.

1. Existing landscapes located within the Monterey Peninsula Water Management District are strongly encouraged to participate in applicable landscape rebate programs, landscape water audit/budget analysis, and/or any other available water conservation programs to the greatest extent feasible.

2. Existing landscapes located within the jurisdictional boundaries of the Pajaro Valley Water Management Agency are strongly encouraged to participate in the Local Residential Water Conservation rebate programs to the greatest extent feasible.

3. Existing landscapes served by a water system with fewer than 200 connections shall be consistent with the conservation measures identified in the system's Urban Water Conservation Plan if the water system has adopted such plan.

4. Existing landscapes served by private wells in the unincorporated areas of Monterey County shall employ the water conservation measures found within this Chapter and the Landscape Manual to the greatest extent feasible.

C. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this Chapter.

1. Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, use of native plants, graywater systems, and rainwater catchment systems to demonstrate low water use approaches and techniques in landscaping.

2. Information relative to designing, installing, managing and maintaining water efficient landscapes shall be provided to homebuyers.

D. The Landscape Manual shall contain information promoting the efficient use of water in landscapes, and the benefits of doing so. The Landscape Manual shall include information for owners of new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes. Information about available water conservation programs, such as the programs listed in Section 16.63.150.B above, shall also be included in the Landscape Manual to encourage participation.

#### **16.63.160 Amendments to Approved Landscape Packages.**

A. Proposed amendments to an approved Minor Landscape Package shall be submitted to the Chief of Planning for review and approval. The amendment shall be in writing, provide sufficient detail to adequately address the nature of the amendment and demonstrate consistency with the requirements of Sections 16.63.050.B, 16.63.050.C, and 16.63.050.E of this Chapter, and provide such other information as the Chief of Planning may require to evaluate the amendment. Amendments shall be processed in the same manner as the landscape package application.

B. Proposed amendments to an approved Major Landscape Package shall be submitted to the Chief of Planning for review and approval. The amendment shall be in writing, provide sufficient detail to adequately address the nature of the amendment and demonstrate consistency with the requirements of Sections 16.63.070, 16.63.080, 16.63.090, and 16.63.130 of this Chapter, and provide such other information as the Chief of Planning may require to evaluate the amendment. Amendments shall be processed in the same manner as the landscape package application.

#### **16.63.170 Appeals.**

Any denial by the Chief of Planning of a Minor or Major Landscape Package, Minor Landscape Certificate of Completion, or Certificate of Completion pursuant to this Chapter may be appealed by the applicant to the Monterey County Board of Supervisors. Said appeal shall be filed with the Clerk of the Board of Supervisors within ten (10) days of mailing by the County of the notice of the denial. The appeal shall be filed on such form as shall be prescribed by the County and accompanied by such appeal fees as the Board of Supervisors may adopt. The appeal shall be brought to hearing within sixty (60) days of the Clerk's acceptance of the appeal. The Board of Supervisors may grant or deny the appeal in whole or in part. The decision of the Board of Supervisors shall be final.

#### **16.63.180 Enforcement and Penalties.**

A. The Chief of Planning may enforce the provisions of this Chapter. All departments, officials, and public employees vested with the duty or authority to issue permits or licenses shall not issue a permit or license for uses, buildings or purposes in conflict with the provisions of this Chapter, and any such permit or license issued in conflict with the provisions of this Chapter shall be null and void. The Chief of Planning may delegate enforcement responsibilities to other County employees.

B. Any landscaping that is installed, constructed, altered, enlarged, converted, moved, or maintained contrary to the provisions of this Chapter, or failure to comply with any of the conditions of a permit or variance granted to implement this Chapter, is declared to be unlawful and shall be subject to enforcement under the Monterey County Code, including but not limited to Chapters 1.20 (Enforcement of Code) and 1.22 (Administrative Remedies for Code Enforcement) of the Monterey County Code. The County may, in its discretion, in addition to all other remedies, take such enforcement action as is authorized under the Monterey County Code and/or any other action authorized by law to enforce 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 on this \_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Wendy Root Askew, Chair  
Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

*/s/ Wendy S. Strimling*

WENDY S. STRIMLING  
Assistant County Counsel

# Attachment B

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

**COUNTY OF MONTEREY (REF110056)**

**RESOLUTION NO. 15-027**

Resolution by the Monterey County Planning Commission to recommend the Board of Supervisors:

- 1) Find the project exempt from CEQA pursuant to Sections 15307 and 15308 of the CEQA Guidelines;
- 2) Amend the Monterey County Code to:
  - a. Add Chapter 16.64 – The Inland Water and Energy Efficient Landscape;
  - b. Add Chapter 16.63 – The Coastal Water and Energy Efficient Landscape; and
- 3) Adopt a resolution approving the Monterey County Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation.

[REF150056, Water and Energy Efficient Landscape Ordinance, County-wide]

**The Water and Energy Efficient Landscape Ordinance (REF110056) came on for public hearing before the Monterey County Planning Commission on March 25, 2015. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:**

WHEREAS, water conservation is a primary concern locally and state-wide as it remains to be in limited supply while the demand for it continues to increase.

WHEREAS, Assembly Bill 1881 – Water Conservation in Landscaping Act (AB 1881) required the Department of Water Resources to develop and adopt an updated State Model Water Efficient Landscape Ordinance (State Model Ordinance). AB 1881 mandates local governments to either adopt the State Model Ordinance or an ordinance that is at least as effective in water conservation water by January 1, 2010. If neither has occurred by that date, the local agency is required to enforce the State Model Ordinance.

WHEREAS, consistent with the requirements of AB 1881, RMA-Planning staff initiated drafting the Water and Energy Efficient Landscape Ordinance and the Monterey County Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation.

WHEREAS, on November 8, 2012 and March 27, 2014, the concept of the Water and Energy Efficient Landscape Ordinance was brought before the Alternative Energy & Environment committee. No substantive comments were received and staff was directed to proceed as intended.

WHEREAS, on December 12, 2012 and April 9, 2014 the Planning Commission conducted public workshops to discuss AB 1881, compliance options for the County and provide comment on the proposed landscape regulations. Comments relative to the separation of inland and coastal regulations, existing landscapes, replanting, applicability differences, clarification of the definition for “developer installed” and “homeowner installed,” and the requirement of using a certified professional were received. Following Planning Commission direction, regulations for inland and coastal areas have been separated and the remaining concerns are addressed in the proposed ordinances and landscape manual.

WHEREAS, on February 11, 2015, the Planning Commission held a public hearing to review the proposed landscape regulations and manual and make recommendation to the Board of Supervisors. Considering the drought conditions of Monterey County, the commission stressed the importance of water conservation and directed staff to re-analyze the proposed documents to ensure that the County strives to implement conservation measures beyond what is required by state law.

WHEREAS, the proposed landscape regulations meet the minimum requirement of state law. Pursuant to Section 65596 of the Government Code, specific elements within the State Model Ordinance have been incorporated in the inland and coastal regulations.

WHEREAS, the proposed Inland Water and Energy Efficient Landscape Ordinance is consistent with the existing regulations applicable to the inland areas of the County. Specifically, the proposed ordinance is consistent with Chapters 10.46 – Weed Control, 15.12 – Water Conservation, 15.16 – Waste Water Use, 16.12 – Erosion Control, 16.14 – Urban Stormwater Quality Management and Discharge Control, 18.44 – Residential and Commercial Water Conservation Measures, and 18.50 – Residential, Commercial and Industrial Water Conservation Measures of the Monterey County Code. The proposed ordinance is consistent with the 2010 General Plan, area plans, and the Monterey County Zoning Ordinance Title 21.

WHEREAS, On July 22, 1997, the Monterey County Water Resources Agency (WRA) adopted Ordinance No. 3932, addressing water efficiency in landscaping through the use of drought tolerant planting, encouraging the use of non-potable water for landscape irrigation, and limiting the use of turf grass. The proposed Inland Water and Energy Efficient Landscape Ordinance is consistent with WRA Ordinance No. 3932 as it requires drought tolerant planting, encourages the use of recycled water and stormwater for irrigation and limits turf area.

WHEREAS, the proposed Inland Water and Energy Efficient Landscape Ordinance is consistent with the water conservation measures required by the Monterey Peninsula Water Management District (MPWMD) and the Marina Coast Water District (MCWD). Certain inland areas of unincorporated Monterey County lie within the jurisdictional boundaries of the MPWMD and MCWD, and therefore are subject to their regulations. MPWMD Rule 142, Water Efficiency Standards, requires landscaping to be consistent with the State Model Ordinance. MCWD Ordinance No. 40 and Section 3.36.030S.2, Water Conservation, of the District Code requires new construction to conform to the requirements of the State Model Ordinance. The proposed inland ordinance is consistent with the State Model Ordinance and therefore is consistent with these regulations.

WHEREAS, adoption of the Inland Water and Energy Efficient Landscape ordinance implements the 2010 Monterey County General Plan. The conservation of potable water and maximizing ground water recharge are main principles of General Plan Policy Nos.

PS-2.8; PS-3.11; PS-3.12; and OD-5.6. The inland ordinance implements these policies as it requires low water use, drought tolerant, and native or native compatible landscape planting; water efficient irrigation systems; and incorporating landscape techniques to capture and maintain stormwater onsite. The inland ordinance and landscape manual implements General Plan Policy Nos. OS-5.14 and S-4.28 as they prohibit the use and encourages eradication of invasive plants, requires incorporation of fire-resistant planting, and a suggested plant list containing drought tolerant fire-resistant plants is provided.

WHEREAS, the proposed Coastal Water and Energy Efficient Landscape Ordinance is consistent with the 1982 Monterey County General Plan. The ordinance incorporates water conservation measures, drought resistant native and native compatible species and the encouragement of energy savings, consistent with 1982 General Plan Policy Nos. 6.1.2; 7.2; 13.1; 16.2.9; 26.1.7; 40.2.1; and 53.1.3.

WHEREAS, the proposed Coastal Water and Energy Efficient Landscape ordinance is consistent with the existing regulations applicable to the coastal areas of the County. Specifically, the proposed ordinance is consistent with Chapters 10.46 – Weed Control, 15.12 – Water Conservation, 15.16 – Waste Water Use, 16.12 – Erosion Control, 16.14 – Urban Stormwater Quality Management and Discharge Control, 18.44 – Residential and Commercial Water Conservation Measures, and 18.50 – Residential, Commercial and Industrial Water Conservation Measures of the Monterey County Code. In addition, the proposed ordinance is consistent with the coastal implementation plans and the Monterey County Zoning Ordinance (Title 20)..

WHEREAS, On July 22, 1997, the Monterey County Water Resources Agency (WRA) adopted Ordinance No. 3932, addressing water efficiency in landscaping through the use of drought tolerant planting, encouraging the use of non-potable water for landscape irrigation, and limiting the use of turf grass. The proposed Coastal Water and Energy Efficient Landscape Ordinance is consistent with WRA Ordinance No. 3932 as it requires drought tolerant planting, encourages the use of recycled water and stormwater for irrigation and limits turf area.

WHEREAS, the proposed Coastal Water and Energy Efficient Landscape Ordinance is consistent with the water conservation measures required by the Monterey Peninsula Water Management District (MPWMD) and the Marina Coast Water District (MCWD). Certain coastal areas of unincorporated Monterey County lie within the jurisdictional boundaries of the MPWMD and MCWD, and therefore are subject to their regulations. MPWMD Rule 142, Water Efficiency Standards, requires landscaping to be consistent with the State Model Ordinance. MCWD Ordinance No. 40 and Section 3.36.030S.2, Water Conservation, of the District Code requires new construction to conform to the requirements of the State Model Ordinance. The proposed coastal ordinance is consistent with the State Model Ordinance and therefore is consistent with these regulations.

WHEREAS, adoption of the Coastal Water and Energy Efficient Landscape Ordinance does not require an amendment to the Local Coastal Program and certification by the California Coastal Commission. Correspondence from the California Coastal Commission dated August 7, 2014 states that the “existing regulations of the LCP appear to adequately cover the issue of water conservation/water efficiency in landscaping without the need to add any references to this new ordinance” Therefore, the Planning Commission may recommend the Board of Supervisors approve the coastal ordinance without certification by the California Coastal Commission.



WHEREAS, on November 8, 2012 and March 27, 2014, the concept and approach for developing the landscape regulations was presented to the Alternative Energy & Environment committee (AEE) for input. No substantial comments were received and staff was directed to proceed as intended.

WHEREAS, on December 11, 2013, the landscape manual was submitted to local landscape architects, landscape contractors, and nurseries for review and comment. Comments were received and incorporated when and where appropriate.

WHEREAS, on August 7, 2014, the landscape manual was presented to the Monterey County Inter-Agency Review Committee for review and comment. Comments were received by the Office of the Agricultural Commissioner, the Environmental Health Bureau, the Monterey County Regional Fire District, and Cal Fire San Benito-Monterey. Comments relative to graywater, wastewater treatment, septic areas, grading, suggested plant lists, and fuel management were received. The manual was subsequently modified to incorporate these comments and clarified to address these issues.

WHEREAS, the Monterey County Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation is intended to assist applicants in understanding the technical requirements contained in the proposed ordinances as it contains detailed descriptions and examples to assist applicants and landscape designers in preparing landscape submittal packages, including recommended plant lists. The landscape manual is applicable county-wide and is intended to serve as a tool to provide property owners with a greater understanding of the benefits of efficient water and energy use in landscaping, whether their landscape project is applicable to the ordinance requirements or not.

WHEREAS, adoption of the Inland Water and Energy Efficient Landscape Ordinance, the Coastal Water and Energy Efficient Landscape Ordinance, and the Monterey County Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation is exempt from environmental review pursuant to Sections 15307 and 15308 of the CEQA Guidelines. Applying landscape requirements to projects will result in improving water and energy efficiency, thereby reducing water and energy consumption through landscape design. Consistent with Sections 15307 and 15308 of the CEQA Guidelines, adoption and implementation of the ordinances and manual is an action taken by the County, as authorized by state law (AB 1881), to assure the maintenance, restoration, or enhancement of a natural resource and the environment (water and energy) through a regulatory process involving procedures (landscape and irrigation design requirements and the submittal and required approval of a landscape package) for the protection of the environment.

WHEREAS, the provisions in Section 16.64.030.A of the Inland Water and Energy Efficient Landscape Ordinance and 16.63.030.A of the Coastal Water and Energy Efficient Landscape Ordinance do not apply to landscapes associated with grading or building permits issued prior to enactment of the ordinances but have not received final inspection.

### **DECISION**

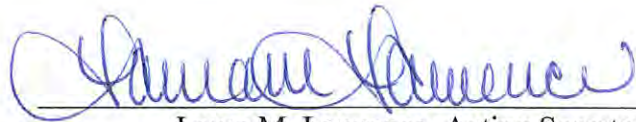
**NOW, THEREFORE**, based on the above findings and evidence, the Planning Commission does hereby recommend the Board of Supervisors:

1. Find the project categorically exempt from the provisions of CEQA pursuant to Sections 15307 and 15308 of the CEQA Guidelines;
2. Amend the Monterey County Code to:

- a. Add Chapter 16.64 – The Inland Water and Energy Efficient Landscape ordinance, as shown in **Attachment 1**;
- b. Add Chapter 16.63 – The Coastal Water and Energy Efficient Landscape ordinance, as shown in **Attachment 2**; and
3. Adopt a resolution approving the Monterey County Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation, as shown in **Attachment 3**.

**PASSED AND ADOPTED** this 25th day of March, 2015 upon motion of Commission Brown, seconded by Commission Rochester, by the following vote:

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



Laura M. Lawrence, Acting Secretary



# **ATTACHMENT 1**

## **PROPOSED INLAND WATER AND ENERGY EFFICIENT LANDSCAPE ORDINANCE (16.64)**

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,  
ADDING CHAPTER 16.64 TO THE MONTEREY COUNTY CODE RELATING TO  
LANDSCAPE DESIGN, WATER CONSERVATION AND ENERGY EFFICIENCY  
PRACTICES FOR LANDSCAPING IN INLAND AREAS**

**County Counsel Summary**

*This ordinance adds Chapter 16.64 to Chapter 16 of the Monterey County Code to address Water and Energy Efficient Landscaping in the inland areas. This ordinance authorizes the promulgation of regulations for certain landscape projects within the inland areas of the County of Monterey. The regulations will require projects to install water efficient planting and irrigation, as well as energy efficient landscape components and design. This ordinance authorizes application fees for the processing of landscape projects, and provides for enforcement and penalties for violations of this ordinance.*

The Board of Supervisors of the County of Monterey ordains as follows:

**SECTION 1. FINDINGS AND DECLARATIONS.**

A. Water supply in Monterey County continues to be the region's primary resource constraint. The potential exists that Monterey County may experience a threat to public health, safety, and welfare due to a dwindling available water supply to meet expanding development demands.

B. Water use and energy consumption are inherently linked. Implementation of water conservation measures in new and rehabilitated landscapes will result in secondary energy savings associated with the corresponding reduction in demand, production and transport of water resources.

C. Assembly Bill 325 – The Water Conservation in Landscape Act of 1990 (AB 325), was signed into law on September 29, 1990, requiring the California Department of Water Resources (DWR) to develop and adopt a State Model Water Efficient Landscape Ordinance with provisions for water efficient landscape design, installation, and maintenance by January 1, 1992.

D. Assembly Bill 1881 – The Water Conservation in Landscaping Act of 2006 (AB 1881), required DWR to develop and adopt an updated State Model Water Efficient Landscape Ordinance (State Model Ordinance). AB 1881 mandates that local governments either adopt the State Model Ordinance or a local ordinance that is at least as effective in water conservation by January 1, 2010. If neither has occurred by that date, the local agency is required to enforce the State Model Ordinance.

E. On February 5, 2010, the County of Monterey notified the DWR that the County “intends to follow the Department of Water Resources’ updated Model Efficient Landscape Ordinance.”

F. In accordance with section 65595(c)(1) of the Government Code, Monterey County intends to adopt a local ordinance that meets the unique needs of the County and is at least as effective in conserving water as the State Model Ordinance. Pursuant to Section 65596 of the Government Code, specific elements were identified to be included within the State Model Ordinance and these elements have been incorporated in the proposed Inland Water and Energy Efficient Landscape ordinance (inland ordinance) as well as explained in the landscape manual; meeting the minimum requirement of state law.

G. The Monterey County Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation (landscape manual) has been developed to work in conjunction with and is referenced in the inland ordinance; providing a document explaining regulations and technical information. The landscape manual shall be approved separately by resolution of the Board of Supervisors, allowing modification without requiring amendment to the inland ordinance as new technology for water and energy efficiency becomes available, or if new plants were identified as invasive or fire resistant.

H. The inland ordinance shall apply to non-coastal areas of unincorporated Monterey County.

I. The inland ordinance is consistent with and supportive of water conservation measures codified in the 2010 General Plan, area plans, and the Monterey County Code.

1. Regulations contained within the Inland Landscape Ordinance are consistent with the 2010 General Plan. In addition, adoption of the Inland Landscape Ordinance implements specific policies of the general plan (see subsection J).

2. Regulations contained within the inland ordinance address water conservation, groundwater recharge, eradication of invasive plants and the retention and use of native and native compatible plants. This is consistent with supplemental policies of the seven (7) area plans and two (2) master plans adopted as part of the 2010 General Plan including: CACH-5.1; CV-3.10; CV-53; CSV-3.2; CSV-5.1; GMP-3.14; GS-3.2; NC-3.3; SC-5.1; Fort Ord Master Plan Hydrology and Water Quality Policy A-1; and Fort Ord Master Plan Biological Resource Policies B-1 and B-2.

3. Chapter 18.44 of the Monterey County Code (MCC) requires low water use landscape material (drought tolerant or native plant material and low precipitation sprinkler heads such as bubblers, drip irrigation systems and timing devices) as part of new construction in areas of the County served by California American Water Service Company. Regulations contained in the inland ordinance are consistent with this chapter. Furthermore, projects exempt from the inland ordinance, but subject to MCC Chapter 18.44, are not affected by the adoption of the ordinance or approval of the landscape manual.

4. Chapter 18.50 of the Monterey County Code is applicable to the Greater Salinas Planning Areas, Toro Planning Area, Greater Monterey Peninsula Planning Area, and a portion of the North County Planning Area. This chapter requires that landscape development for new construction include low water use or native plant material, low precipitation sprinkler heads, bubblers, drip irrigation systems and timing devices. Regulations contained in the Inland Landscape Ordinance are consistent with Monterey Code Chapter 18.50. Furthermore, projects exempt from the Inland Landscape Ordinance, but subject to Chapter 18.44, are not affected by adoption of the ordinance or approval of the Landscape Manual.

5. The Inland Landscape Ordinance is consistent with the existing regulations applicable to the inland areas of the County contained within Chapters: 10.46 – Weed Control; 15.12 – Water Conservation; 15.16 – Waste Water Use; 16.12 – Erosion Control; and 16.14 – Urban Stormwater Quality Management and Discharge Control of the Monterey County Code.

J. Adoption of the inland ordinance will result in implementation of the following 2010 Monterey County General Plan policies:

1. Policy No. OS-5.6 requires utilization of native, native compatible and drought resistant species in fulfilling landscaping requirements. The inland ordinance implements this policy as it requires incorporation of native and/or native compatible drought tolerant planting. As supplemental information, the landscape manual includes a recommended list of native and/or native compatible drought tolerant plants.

2. Policy Nos. OS-5.14 and S-4.28 encourages the exclusion of invasive plants and requires the County to provide a list of fire-resistant plants. The inland ordinance implements this policy as it prohibits the use and encourages the eradication of invasive plants. As supplemental information, the landscape manual includes a recommended list fire resistant plants as well as a list of prohibited known invasive plants.

3. Policy No. PS-2.8 requires all projects to be designed to increase runoff retention, protect water quality, and enhance groundwater recharge through water impoundments, protection and planting of vegetation, use of permeable paving materials, bioswales, water gardens, and cisterns. Techniques such as these and other Low Impact Development (LID) techniques are recommended in the inland ordinance and supplemental information is contained in the landscape manual.

4. Policy No. PS-3.11 requires the County to establish an ordinance identifying conservation measures that reduce potable water demand. The primary function of the inland ordinance is to increase water efficiency resulting in reducing the use of potable water.

5. Policy No. PS-3.12 requires the County to maximize the use of recycled water. The inland ordinance implements this policy as it requires landscape projects to incorporate recycled water for irrigation wherever recycle water is available. Furthermore, applicants are incentivized to irrigate with recycled water as it results in obtaining additional credit in the water budget calculation.

K. The County of Monterey has adopted the 2010 California Green Building Standards Code, California Code of Regulations, Title 24, Part 11, also known as CALGreen. The water and energy conservation measures contained in the inland ordinance and landscape manual are consistent with support implementation of the County's green building requirements.

SECTION 2. SECTION 16.64 OF THE MONTEREY COUNTY CODE IS ADDED AS FOLLOWS:

## **CHAPTER 16.64 STANDARDS FOR LANDSCAPING (INLAND)**

### **Sections:**

- 16.64.010 – Purpose.**
- 16.64.020 – Definitions.**
- 16.64.030 – Applicability.**
- 16.64.040 – Landscape Manual.**
- 16.64.050 – Submittal Requirements of Landscape Package.**
- 16.64.060 – Planting Plans.**
- 16.64.070 – Irrigation Design Plans.**
- 16.64.080 – Water Efficient Landscape Requirements.**
- 16.64.090 – Energy Efficiency.**
- 16.64.100 – Soils Management Report.**
- 16.64.110 – Application Fee.**
- 16.64.120 – Inspections, Scheduling, and Maintenance.**
- 16.64.130 – Certificate of Completion.**
- 16.64.140 – Public Education.**
- 16.64.150 – Enforcement and Penalties.**

### **16.64.010 Purpose.**

The purpose of this Chapter is to provide landscape standards that minimize water use, eliminate water waste, and maximize energy efficiency by requiring low water landscape plantings, irrigation methods, and low energy lighting and ornamental landscape features in the inland areas of the unincorporated Monterey County.

### **16.64.020 Definitions.**

The following definitions apply to this Chapter:

- A. “Applied water” means the portion of water supplied by the irrigation system to the landscape.
- B. “Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- C. “California Invasive Plant Inventory” means the California Invasive Plant Inventory maintained by the California Invasive Plant Council.
- D. “Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.
- E. “Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.
- F. “Check valve” or “anti-drain valve” means a valve located under a sprinkler head or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.
- G. “Controller” means an automatic timing device used to remotely control valves or heads to operate an irrigation system. A weather-based controller is a controller that utilizes



evapotranspiration or weather data to make adjustments to irrigation schedules. A self-adjusting irrigation controller is a controller that uses on-site sensor data (e.g., soil moisture) to adjust irrigation schedules.

H. “Developer installed” means a private development project where the developer has installed landscaping in conjunction with property improvements such as, but not limited to, construction of single family and multi-family dwellings and land divisions. For the purposes of this Chapter, a developer is a private entity undertaking speculative real estate such as tract subdivisions, master planned communities and condominium complexes resulting in the sale or lease of a residential product.

I. “Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

J. “Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

K. “Energy efficient landscape” means any new or rehabilitated landscape, public or private, that helps a project achieve a minimum 15% reduction in energy use when compared to the State’s mandatory energy efficiency standards.

L. “Energy efficient lighting system” means any outdoor landscape lighting system consisting of at least 90 percent ENERGY STAR qualified hard-wired fixtures, solar powered lighting, and/or systems that employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.

M. “Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

N. “Estimated Total Water Use” (ETWU) means the total water used for the landscape.

O. “ET adjustment factor” means, except for Special Landscape Areas, a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency. A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For the purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET Adjustment Factor is  $(0.7) = (0.5/0.71)$ .

P. “Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

Q. “Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

R. “Hardscapes” means any durable surface material (pervious or impervious).

S. “High water use plant” means any plant categorized as high water need by the water use classification of landscape species guide.

T. “Homeowner installed” means any landscaping installed by a private individual hired by a homeowner for a single family residence, accessory dwelling units and/or accessory structures. A homeowner, for purposes of this Chapter, is a person who occupies the dwelling he or she owns or leases the property to another individual or family. This excludes speculative homes, which are not owner-occupied dwellings.

U. “Hydrozone” means a portion of the landscaped area having plants with similar water needs and served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated.

V. “Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

W. “Invasive plant” means a species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. “Noxious weeds” means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are maintained at the California Invasive Plant Inventory, USDA invasive, noxious weeds database, and the Landscape Manual.

X. “Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit shall include, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

Y. “Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well-designed and maintained systems.

Z. “Irrigation meter” means a separate meter that measures the amount of water used for items such as lawns, washing exterior surfaces, washing vehicles, or filling pools.

AA. “Landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

BB. “Landscape area” or “landscape project” means all the planting areas, turf areas, and water features in subject to the Maximum Applied Water Allowance calculation. Planted areas dedicated to agricultural cultivation and private vegetable gardens and orchards are not included. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

CC. “Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

DD. “Landscape Manual” means the County of Monterey Landscape Manual – Standards and Specified Performance Requirements for the Landscape Water Use and Irrigation prepared pursuant to Section 16.64.040 of this Chapter.

EE. “Landscape Package (application)” means the landscape materials required to be submitted for review and approval by the Director of the RMA-Planning pursuant to Section 16.64.050 of this Chapter.

FF. “Lateral Line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

GG. “Local Water Purveyor” means any entity, including a public agency, city, county or private water company that provides retail water service.

HH. “Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

II. “Low water use plant” means any plant categorized as low water need by the water use classification of landscape species (WUCOLS) guide.

JJ. “Main line” means the pressurized pipeline that delivers water for the water sources to the valve or outlet.

KK. “Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area.

LL. “Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

MM. “Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

NN. “Moderate water use plant” means any plant categorized as moderate water need by the water use classification of landscape species (WUCOLS) guide.

OO. “Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

PP. “New construction” means, for the purposes of this ordinance, a new public or private building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

QQ. “Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

RR. “Overhead irrigation systems” means systems that deliver water through the air (e.g., pop-ups, impulse sprinklers, spray heads, rotors, micro-sprays, etc).

SS. “Overspray” means the irrigation water that is delivered beyond the landscape area, wetting pavements, walks, structures, or other non-landscaped areas.

TT. “Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

UU. “Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

VV. “Plant factor” or “plant water use factor” is a value, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is less than 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species.”

WW. “Planting Plan” is a plan that is consistent with the requirements outlined in Section 16.64.060 of this Chapter.

XX. “Precipitation rate” means the rate of application of water measured in inches per hour.

YY. “Rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

ZZ. “Recycled water”, “reclaimed water”, or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

AAA. “Recreational Area” means public areas within residential development projects or recreational facilities dedicated to active play such as parks, sports fields and golf courses where natural turf provides a playing surface.

BBB. “Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.



CCC. “Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, and the modified landscape area is at least 50% of the total landscape area.

DDD. “Run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

EEE. “Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

FFF. “Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

GGG. “Special Landscape Area” (SLA) means an area of the landscape irrigated with recycled water, water features using recycled water, and areas dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface.

HHH. “Stormwater Control Facility” means a stormwater management feature intended to improve the quality of runoff leaving the site. For the purposes of this ordinance, stormwater control facilities

III. “Sprinkler head” means a device which delivers water through a nozzle.

JJJ. “Station” means an area served by one valve or by a set of valves that operate simultaneously.

KKK. “Turf” means a ground cover surface of mowed grass and does not include artificial turf surfaces. For example, Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses and Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.

LLL. “Valve” means a device used to control the flow of water in the irrigation system.

MMM. “Water conserving plant species” means a plant species identified as having a low plant factor.

NNN. “Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools where water is artificially supplied. Constructed facilities used for on-site wastewater treatment or stormwater control measures that are not irrigated and used solely for water treatment or stormwater retention are not considered water features.

OOO. “Water use classification of landscape species guide” (WUCOLS) means the water use classification of landscape species guide published by the University of California Cooperative Extension, the California Department of Water Resources, and the United States Bureau of Reclamation, as it currently exists or may be amended in the future.

PPP. “Watering window” means the time of day irrigation is allowed.

QQQ. “Weather-based self-adjusting irrigation controller” means a system component that uses local weather and landscape conditions to automatically adjust irrigation schedules to actual conditions on the site or historical weather data.

RRR. “Xeriscape” means a landscaping method developed especially for arid and semiarid climates that utilizes water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation) to balance hydrology at the parcel level.

#### **16.64.030 Applicability.**

A. The provisions of this Chapter shall apply to the following landscape projects:

1. New construction and rehabilitated landscape projects with landscape areas equal to or greater than 2,500 square feet for Public Agency developments in all zoning districts, requiring a grading permit, building permit, or design review.

2. New construction and rehabilitated landscape projects with landscape areas equal to or greater than 2,500 square feet for non-residential private developments in non-residential zoning districts, requiring a grading permit, building permit, or design review.

3. New construction and rehabilitated landscapes with landscape areas greater than 2,500 square feet for all residential projects in all zoning districts which allow residential uses that is developer installed, requiring a grading permit, building permit, or design review.

4. New construction and rehabilitated landscapes with landscape areas greater than 5,000 square feet for all residential projects in all zoning districts which allow residential uses that is homeowner installed, requiring a grading permit, building permit, or design review.

B. Landscaping for parking areas shall be consistent with the requirements of the designated zoning district and Sections 16.64.060; 16.64.070; 16.64.080; and 16.64.090 of this Chapter.

C. Exceptions. This Chapter does not apply to:

1. Registered local, state or federal historical sites;
2. Ecological restoration projects that do not require a permanent irrigation system;
3. Mined-land reclamation projects that do not require a permanent irrigation system;
4. Plant collections, as part of botanical gardens and arboreturns open to the public;
5. Agricultural cultivation activities;
6. Construction of structures that do not include changes in existing landscape;
7. Changes in use of an existing structure that does not include changes to existing

landscape;

8. Private edible plant gardens and/or orchards for personal and individual consumption;

9. Constructed wetlands or other landscaped areas that are not irrigated and used solely for on-site wastewater treatment;

10. New, existing or rehabilitated stormwater quality projects that are not irrigated and used solely for the purpose of improving runoff quality and/or retaining runoff for onsite infiltration;

11. Natural areas including, but not limited to: open space, native vegetative areas, and pervious or non-pervious hardscapes that do not require a permanent irrigation system;

12. Erosion control activities that do not require permanent irrigation systems such as hydroseeding; and

13. Existing cemeteries.

D. Landscape projects exempt from this Chapter may be subject to existing regulations that address water conservation and landscaping for the inland areas of Monterey County. This ordinance does not supersede other ordinances pertaining to water conservation previously adopted by the Board of Supervisors.

#### **16.64.040 Landscape Manual.**

The Board of Supervisors shall adopt, and may from time to time amend, the County of Monterey Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation (Landscape Manual) establishing guidelines to explain and implement this Chapter. The Landscape Manual shall clearly explain the specific procedures and technical requirements of this Chapter. The Landscape Manual shall contain the elements of the Landscape Documentation Package, Water Efficient Landscape Worksheet, Soil Management Report, Landscape Design Plan, Irrigation Design Plan, Grading Design Plan, and Proposed Inland Water and Energy Efficient Landscape Ordinance – March 25, 2015

Certificate of Completion. Should any provisions of the Landscape Manual conflict with any provisions of this Chapter, the provisions of this Chapter shall prevail.

#### **16.64.050 Submittal Requirements of Landscape Package.**

Prior to the issuance of grading permit or building permits, and prior to construction, a Landscape Package shall be submitted for review to RMA-Planning. The Landscape Package shall contain all information and documentation, in sufficient detail, as specified in this Chapter and the Landscape Manual. The Director of RMA-Planning shall approve the package once it has been verified that the proposed landscape project complies with the provisions of this Chapter, the provisions of the Landscape Manual, other applicable requirements of the Monterey County Code, and the conditions of any applicable land use permit or other entitlement.

#### **16.64.060 Planting Plans.**

The Planting Plan shall be submitted by the applicant as part of the Landscape Package. For the efficient use of water, the plan shall meet all the requirements, shown in sufficient detail, listed in this Chapter, the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of approval for related land use permits or other entitlements.

- A. The planting plan shall meet the following requirements:
  1. Planting plans shall be drawn by a licensed architect, a licensed contractor, or any other person authorized to design a landscape.
  2. Include grading design that minimizes soil erosion, runoff, and water waste.
  3. Turf shall be limited to 20% of the landscape area or up to 1,500 square feet (whichever is lower), unless the turf area is designated as a Special Landscape Area and is dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface. Planting of turf is prohibited in the following conditions:
    - a. Slopes exceeding ten (10) percent;
    - b. Planting areas eight (8) feet wide or less; and
    - c. Street medians, traffic islands, planter strips, or bulb-outs of any size.
  4. All non-turf plants shall be selected, spaced, and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site.
  5. Invasive plants are strictly prohibited and eradication of invasive plants is highly encouraged.
  6. Selected plants shall include the use of native and/or native compatible species.
  7. Landscape planting shall include the use of drought resistant species.
  8. Landscape planting shall include the use of fire resistant plant species and shall be consistent with fire safe landscaping required by the designated Fire District and/or Chapter 18.56 – Wildfire Protection Standards in State Responsibility Areas of the Monterey County Code.
  9. Plants with similar water use needs shall be grouped together in distinct hydrozones. Where irrigation is required, the distinct hydrozones shall be irrigated with separate valves.
  10. Plants with low and high water use shall not be included in the same hydrozone.
- B. Verification. Planting plans shall contain the following statement: “I \_\_\_\_\_ certify that this planting plan complies with all Monterey County landscaping requirements including, but not limited to, the use of native drought tolerant, non-invasive species, and limited turf.” The verification shall be signed by a licensed landscape architect, a licensed landscape contractor, or any other person authorized to design a landscape.



#### **16.64.070 Irrigation Design Plans.**

The Irrigation Design Plan shall be submitted by the applicant as part of the Landscape Package. For the efficient use of water, an automated irrigation system shall meet all the requirements, shown in sufficient detail, listed in this Chapter, the Landscape Manual, applicable requirements of the Monterey County Code, conditions of approval for related land use permits or other entitlements, and be in compliance with the manufacturer's recommendations.

A. All irrigation design and specifications included in the irrigation plans shall meet the following requirements:

1. Irrigation plans shall be drawn by a licensed architect, a licensed contractor, a certified irrigation designer, or any other person authorized to design a landscape.
  2. All irrigation systems shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas such as adjacent properties, hardscapes, roadways, or structures.
  3. The irrigation system and its related components shall be planned and designed to allow for proper installation, management and maintenance.
  4. The design of the irrigation system shall conform to the hydrozones delineated on the planting plans.
    - a. Separate valves shall be used to irrigate hydrozones with high water use plants and moderate or low water use plants.
  5. All irrigation systems shall be designed and installed to meet irrigation efficiency criteria as described in the Maximum Applied Water Allowance (MAWA) and subject to the requirements listed in 16.64.090 of this Chapter.
  6. Irrigation system features and design shall be consistent with the Landscape Manual.
- B. Verification. The following statement shall be included within the irrigation plans: "I \_\_\_\_\_ certify that this landscaping plan complies with all Monterey County landscaping requirements including, but not limited to, the use of low flow and water conserving irrigation fixtures." The verification shall be signed by a licensed landscape architect, a licensed landscape contractor, or any other person authorized to design an irrigation plan.

#### **16.64.080 Water Efficient Landscape Requirements.**

A Water Efficient Landscape Worksheet shall be submitted by the applicant as part of the Landscape Package. To ensure landscape projects conserve water to the maximum extent possible, information included within the Water Efficient Landscape Worksheet shall be consistent with the requirements listed in this Chapter, the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of approval for related land use permits or other entitlements.

- A. Water budget calculations shall meet the following requirements:
1. The surface area of all water features shall be calculated as high water use and incorporated within a high water use hydrozone.
  2. Temporarily irrigated areas shall be calculated as low water use and incorporated within a low water use hydrozone.
  3. Water budget calculations for the Maximum Applied Water Allowance (MAWA) shall be calculated using the formula found in Section 5.B or Appendix B of the Landscape Manual.
    - a. Special Landscape Areas, as defined in Section 16.64.020.HHH of this Chapter, and areas irrigated with recycled water, are subject to MAWA with an Evapotranspiration Adjustment Factor (ETAF) not to exceed 1.0.

4. The calculation of a project's Estimated Total Water Use (ETWU) shall be performed using the formula found in Section 5.D or Appendix B of the Landscape Manual.

B. For calculation of the MAWA and ETWU, the project applicant shall use the annual evapotranspiration (ETo) values contained within Appendix C of the Landscape Manual.

C. Landscape projects subject to approval of this Chapter shall not apply water to the landscape in excess of the maximum amount of water allowed. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance.

D. Inefficient landscape irrigation from conditions such as runoff leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures is strictly prohibited.

E. Rain gardens, cisterns and other landscapes features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended.

F. Landscape projects subject to the provisions of this Chapter shall incorporate the use of recycled water for irrigation when, in the determination of the County, recycled water is available and connection to recycled water is feasible.

1. All recycled water irrigation systems shall be designed and operated in accordance with all State and County laws and regulations related to recycled water use.

2. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water, unless a written exemption has been granted pursuant to this subdivision F.

3. Irrigation systems and decorative water features shall use recycled water unless a written exemption has been granted by the local water purveyor stating that recycled water meeting all public health codes and standards is not available and will not be available for the foreseeable future.

#### **16.64.090 Energy Efficiency.**

A. Energy use and conservation measures within the landscape component of a building project shall be calculated as part of the building's overall energy efficiency budget pursuant to Chapter 18.12 of the Monterey County Code, Green Building Standards Code.

B. Landscape lighting shall be designed for energy efficiency and utilize one or both of the following:

1. ENERGY STAR qualified hard-wired fixtures.

a. All hard-wired lighting shall employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.

2. Solar powered lighting systems.

C. Landscape lighting exceptions. The following exterior lighting is exempt from the requirements of this Chapter:

1. Lighting required by a health of life safety statute ordinance or regulation, including but not limited to emergency lighting.

2. Exterior lighting for permanent buildings, structures, security, and signs.

3. Lighting used in or around swimming pools, water features or other locations subject to Article 680 of Title 24, Part 3, *California Electrical Code*.

#### **16.64.100 Soils Management Report.**

A soils management report shall be completed by the project applicant or his/her designee and submitted as part of the Landscape Package. In order to promote healthy plant

growth and prevent excessive erosion and runoff, the soil management report shall be consistent with the required information outlined in this Section and the applicable sections of the Landscape Manual.

A. The soils management report shall be prepared by a certified lab to evaluate soils relative to horticulture.

B. Soils samples shall be from the site and analyzed to the extent that quality top soil, soil limitations, and soil composition information necessary for planting has been identified.

C. The soils management report shall include recommendations for soil amendments based on the conditions of the site and the intended planting.

D. The soils analysis report shall be used in conjunction with the preparation of the planting and irrigation plans.

#### **16.64.110 Application Fees.**

A. The Board of Supervisors shall establish a schedule of fees for the processing of Landscape Package applications.

B. No Landscape Package application shall be deemed complete and processing shall not commence on any landscape plan check application until all required fees and/or deposits have been paid.

#### **16.64.120 Inspections, Scheduling, and Maintenance.**

A. Inspections.

1. Prior to the final of grading or building permits, landscape projects subject to the provisions of this Chapter are required to pass a final inspection by the Director of RMA-Planning (Director) or his designee to verify compliance with the approved Landscape Package.

2. No landscape project applicant shall be deemed to have complied with the provisions of this Chapter until a final inspection of the work has been completed by the Director or his designee.

3. Inspections shall not be construed to approve a violation of the provisions of this code. Inspections presuming to give authority to violate or cancel the provisions of this Chapter or other provisions of this code shall not be valid.

B. Irrigation scheduling. For the efficient use of water, all irrigation schedules shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health. The irrigation schedule shall be consistent with the requirements of this Section, the applicable sections of the Landscape Manual, and include the following:

1. The irrigation schedule shall be developed by a landscape architect, landscape contractor, or any other person authorized to install irrigation equipment.

2. The irrigation schedule shall factor irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that the applied water meets the Estimated Total Water Use (ETWU).

3. The irrigation schedule shall be submitted with the landscape certificate of completion pursuant to Section 16.64.130 of this Chapter.

C. Landscape planting and irrigation maintenance. In order to maintain plant health and functioning irrigation equipment, a landscape planting and irrigation maintenance schedule shall be developed incorporating the requirements of this Section, the applicable sections of the Landscape Manual, and include the following:

1. A regular maintenance schedule shall be developed by a landscape architect, landscape contractor, or any other person authorized to design and maintain landscape planting and irrigation.



2. A regular maintenance schedule shall include, but is not limited to routine inspection, adjustment, and repair of the irrigation system and its components.
  3. A note shall be included stating that any replacements plants shall not exceed the water use for the hydrozone.
  4. A regular maintenance schedule shall make provisions for irrigation inspections, systems tune-up, and system tests with distribution uniformity preventing overspray or run off that causes overland flow.
  5. A regular maintenance schedule shall be submitted with the landscape Certificate of Completion consistent with Section 16.64.130 of this Chapter.
- D. Obligations of Assignees or Successors.
1. All required landscaping shall be maintained for the life of the project in healthy condition, free from disease, pests, weeds, and trash.
  2. Plants lost due to disease, destruction, or lifecycle shall be replaced and shall comply with all adopted standards for size, species, and irrigation. Replacement with different species is acceptable provided that the water use is lower or remains the same as what was previously approved.

#### **16.64.130 Certificate of Completion.**

Upon completion of the landscape project, but prior to occupancy or final of grading or building permits, the applicant shall submit a Certificate of Completion to RMA-Planning. The Certificate of Completion shall be consistent with the requirements of this Section and all applicable sections of the Landscape Manual.

- A. Certificate of Completion – Form and Content.
1. The certificate of completion shall include: project information, certification for installation of the landscape planting and irrigation, the proposed irrigation scheduling, an irrigation audit, the proposed schedule for landscape planting and irrigation maintenance, and verification of implementing recommendations of the soils management report.
  2. A copy of the approved certificate of completion form can be found in Appendix D of the Landscape Manual.
- B. Signature of Certificate of Completion; as-built plans.
1. The certificate of completion shall be signed by either the signer of the planting plan, the person signing the irrigation plan, or the licensed landscape contractor who installed the landscape.
  2. If significant changes were made during installation, as-built plans shall be included with the certification. As-built plans must be in conformance with Sections 16.64.060, 16.64.070, 16.64.080 and 16.64.090 of this Chapter.

#### **16.64.140 Public Education.**

The purpose of this section is to encourage reduction of excessive water use in landscaping through public education.

A. Existing landscapes installed prior to the enactment of Chapter 16.64, are encouraged to reduce water consumption through participation in the following programs. “Existing landscapes” means landscapes installed in any development in the unincorporated County of Monterey prior to the effective date of Ordinance No. \_\_\_ enacting Chapter 16.64.

1. Existing landscapes located within the Monterey Peninsula Water Management District are encouraged to participate in applicable landscape rebate programs, landscape water audit/budget analysis and/or any other available water conservation programs to the greatest extent feasible.

2. Applicable landscape located within the Marina Coast Water District for the unincorporated areas of Monterey County shall participate in the Water-Wise Landscape Incentive Program to the greatest extent feasible.

3. Existing landscapes located within the jurisdictional boundaries of the Pajaro Valley Water Management Agency are encouraged to participate in the Local Residential Water Conservation rebate programs to the greatest extent feasible.

4. Existing landscapes served by a Small Water System shall be consistent with the conservation measures identified in the system's Urban Water Conservation Plan.

5. Existing landscapes served by private wells in the unincorporated areas of Monterey County shall participate in the water conservation measures found within this Chapter and the Landscape Manual to the greatest extent feasible.

B. The Landscape Manual shall contain information promoting the efficient use of water in landscapes, and the benefits of doing so. The Landscape Manual shall include information to owners of new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes. Information for the available programs listed in Section 16.64.140.A shall be incorporated in the Landscape Manual to encourage participation.

#### **16.64.150 Enforcement and Penalties.**

A. It shall be the duty of the Director of RMA-Planning to enforce the provisions of this Chapter. All departments, officials and public employees vested with the duty or authority to issue permits or licenses shall not issue a permit or license for uses, buildings or purposes in conflict with the provisions of this Chapter and any such permit or license issued in conflict with the provisions of this Chapter shall be null and void. The Director of RMA-Planning may delegate enforcement responsibilities to other County employees.

B. Any landscaping that is installed, constructed, altered, enlarged, converted, moved, or maintained contrary to the provisions of this Chapter, or failure to comply with any of the conditions of a permit or variance granted to implement this Chapter is declared to be unlawful and shall be subject to enforcement under Chapters 1.20 (Enforcement of Code) and 1.22 (Administrative Remedies for Code Enforcement) of the Monterey County Code. The County may, in its discretion, in addition to all other remedies, take such enforcement action as is authorized under the Monterey County Code and/or any other action authorized by law.

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 on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES: Supervisors

NOES:

ABSENT:

ABSTAIN:



\_\_\_\_\_  
Simon Salinas, Chair  
Monterey County Board of Supervisors

ATTEST:

GAIL T. BORKOWSKI  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

WENDY S. STRIMLING  
Senior Deputy County Counsel

## **ATTACHMENT 2**

### **PROPOSED COASTAL WATER AND ENERGY EFFICIENT LANDSCAPE ORDINANCE (16.63)**

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,  
ADDING CHAPTER 16.63 TO THE MONTEREY COUNTY CODE RELATING TO  
LANDSCAPE DESIGN, WATER CONSERVATION AND ENERGY EFFICIENCY  
PRACTICES FOR LANDSCAPING IN THE COASTAL ZONE**

**County Counsel Summary**

*This ordinance adds Chapter 16.63 to Chapter 16 of the Monterey County Code to address Water and Energy Efficient Landscaping in the coastal zone. This ordinance authorizes the promulgation of regulations for certain landscape projects within the coastal areas of the County of Monterey. The regulations will require projects to install water efficient planting and irrigation, as well as energy efficient landscape components and design. This ordinance authorizes application fees for the processing of landscape projects, and provides for enforcement and penalties for violations of this ordinance.*

The Board of Supervisors of the County of Monterey ordains as follows:

**SECTION 1. FINDINGS AND DECLARATIONS.**

A. Water supply in Monterey County continues to be the region's primary resource constraint. The potential exists that Monterey County may experience a threat to public health, safety, and welfare due to a dwindling available water supply to meet expanding development demands.

B. Water use and energy consumption are inherently linked. Implementation of water conservation measures in new and rehabilitated landscapes will result in secondary energy savings associated with the corresponding reduction in demand, production and transport of water resources.

C. Assembly Bill 325 – The Water Conservation in Landscape Act of 1990 (AB 325), was signed into law on September 29, 1990, requiring the California Department of Water Resources (DWR) to develop and adopt a State Model Water Efficient Landscape Ordinance with provisions for water efficient landscape design, installation, and maintenance by January 1, 1992.

D. Assembly Bill 1881 – The Water Conservation in Landscaping Act of 2006 (AB 1881), required DWR to develop and adopt an updated State Model Water Efficient Landscape Ordinance (State Model Ordinance). AB 1881 mandates that local governments either adopt the State Model Ordinance or a local ordinance that is at least as effective in water conservation by January 1, 2010. If neither has occurred by that date, the local agency is required to enforce the State Model Ordinance.

E. On February 5, 2010, the County of Monterey notified the DWR that the County “intends to follow the Department of Water Resources’ updated Model Efficient Landscape Ordinance.”

F. In accordance with section 65595(c)(1) of the Government Code, Monterey County intends to adopt a local ordinance that meets the unique needs of the County and is at least as effective in conserving water as the State Model Ordinance. Pursuant to Section 65596 of the Government Code, specific elements were identified to be included within the State Model Ordinance and these elements have been incorporated in the proposed Coastal Water and Energy Efficient Landscape ordinance (coastal ordinance) as well as explained in the landscape manual; meeting the minimum requirement of state law.

G. The Monterey County Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation (landscape manual) has been developed to work in conjunction with and is referenced in the coastal ordinance; providing a document explaining regulations and technical information. The landscape manual shall be approved separately by resolution of the Board of Supervisors, allowing modification without requiring amendment to the coastal ordinance as new technology for water and energy efficiency becomes available, or if new plants were identified as invasive or fire resistant.

H. The coastal ordinance shall apply to the coastal areas of unincorporated Monterey County.

I. The coastal ordinance is consistent with and supportive of water conservation measures codified in the Monterey County Code as they apply to the coastal zone.

1. Chapter 18.44 of the Monterey County Code (MCC) requires low water use landscape material (drought tolerant or native plant material and low precipitation sprinkler heads such as bubblers, drip irrigation systems and timing devices) as part of new construction in areas of the County served by California American Water Service Company. Regulations contained in the coastal ordinance are consistent with this chapter. Furthermore, projects exempt from the coastal ordinance, but subject to MCC Chapter 18.44, are not affected by the adoption of the ordinance or approval of the landscape manual.

2. Chapter 18.50 of the Monterey County Code (MCC) is applicable to the Greater Salinas Planning Areas, Toro Planning Area, Greater Monterey Peninsula Planning Area, and a portion of the North County Planning Area (including the coastal zone). This chapter requires that landscape development for new construction include drought tolerant or native plant material and low precipitation sprinkler heads such as bubblers, drip irrigation systems and timing devices. Regulations contained in the coastal ordinance are consistent with this chapter. Furthermore, projects exempt from the coastal ordinance, but subject to MCC Chapter 18.50, are not affected by the adoption of the ordinance or approval of the landscape manual.

3. Regulations contained in the coastal ordinance are consistent with regulations contained in Chapters: 10.46 – Weed Control; 15.12 – Water Conservation; 15.16 – Waste Water Use; 16.12 – Erosion Control; and 16.14 – Urban Stormwater Quality Management and Discharge Control of the Monterey County Code.

J. The coastal ordinance is consistent with and supportive of water conservation measures codified in the coastal regulations contained in the 1982 General Plan, land use plans, coastal implementation plans and the Monterey County Zoning Ordinance (Title 20).

1. The coastal ordinance incorporates water conservation measures, drought resistant native and native compatible species and the encouragement of energy savings; consistent with 1982 Monterey County General Plan Policy Nos. 6.1.2; 7.2; 13.1; 16.2.9; 26.1.7; 40.2.1; and 53.1.3.

2. The North County Land Use Plan and Coastal Implementation Plan contain policies and regulations requiring incorporation of water conserving landscape measures, planting of native and native compatible vegetation and the eradication of invasive plant species. Regulations contained in the coastal ordinance address these measures and are therefore consistent with the North County Land Use Plan and Coastal Implementation Plan. Furthermore, projects exempt from the coastal ordinance, but subject to North County Land Use Plan and Coastal Implementation Plan, are not affected by adoption of the ordinance or approval of the landscape manual.

3. The Big Sur Land Use Plan and Coastal Implementation Plan contain policies and regulations requiring incorporation of water conserving landscape measures and the use of native and native compatible planting in landscapes. Regulations contained in the coastal ordinance address these measures and therefore are consistent with the Big Sur Land Use Plan and Coastal Implementation Plan. Furthermore, projects exempt from the coastal ordinance, but subject to Big Sur Land Use Plan and Coastal Implementation Plan, are not affected by adoption of the ordinance or approval of the landscape manual.

4. The Carmel Area Land Use Plan and Coastal Implementation Plan contain policies and regulations requiring incorporation of water conserving landscape measures and the use of drought resistant native and native compatible planting in landscapes. Regulations contained in the coastal ordinance address these measures and therefore are consistent with the Carmel Area Land Use Plan and Coastal Implementation Plan. Furthermore, projects exempt from the coastal ordinance, but subject to Carmel Area Land Use Plan and Coastal Implementation Plan, are not affected by adoption of the ordinance or approval of the landscape manual.

5. The Del Monte Forest Land Use Plan and Coastal Implementation Plan contain policies and regulations requiring incorporation of water conserving landscape measures, the use of drought tolerant native and native compatible planting in landscapes, and the prohibition of use and eradication of invasive plant species. Regulations contained in the coastal ordinance address these measures and therefore are consistent the Del Monte Forest Land Use Plan and Coastal Implementation Plan. Furthermore, projects exempt from the coastal ordinance, but subject to Del Monte Forest Land Use Plan and Coastal Implementation Plan, will not be affected by adoption of the ordinance or approval of the landscape manual.

K. Adoption of the coastal ordinance does not require an amendment to the Local Coastal Program and certification by the California Coastal Commission. Correspondence from the California Coastal Commission dated August 7, 2014 states that the "...existing regulations of the LCP appear to adequately cover the issue of water conservation/water efficiency in landscaping without the need to add any references to this new ordinance..." Therefore, the Board of Supervisors may adopt the ordinance without certification by the California Coastal Commission.

L. The County of Monterey has adopted the 2010 California Green Building Standards Code, California Code of Regulations, Title 24, Part 11, also known as CALGreen. The water



and energy conservation measures contained in the coastal ordinance and the landscape manual are consistent with and support implementation the County's green building requirements.

SECTION 2. SECTION 16.63 OF THE MONTEREY COUNTY CODE IS ADDED AS FOLLOWS:

## **CHAPTER 16.63 STANDARDS FOR LANDSCAPING (COASTAL)**

### **Sections:**

- 16.63.010 – Purpose.**
- 16.63.020 – Definitions.**
- 16.63.030 – Applicability.**
- 16.63.040 – Landscape Manual.**
- 16.63.050 – Submittal Requirements of Landscape Package.**
- 16.63.060 – Planting Plans.**
- 16.63.070 – Irrigation Design Plans.**
- 16.63.080 – Water Efficient Landscape Requirements.**
- 16.63.090 – Energy Efficiency.**
- 16.63.100 – Soils Management Report.**
- 16.63.110 – Application Fee.**
- 16.63.120 – Inspections, Scheduling, and Maintenance.**
- 16.63.130 – Certificate of Completion.**
- 16.63.140 – Public Education.**
- 16.63.150 – Enforcement and Penalties.**

### **16.63.010 Purpose.**

The purpose of this Chapter is to provide landscape standards that minimize water use, eliminate water waste, and maximize energy efficiency by requiring low water landscape plantings, irrigation methods, and low energy lighting and ornamental landscape features in the coastal areas of unincorporated Monterey County.

### **16.63.020 Definitions.**

The following definitions apply to this Chapter:

- A. "Applied water" means the portion of water supplied by the irrigation system to the landscape.
- B. "Backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- C. "California Invasive Plant Inventory" means the California Invasive Plant Inventory maintained by the California Invasive Plant Council.
- D. "Certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.
- E. "Certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade

organization or other program such as the US Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.

F. "Check valve" or "anti-drain valve" means a valve located under a sprinkler head or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

G. "Controller" means an automatic timing device used to remotely control valves or heads to operate an irrigation system. A weather-based controller is a controller that utilizes evapotranspiration or weather data to make adjustments to irrigation schedules. A self-adjusting irrigation controller is a controller that uses on-site sensor data (e.g., soil moisture) to adjust irrigation schedules.

H. "Developer installed" means a private development project where the developer has installed landscaping in conjunction with property improvements such as, but not limited to, construction of single family and multi-family dwellings and land divisions. For the purposes of this Chapter, a developer is a private entity undertaking speculative real estate such as tract subdivisions, master planned communities and condominium complexes resulting in the sale or lease of a residential product.

I. "Drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

J. "Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

K. "Energy efficient landscape" means any new or rehabilitated landscape, public or private, that helps a project achieve a minimum 15% reduction in energy use when compared to the State's mandatory energy efficiency standards.

L. "Energy efficient lighting system" means any outdoor landscape lighting system consisting of at least 90 percent ENERGY STAR qualified hard-wired fixtures, solar powered lighting, and/or systems that employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.

M. "Established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

N. "Estimated Total Water Use" (ETWU) means the total water used for the landscape.

O. "ET adjustment factor" means, except for Special Landscape Areas, a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency. A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For the purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET Adjustment Factor is  $(0.7) = (0.5/0.71)$ .

P. "Evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

Q. "Flow rate" means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

R. "Hardscapes" means any durable surface material (pervious or impervious).

S. "High water use plant" means any plant categorized as high water need by the water use classification of landscape species guide.

T. "Homeowner installed" means any landscaping installed by a private individual hired by a homeowner for a single family residence, accessory dwelling units and/or accessory

structures. A homeowner, for purposes of this Chapter, is a person who occupies the dwelling he or she owns or leases the property to another individual or family. This excludes speculative homes, which are not owner-occupied dwellings.

U. “Hydrozone” means a portion of the landscaped area having plants with similar water needs and served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated.

V. “Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

W. “Invasive plant” means a species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. “Noxious weeds” means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are maintained at the California Invasive Plant Inventory, USDA invasive, noxious weeds database, and the Landscape Manual.

X. “Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit shall include, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

Y. “Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well-designed and maintained systems.

Z. “Irrigation meter” means a separate meter that measures the amount of water used for items such as lawns, washing exterior surfaces, washing vehicles, or filling pools.

AA. “Landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

BB. “Landscape area” or “landscape project” means all the planting areas, turf areas, and water features in subject to the Maximum Applied Water Allowance calculation. Planted areas dedicated to agricultural cultivation and private vegetable gardens and orchards are not included. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

CC. “Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

DD. “Landscape Manual” means the County of Monterey Landscape Manual – Standards and Specified Performance Requirements for the Landscape Water Use and Irrigation prepared pursuant to Section 16.63.040 of this Chapter.

EE. “Landscape Package (application)” means the landscape materials required to be submitted for review and approval by the Director of the RMA-Planning Department pursuant to Section 16.63.050 of this Chapter.

FF. “Lateral Line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

GG. “Local Water Purveyor” means any entity, including a public agency, city, county or private water company that provides retail water service.

HH. “Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and



bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

II. “Low water use plant” means any plant categorized as low water need by the water use classification of landscape species (WUCOLS) guide.

JJ. “Main line” means the pressurized pipeline that delivers water for the water sources to the valve or outlet.

KK. “Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area.

LL. “Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

MM. “Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

NN. “Moderate water use plant” means any plant categorized as moderate water need by the water use classification of landscape species (WUCOLS) guide.

OO. “Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

PP. “New construction” means, for the purposes of this ordinance, a new public or private building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

QQ. “Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

RR. “Overhead irrigation systems” means systems that deliver water through the air (e.g., pop-ups, impulse sprinklers, spray heads, rotors, micro-sprays, etc).

SS. “Overspray” means the irrigation water that is delivered beyond the landscape area, wetting pavements, walks, structures, or other non-landscaped areas.

TT. “Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

UU. “Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

VV. “Plant factor” or “plant water use factor” is a value, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is less than 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species.”

WW. “Planting Plan” is a plan that is consistent with the requirements outlined in Section 16.63.060 of this Chapter.

XX. “Precipitation rate” means the rate of application of water measured in inches per hour.

YY. “Rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

ZZ. “Recycled water”, “reclaimed water”, or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

AAA. “Recreational Area” means public areas within residential development projects or recreational facilities dedicated to active play such as parks, sports fields and golf courses where natural turf provides a playing surface.

BBB. “Reference evapotranspiration” or “ET<sub>o</sub>” means a standard measurement of environmental parameters which affect the water use of plants. ET<sub>o</sub> is expressed in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

CCC. “Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, and the modified landscape area is at least 50% of the total landscape area.

DDD. “Run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

EEE. “Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

FFF. “Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

GGG. “Special Landscape Area” (SLA) means an area of the landscape irrigated with recycled water, water features using recycled water, and areas dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface.

HHH. “Stormwater Control Facility” means a stormwater management feature intended to improve the quality of runoff leaving the site. For the purposes of this ordinance, stormwater control facilities

III. “Sprinkler head” means a device which delivers water through a nozzle.

JJJ. “Station” means an area served by one valve or by a set of valves that operate simultaneously.

KKK. “Turf” means a ground cover surface of mowed grass and does not include artificial turf surfaces. For example, Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses and Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.

LLL. “Valve” means a device used to control the flow of water in the irrigation system.

MMM. “Water conserving plant species” means a plant species identified as having a low plant factor.

NNN. “Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools where water is artificially supplied. Constructed facilities used for on-site wastewater treatment or stormwater control measures that are not irrigated and used solely for water treatment or stormwater retention are not considered water features.

OOO. “Water use classification of landscape species guide” (WUCOLS) means the water use classification of landscape species guide published by the University of California Cooperative Extension, the California Department of Water Resources, and the United States Bureau of Reclamation, as it currently exists or may be amended in the future.

PPP. “Watering window” means the time of day irrigation is allowed.

QQQ. “Weather-based self-adjusting irrigation controller” means a system component that uses local weather and landscape conditions to automatically adjust irrigation schedules to actual conditions on the site or historical weather data.

RRR. “Xeriscape” means a landscaping method developed especially for arid and semiarid climates that utilizes water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation) to balance hydrology at the parcel level.

**16.63.030 Applicability.**

A. The provisions of this Chapter shall apply to the following landscape projects:

1. New construction and rehabilitated landscape projects with landscape areas equal to or greater than 2,500 square feet for Public Agency developments in all zoning districts, requiring a grading permit, building permit, or design review.

2. New construction and rehabilitated landscape projects with landscape areas equal to or greater than 2,500 square feet for non-residential private developments in non-residential zoning districts, requiring a grading permit, building permit, or design review.

3. New construction and rehabilitated landscapes with landscape areas greater than 2,500 square feet for all residential projects in all zoning districts which allow residential uses that is developer installed, requiring a grading permit, building permit, or design review.

4. New construction and rehabilitated landscapes with landscape areas greater than 5,000 square feet for all residential projects in all zoning districts which allow residential uses that is homeowner installed, requiring a grading permit, building permit, or design review.

B. Landscaping for parking areas shall be consistent with the requirements of the designated zoning district and Sections 16.63.060; 16.63.070; 16.63.080; and 16.63.090 of this Chapter.

C. Exceptions. This Chapter does not apply to:

1. Registered local, state or federal historical sites;
2. Ecological restoration projects that do not require a permanent irrigation system;
3. Mined-land reclamation projects that do not require a permanent irrigation system;
4. Plant collections, as part of botanical gardens and arboreetums open to the public;
5. Agricultural cultivation activities;
6. Construction of structures that do not include changes in existing landscape;
7. Changes in use of an existing structure that does not include changes to existing landscape;
8. Private edible plant gardens and/or orchards for personal and individual consumption;
9. Constructed wetlands or other landscaped areas that are not irrigated and used solely for on-site wastewater treatment;
10. New, existing or rehabilitated stormwater quality projects that are not irrigated and used solely for the purpose of improving runoff quality and/or retaining runoff for onsite infiltration;
11. Natural areas including, but not limited to: open space, native vegetative areas, and pervious or non-pervious hardscapes that do not require a permanent irrigation system;
12. Erosion control activities that do not require permanent irrigation systems such as hydroseeding; and
13. Existing cemeteries.

D. Landscape projects exempt from this Chapter may be subject to existing regulations that address water conservation and landscaping for the coastal areas of Monterey County. This ordinance does not supersede other ordinances pertaining to water conservation previously adopted by the Board of Supervisors.



#### **16.63.040 Landscape Manual.**

The Board of Supervisors shall adopt, and may from time to time amend, the County of Monterey Landscape Manual – Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation (Landscape Manual) establishing guidelines to explain and implement this Chapter. The Landscape Manual shall clearly explain the specific procedures and technical requirements of this Chapter. The Landscape Manual shall contain the elements of the Landscape Documentation Package, Water Efficient Landscape Worksheet, Soil Management Report, Landscape Design Plan, Irrigation Design Plan, Grading Design Plan, and Certificate of Completion. Should any provisions of the Landscape Manual conflict with any provisions of this Chapter, the provisions of this Chapter shall prevail.

#### **16.63.050 Submittal Requirements of Landscape Package.**

Prior to the issuance of grading permit or building permits, and prior to construction, a Landscape Package shall be submitted for review to RMA-Planning. The Landscape Package shall contain all information and documentation, in sufficient detail, as specified in this Chapter and the Landscape Manual. The Director of RMA-Planning shall approve the package once it has been verified that the proposed landscape project complies with the provisions of this Chapter, the provisions of the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of any applicable land use permit or other entitlement.

#### **16.63.060 Planting Plans.**

The Planting Plan shall be submitted by the applicant as part of the Landscape Package. For the efficient use of water, the plan shall meet all the requirements, shown in sufficient detail, listed in this Chapter, the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of approval for related land use permits or other entitlements.

- A. The planting plan shall meet the following requirements:
  - 1. Planting plans shall be drawn by a licensed architect, a licensed contractor, or any other person authorized to design a landscape.
  - 2. Include grading design that minimizes soil erosion, runoff, and water waste.
  - 3. Turf shall be limited to 20% of the landscape area or up to 1,500 square feet (whichever is lower), unless the turf area is designated as a Special Landscape Area and is dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface. Planting of turf is prohibited in the following conditions:
    - a. Slopes exceeding ten (10) percent;
    - b. Planting areas eight (8) feet wide or less; and
    - c. Street medians, traffic islands, planter strips, or bulb-outs of any size.
  - 4. All non-turf plants shall be selected, spaced, and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site.
  - 5. Invasive plants are strictly prohibited and eradication of invasive plants is highly encouraged.
  - 6. Selected plants shall include the use of native and/or native compatible species.
  - 7. Landscape planting shall include the use of drought resistant species.
  - 8. Landscape planting shall include the use of fire resistant plant species and shall be consistent with fire safe landscaping required by the designated Fire District and/or Chapter 18.56 – Wildfire Protection Standards in State Responsibility Areas of the Monterey County Code.

9. Plants with similar water use needs shall be grouped together in distinct hydrozones. Where irrigation is required, the distinct hydrozones shall be irrigated with separate valves.

10. Plants with low and high water use shall not be included in the same hydrozone.

B. Verification. Planting plans shall contain the following statement: "I \_\_\_\_\_ certify that this planting plan complies with all Monterey County landscaping requirements including, but not limited to, the use of native drought tolerant, non-invasive species, and limited turf." The verification shall be signed by a licensed landscape architect, a licensed landscape contractor, or any other person authorized to design a landscape.

#### **16.63.070 Irrigation Design Plans.**

The Irrigation Design Plan shall be submitted by the applicant as part of the Landscape Package. For the efficient use of water, an automated irrigation system shall meet all the requirements, shown in sufficient detail, listed in this Chapter, the Landscape Manual, applicable requirements of the Monterey County Code, conditions of approval for related land use permits or other entitlements, and be in compliance with the manufacturer's recommendations.

A. All irrigation design and specifications included in the irrigation plans shall meet the following requirements:

1. Irrigation plans shall be drawn by a licensed architect, a licensed contractor, a certified irrigation designer, or any other person authorized to design a landscape.

2. All irrigation systems shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas such as adjacent properties, hardscapes, roadways, or structures.

3. The irrigation system and its related components shall be planned and designed to allow for proper installation, management and maintenance.

4. The design of the irrigation system shall conform to the hydrozones delineated on the planting plans.

a. Separate valves shall be used to irrigate hydrozones with high water use plants and moderate or low water use plants.

5. All irrigation systems shall be designed and installed to meet irrigation efficiency criteria as described in the Maximum Applied Water Allowance (MAWA) and subject to the requirements listed in 16.63.090 of this Chapter.

6. Irrigation system features and design shall be consistent with the Landscape Manual.

B. Verification. The following statement shall be included within the irrigation plans: "I \_\_\_\_\_ certify that this landscaping plan complies with all Monterey County landscaping requirements including, but not limited to, the use of low flow and water conserving irrigation fixtures." The verification shall be signed by a licensed landscape architect, a licensed landscape contractor, or any other person authorized to design an irrigation plan.

#### **16.63.080 Water Efficient Landscape Requirements.**

A Water Efficient Landscape Worksheet shall be submitted by the applicant as part of the Landscape Package. To ensure landscape projects conserve water to the maximum extent possible, information included within the Water Efficient Landscape Worksheet shall be consistent with the requirements listed in this Chapter, the Landscape Manual, applicable requirements of the Monterey County Code, and conditions of approval for related land use permits or other entitlements.

- A. Water budget calculations shall meet the following requirements:
  - 1. The surface area of all water features shall be calculated as high water use and incorporated within a high water use hydrozone.
  - 2. Temporarily irrigated areas shall be calculated as low water use and incorporated within a low water use hydrozone.
  - 3. Water budget calculations for the Maximum Applied Water Allowance (MAWA) shall be calculated using the formula found in Section 5.B or Appendix B of the Landscape Manual.
    - a. Special Landscape Areas, as defined in Section 16.63.020.HHH of this Chapter, and areas irrigated with recycled water, are subject to MAWA with an Evapotranspiration Adjustment Factor (ETAF) not to exceed 1.0.
  - 4. The calculation of a project's Estimated Total Water Use (ETWU) shall be performed using the formula found in Section 5.D or Appendix B of the Landscape Manual.
- B. For calculation of the MAWA and ETWU, the project applicant shall use the annual evapotranspiration (ETo) values contained within Appendix C of the Landscape Manual.
- C. Landscape projects subject to approval of this Chapter shall not apply water to the landscape in excess of the maximum amount of water allowed. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance.
- D. Inefficient landscape irrigation from conditions such as: runoff leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures is strictly prohibited.
- E. Rain gardens, cisterns and other landscapes features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended.
- F. Landscape projects subject to the provisions of this Chapter shall incorporate the use of recycled water for irrigation when, in the determination of the County, recycled water is available and connection to recycled water is feasible.
  - 1. All recycled water irrigation systems shall be designed and operated in accordance with all State and County laws and regulations related to recycled water use.
  - 2. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water, unless a written exemption has been granted pursuant to this subdivision F.
  - 3. Irrigation systems and decorative water features shall use recycled water unless a written exemption has been granted by the local water purveyor stating that recycled water meeting all public health codes and standards is not available and will not be available for the foreseeable future.

#### **16.63.090 Energy Efficiency.**

- A. Energy use and conservation measures within the landscape component of a building project shall be calculated as part of the building's overall energy efficiency budget pursuant to Chapter 18.12 of the Monterey County Code, Green Building Standards Code.
- B. Landscape lighting shall be designed for energy efficiency and utilize one or both of the following:
  - 1. ENERGY STAR qualified hard-wired fixtures.
    - a. All hard-wired lighting shall employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.
  - 2. Solar powered lighting systems.



C. Landscape lighting exceptions. The following exterior lighting is exempt from the requirements of this Chapter:

1. Lighting required by a health of life safety statute ordinance or regulation, including but not limited to emergency lighting.
2. Exterior lighting for permanent buildings, structures, security, and signs.
3. Lighting used in or around swimming pools, water features or other locations subject to Article 680 of Title 24, Part 3, *California Electrical Code*

#### **16.63.100 Soils Management Report.**

A soils management report shall be completed by the project applicant or his/her designee and submitted as part of the Landscape Package. In order to promote healthy plant growth and prevent excessive erosion and runoff, the soil management report shall be consistent with the required information outlined in this Section and the applicable sections of the Landscape Manual.

A. The soils management report shall be prepared by a certified lab to evaluate soils relative to horticulture.

B. Soils samples shall be from the site and analyzed to the extent that quality top soil, soil limitations, and soil composition information necessary for planting has been identified.

C. The soils management report shall include recommendations for soil amendments based on the conditions of the site and the intended planting.

D. The soils analysis report shall be used in conjunction with the preparation of the planting and irrigation plans.

#### **16.63.110 Application Fees.**

A. The Board of Supervisors shall establish a schedule of fees for the processing of Landscape Package applications.

B. No Landscape Package application shall be deemed complete and processing shall not commence on any landscape plan check application until all required fees and/or deposits have been paid.

#### **16.63.120 Inspections, Scheduling, and Maintenance.**

A. Inspections.

1. Prior to the final of grading or building permits, landscape projects subject to the provisions of this Chapter are required to pass a final inspection by the Director of RMA-Planning (Director) or his designee to verify compliance with the approved Landscape Package.

2. No landscape project applicant shall be deemed to have complied with the provisions of this Chapter until a final inspection of the work has been completed by the Director or his designee.

3. Inspections shall not be construed to approve a violation of the provisions of this code. Inspections presuming to give authority to violate or cancel the provisions of this Chapter or other provisions of this code shall not be valid.

B. Irrigation scheduling. For the efficient use of water, all irrigation schedules shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health. The irrigation schedule shall be consistent with the requirements of this Section, the applicable sections of the Landscape Manual, and include the following:

1. The irrigation schedule shall be developed by a landscape architect, landscape contractor, or any other person authorized to install irrigation equipment.

2. The irrigation schedule shall factor irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that the applied water meets the Estimated Total Water Use (ETWU).

3. The irrigation schedule shall be submitted with the landscape Certificate of Completion pursuant to Section 16.63.130 of this Chapter.

C. Landscape planting and irrigation maintenance. In order to maintain plant health and functioning irrigation equipment, a landscape planting and irrigation maintenance schedule shall be developed incorporating the requirements of this Section, the applicable sections of the Landscape Manual, and include the following:

1. A regular maintenance schedule shall be developed by a landscape architect, landscape contractor, or any other person authorized to design and maintain landscape planting and irrigation.

2. A regular maintenance schedule shall include, but is not limited to routine inspection, adjustment, and repair of the irrigation system and its components.

3. A note shall be included stating that any replacements plants shall not exceed the water use for the hydrozone.

4. A regular maintenance schedule shall make provisions for irrigation inspections, systems tune-up, and system tests with distribution uniformity preventing overspray or run off that causes overland flow.

5. A regular maintenance schedule shall be submitted with the landscape Certificate of Completion consistent with Section 16.63.130 of this Chapter.

D. Obligations of Assignees or Successors.

1. All required landscaping shall be maintained for the life of the project in healthy condition, free from disease, pests, weeds, and trash.

2. Plants lost due to disease, destruction, or lifecycle shall be replaced and shall comply with all adopted standards for size, species, and irrigation. Replacement with different species is acceptable and amendment to the approved plan is not required provided that the water use is lower or remains the same as what was previously approved.

### **16.63.130 Certificate of Completion.**

Upon completion of the landscape project, but prior to occupancy or final of grading or building permits, the applicant shall submit a Certificate of Completion to RMA-Planning. The Certificate of Completion shall be consistent with the requirements of this Section and all applicable sections of the Landscape Manual.

A. Certificate of Completion – Form and Content.

1. The certificate of completion shall include: project information, certification for installation of the landscape planting and irrigation, the proposed irrigation scheduling, an irrigation audit, the proposed schedule for landscape planting and irrigation maintenance, and verification of implementing recommendations of the soils management report.

2. A copy of the approved certificate of completion form can be found in Appendix D of the Landscape Manual.

B. Signature of Certificate of Completion; as-built plans.

1. The certificate of completion shall be signed by either the signer of the planting plan, the person signing the irrigation plan, or the licensed landscape contractor who installed the landscape.



2. If significant changes were made during installation, as-built plans shall be included with the certification. As-built plans must be in conformance with Sections 16.63.060, 16.63.070, 16.63.080 and 16.63.090 of this Chapter.

#### **16.63.140 Public Education.**

The purpose of this section is to encourage reduction of excessive water use in landscaping through public education.

A. Existing landscapes installed prior to the enactment of Chapter 16.63, are encouraged to reduce water consumption through participation in the following programs. "Existing landscapes" means landscapes installed in any development in the unincorporated County of Monterey prior to the effective date of Ordinance No. \_\_\_ enacting Chapter 16.63.

1. Existing landscapes located within the Monterey Peninsula Water Management District are encouraged to participate in applicable landscape rebate programs, landscape water audit/budget analysis and/or any other available water conservation programs to the greatest extent feasible.

2. Existing landscapes located within the jurisdictional boundaries of the Pajaro Valley Water Management Agency are encouraged to participate in the Local Residential Water Conservation rebate programs to the greatest extent feasible.

3. Existing landscapes served by a Small Water System shall be consistent with the conservation measures identified in the system's Urban Water Conservation Plan.

4. Existing landscapes served by private wells in the unincorporated areas of Monterey County shall participate in the water conservation measures found within this Chapter and the Landscape Manual to the greatest extent feasible.

B. The Landscape Manual shall contain information promoting the efficient use of water in landscapes, and the benefits of doing so. The Landscape Manual shall include information to owners of new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes. Information for the available programs listed in Section 16.63.140.A shall be incorporated in the Landscape Manual to encourage participation.

#### **16.63.150 Enforcement and Penalties.**

A. It shall be the duty of the Director of RMA-Planning to enforce the provisions of this Chapter. All departments, officials and public employees vested with the duty or authority to issue permits or licenses shall not issue a permit or license for uses, buildings or purposes in conflict with the provisions of this Chapter and any such permit or license issued in conflict with the provisions of this Chapter shall be null and void. The Director of RMA-Planning may delegate enforcement responsibilities to other County employees.

B. Any landscaping that is installed, constructed, altered, enlarged, converted, moved, or maintained contrary to the provisions of this Chapter, or failure to comply with any of the conditions of a permit or variance granted to implement this Chapter is declared to be unlawful and shall be subject to enforcement under Chapters 1.20 (Enforcement of Code) and 1.22 (Administrative Remedies for Code Enforcement) of the Monterey County Code. The County may, in its discretion, in addition to all other remedies, take such enforcement action as is authorized under the Monterey County Code and/or any other action authorized by law.

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

Proposed Coastal Water and Energy Efficient Landscape Ordinance – March 25, 2015 Page 15

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 on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:                      Supervisors  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Simon Salinas, Chair  
Monterey County Board of Supervisors

ATTEST:

GAIL T. BORKOWSKI  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

WENDY S. STRIMLING  
Senior Deputy County Counsel

## **ATTACHMENT 3**

### **PROPOSED MONTEREY COUNTY LANDSCAPE MANUAL – STANDARDS, GUIDELINES AND SPECIFIED PERFORMANCE REQUIREMENTS FOR LANDSCAPE WATER USE AND IRRIGATION**



# **MONTEREY COUNTY LANDSCAPE MANUAL**

Standards, Guidelines and Specified  
Performance Requirements for  
Landscape Water Use and Irrigation

Draft March 16, 2015

DRAFT

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<b>Appendix B:</b>	<b>Water Efficient Landscape Worksheet</b>
	1. Hydrozone Information Table
	2. MAWA Calculation
	3. Hydrozone/Plant Factor Calculation Worksheet
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<b>Appendix C:</b>	<b>Referenced Evapotranspiration Table</b>
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# SECTION 1 – INTRODUCTION

## A. Purpose

The *Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation* (Landscape Manual) was adopted by a separate resolution by the Monterey County Board of Supervisors and will be amended from time to time to address new requirements or technology, and to clarify and provide guidance related the County's process and procedures for landscaping. The landscape manual is specifically authorized as an informational and implementing tool in the inland and coastal landscape ordinances (County of Monterey's Ordinance Nos. \_\_\_\_ ) and Chapters 16.63 and 16.64 of the Monterey County Code. The information contained within this manual is applicable to both the inland and coastal areas of the County. Furthermore, any mention or reference to regulations set forth in the "Landscape Ordinance" within this manual means both ordinances for the coastal and inland areas.

The purpose of this manual is to provide applicants with comprehensive guidance to comply with the County's landscape requirements, including a clear explanation of specific procedures and related technical information for landscape and irrigation projects subject to the Landscape Ordinance. In addition, the manual shall serve as a tool to provide property owners a greater understanding of the importance and benefits in efficient use of water and energy in landscaping. Best management practices are identified as well as other situations that a property owner should keep in mind when designing a landscape plan (i.e. natural areas, critical habitat, flood-prone areas, etc.) even if the landscape project is exempt from any permit requirement.

## B. Appendices

Appendices have been incorporated to provide applicants with additional information and the landscape package submittal documents required to comply with the water efficiency requirements of the Landscape Ordinance.



The appendices, which may be updated periodically include:

#### *The Landscape Package Application and Submittal Form*

This form will include important project information to be completed by the applicant and contains a checklist of the required submittal documents for the landscape package. This form will be submitted to RMA-Planning as part of the landscape package.

#### *The Water Efficient Landscape Worksheet*

This worksheet will be completed by the applicant in order to demonstrate how the project is consistent with the water efficient requirements of the Landscape Ordinance. The Water Efficient Landscape Worksheet includes four components: 1) the Hydrozone Information Table used to itemize plants relative to water use, 2) the mathematical formula to be used to calculate a project's Maximum Applied Water Allowance (MAWA), which calculates the maximum water use allowed based on the landscape area and amount of water typically evaporated from soils and plants, 3) the Hydrozone/Plant Factor Calculation worksheet used to provide data needed to calculate the estimated water use, and 4) the mathematical formula used to calculate a project's Estimated Total Water Use (ETWU), performed to calculate the total amount of water used in a landscape project.

#### *Certificate of Completion*

In order to ensure the landscape planting and irrigation installation has been completed per the approved plans, the applicant will be required to submit a Certificate of Completion. As part of the Certificate of Completion, the applicant will also be required to include an irrigation audit and a regular planting and irrigation maintenance schedule.

#### *Glossary*

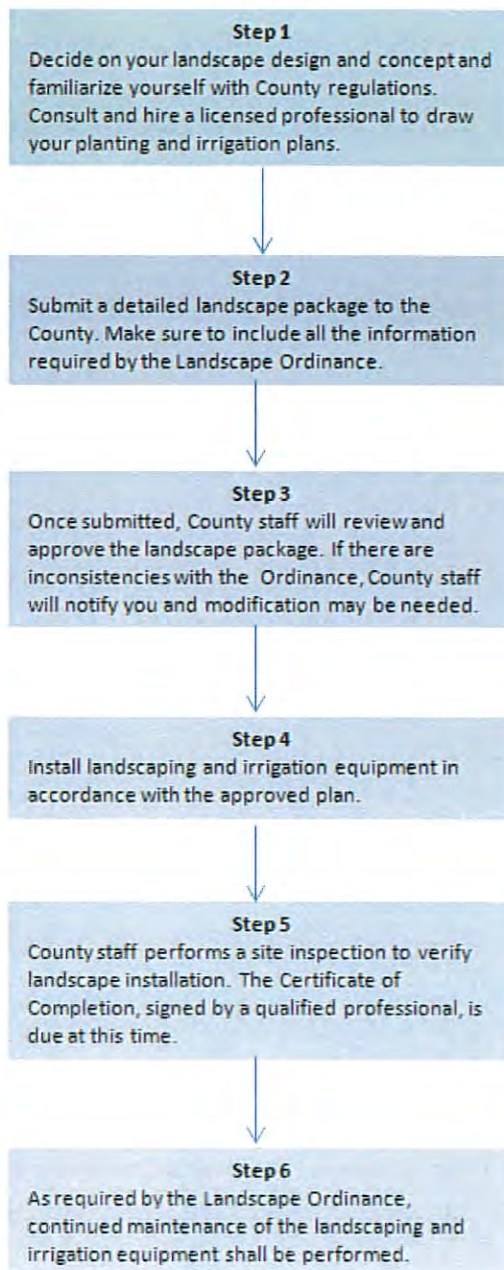
The definitions included in the Landscape Ordinance are also included in this manual.

## C. Summary of Landscape Review and Process

The information below provides a general guideline for applicants, illustrating the process for submittal, review, approval, and maintenance of landscape projects subject to the Landscape Ordinance:

### Step 1 – Landscape Design and Concept

Once you have determined that your proposed project is subject to the Landscape Ordinance (see Section 2 of this manual), certain factors should be taken into account prior to preparing a landscape design in order to address all requirements related to landscaping comprehensively. These factors may include requirements of the Landscape Ordinance, this manual, policies contained in the applicable Area or Land Use Plans, zoning and, conditions of approval for related discretionary permits for the project site, and additional requirements from other agencies. For example, water and energy conservations requirements must be aligned with fuel management and tree removal requirements. Selected plant species must be drought tolerant and invasive plants are to be avoided. Keep in mind if and how the landscape project would affect the existing environment of the site. Are there areas on



the property where landscape planting and irrigation should be avoided (flood-prone, landslide, and/or preserved natural areas)? Is the property located in an area where there is a wildlife corridor? If so, would the landscape project have a negative effect on this area or would the planted vegetation survive if the existing wildlife continuously consumed it? Are trees and shrubs spaced appropriately to allow for fire breaks?

## **Step 2 – Documents Required for Submittal**

Projects subject to the Landscape Ordinance are required to submit a detailed landscape package to RMA-Planning for review and approval prior to installation. For discretionary permits (such as a Use Permit or other entitlement), submittal of a conceptual landscape plan is required with the discretionary application followed by submittal of a detailed landscape package prior to the issuance of the related grading or building permit.

The following is a list of the required documents that will need to be included in the landscape package (please refer to the specific Section or Appendix cited for further detail and explanation):

- Landscape Application Form (see Appendix A).
- Planting Plan (see Section 4).
- Irrigation Plan (see Section 6).
- Soils Management Report (see Section 7).
- Water Efficiency Landscape Worksheet (see Section 5 and Appendix B)
- Energy efficiency information (Section 8).

## **Step 3 – Approval of the Submitted Landscape Package**

Prior to the issuance of a ministerial permit (such as a grading or building permit) or design review; the landscape package must be approved. Once the package has been reviewed by RMA-Planning, and any necessary corrections have been made by the applicant, the final landscape

and irrigation plans will be signed, stamped approved by the County, and a “Job Copy” returned to the applicant. Installation of the landscaping may not proceed until this approval is complete.

#### **Step 4 – Landscape Installation**

Landscaping and irrigation must be installed in conformance with the plans approved by RMA-Planning.

#### **Step 5 – Verification of Installation and Certificate of Completion Submittal**

Prior to granting of a “final” for any ministerial permit (such as a grading or building permit), the applicant shall submit a Certificate of Completion (see Section 10 and Appendix D) and schedule a site inspection with RMA-Planning to verify that the installed landscaping is in conformance with the approved plans. If during installation the applicant needs to modify the planting and/or irrigation beyond what can be considered consistent with what was approved, and the modification is found acceptable by the Landscape Architect/Designer of record, the applicant will be required to submit “as-built” plans to RMA-Planning along with a statement of why the modification was necessary.

#### **Step 6 – Continued Maintenance**

Landscape areas and irrigation equipment are required to be maintained in accordance with the Landscape Ordinance and this manual. As stated previously, the applicant will be required to submit a Certificate of Completion which will include information for long term maintenance of landscape planting and irrigation equipment. If the landscape and/or irrigation system is not properly maintained the project owner could be subject to a code violation by the County.



## SECTION 2 – APPLICABILITY

The Landscape Ordinance applies to landscape areas for certain project types meeting specific applicability thresholds. The landscape area of a project is considered to be all the areas on a property that are dedicated to landscaping, unless otherwise found to be exempt (see subsection D). Project types are separated into three main categories: 1) public agency projects, 2) non-residential private development projects, and 3) residential private development projects, with residential private development projects further divided into sub-categories. Although the primary focus of this manual is to explain the requirements of the Landscape Ordinance, the information provided is still be helpful for applicants with smaller landscape undertaking and exempt projects.

### A. Public Agency Projects

Public agency projects include any use or construction undertaken by public agencies (e.g., local municipalities, special districts and State agencies such as Caltrans) within any zoning district. These projects are financed and constructed by the public agency for recreation, employment, or health and safety for the community. Some examples of these types of projects include:

- Public and municipal buildings (Monterey County Government Center, Monterey County Emergency Center, Juvenile Hall), schools, libraries and hospitals (Natividad Medical Center).
- Infrastructure related to transportation such as the construction and maintenance of roads, bridges, and bikeways.
- Public outdoor spaces such as parks, public squares, and parking lots.

The applicability development thresholds that trigger the requirement to comply with the Landscape Ordinance for public agency projects are:

- The construction of a new building where the new landscaped area is 2,500 square feet or more and where the project requires a grading permit, building permit, or design review.
- New landscape areas that are 2,500 square feet or more not associated with any new buildings but require a grading permit, building permit, or design review.
- Rehabilitated landscape projects that 1) require a grading permit, building permit, or design review; 2) consist of a modified landscape area of 2,500 square feet or more; *and* 3) the new landscaping is at least 50% of the existing landscaped area.

## **B. Private Development Projects – Non-Residential**

Non-residential private development projects include any use or construction undertaken by private citizens for non-residential type uses in commercial, industrial, and agricultural zoning districts. This development is typically privately funded and results in some personal or economical benefit to the owner or applicant. Some examples of these projects include:

- Commercial developments consistent with commercial designated zoning districts such as retail stores, convenience markets, restaurants, hotels and motels, and service centers.
- Industrial developments consistent with industrial designated zoning districts such as warehouses, contractor storage yards, manufacturing facilities, and processing plants.
- Developments consistent with agricultural zoning districts such as agricultural support facilities, agricultural processing plants, farm equipment storage facilities, fertilizer plants and yards, and trucking operations and facilities.
- Mixed use developments such as projects that include both commercial and residential uses on one project site.

The applicability development thresholds for private development projects consisting of non-residential uses are:

- Construction of a new building with a new landscaped area of 2,500 square feet or more and where the project requires a grading permit, building permit, or design review.

- New landscape areas that are 2,500 square feet or more not associated with any new buildings but require a grading permit, building permit, or design review.
- Rehabilitated landscape projects that 1) require a grading permit, building permit, or design review; 2) consist of a modified landscape area of 2,500 square feet or more; *and* 3) the new landscaping is at least 50% of the existing landscaped area.

## **C. Private Development Projects – Residential**

Private residential development projects are residential developments within residential zoning districts and those districts which allow residential uses. This category of projects is further defined into two sub-categories: developer installed and homeowner installed.

### **1. Developer installed**

Developer installed projects are financed and undertaken by a private entity or business within a residential zoning district, or those districts which allow residential uses, where the residential units/products will be sold or leased. Some examples of these projects include:

- Single family dwellings that are speculation homes or track homes, multifamily dwellings (condos, townhomes, and apartment complexes), and residential subdivisions.

The applicability development thresholds for developer installed private development projects consisting of residential uses are:

- Construction of a new building(s) with new landscape area(s) of 2,500 square feet or more and where the project requires a grading permit, building permit, or design review. This includes single family home developments in which the combined area of multiple or individual yards totals at least the threshold amount.
- New landscape areas that are 2,500 square feet or more not associated with any new buildings but require a grading permit, building permit, or design review.

Rehabilitated landscape projects that 1) require a grading permit, building permit, or design review; 2) consist of a modified landscape area of 2,500 square feet or more; *and* 3) the new landscaping is at least 50% of the existing landscaped area.

## **2. Homeowner installed**

Homeowner installed projects are individual single family homes within a residential zoning district, or those districts which allow residential uses, where the project is financed and undertaken by the owner of the property. Some examples of these projects include:

- Single family dwellings, accessory dwelling units, and accessory structures where the owner resides on the property or rents or leases the property to another individual/family.

The applicability development thresholds for homeowner installed private development projects consisting of residential uses are:

- Construction of a new building(s) with a new landscape area(s) 5,000 square feet or more and require a grading permit, building permit, or design review;
- New landscape areas that are 5,000 square feet or more not associated with any new buildings but require a grading permit, building permit, or design review.
- Rehabilitated landscape projects that 1) require a grading permit, building permit, or design review; 2) consist of a modified landscape area of 5,000 square feet or more; *and* 3) the new landscaping is at least 50% of the existing landscaped area.

## **D. Exempt Landscaping**

Projects exempt from the requirements of the Landscape Ordinance include:

- Landscaping projects on registered local, state, or federal historical sites;



- Ecological restoration projects (e.g. sites altered to establish a defined, indigenous, historic ecosystem) with no permanent irrigation system;
- Mined-land reclamation projects (surface mining operations with an approved reclamation plan) with no irrigation system;
- Plant collections, as part of botanical gardens and arboretums open to the public;
- Agricultural cultivation activities;
- Construction of structures that do not include changes in existing landscape;
- Changes in use of an existing structure with no changes to landscaping;
- Private edible plant gardens and/or orchards for personal and individual consumption;
- Construction of wetlands or areas that are not irrigated and used solely for on-site wastewater treatment;
- New, existing or rehabilitated stormwater quality projects that are not irrigated and used solely for the purpose of improving runoff quality and/or retaining runoff for onsite infiltration;
- Natural areas including, but not limited to: open space, native vegetative areas, and hardscapes with no permanent irrigation system;
- Erosion control activities with no permanent irrigation system such as hydroseeding; and
- Existing cemeteries.

## **E. Other Landscape Regulations**

In addition to the Water and Energy Efficient Landscape Ordinance, there are additional County water conservation regulations that relate to landscaping such as Monterey County Code (Chapters 18.44 and 18.50) and the Monterey County Coastal Implementation Plans (Parts 2 through 5). Additional regulations related to water use are also enforced by the Monterey County Water Resources Agency, the Monterey Peninsula Water Management District, and the Marina Coast Water District for projects located within their jurisdictional areas.

Projects exempt from the Landscape Ordinance may still be subject to these additional regulations which would require submittal of a landscape and irrigation plan to either the County or other

agency. Many of these regulations call for the use of drought tolerant plants, native plants, and the use of and low precipitation sprinkler heads, bubblers, drip irrigation system and timing devices as part of the exterior landscape. Furthermore, existing County policies generally encourage the use of native plants, fire resistant plants and the eradication of invasive plant species.

## **1. Monterey County Code Chapter 18.44**

Monterey County Code Chapter (MCC) 18.44 requires new construction, served by the California American Water Service Company, to incorporate low water use or native plants and low water use irrigation systems as part of the landscape design. Discretionary permits for projects in these areas are typically conditioned to require the submittal of landscape and irrigation plans to be reviewed and approved before the issuance of building permits. Then, prior to final of the building permit, County staff will verify that the landscaping and irrigation equipment was installed in accordance to the approved plans.

## **2. Monterey County Code Chapter 18.50**

Similar to Monterey County Code Chapter (MCC) 18.44, MCC 18.50 also requires new construction to incorporate low water use or native plants and low water use irrigation systems as part of the landscape design. However, MCC 18.50 is only applicable to property located within the Greater Salinas, Toro, and Greater Monterey Peninsula planning areas as well as a portion of the North County Planning Area (including the Coastal Zone). Discretionary permits for projects in these areas are typically conditioned to require the submittal of landscape and irrigation plans to be reviewed and approved before the issuance of building permits. Then, prior to final of the building permit, County staff will verify that the landscaping and irrigation equipment was installed in accordance to the approved plans.

### **3. Monterey County Coastal Implementation Plans Parts 2-5**

The North County, Big Sur, Carmel Area, and the Del Monte Forest Coastal Implementation Plans include policies that address water conservation relative to landscaping. Similar to other regulations described above, the 1982 General Plan, and state law; water conservation techniques in the coastal zone include planting using low water use (or drought tolerant) vegetation, water efficient irrigation systems, and incorporating recycled water where feasible. Discretionary permits for projects in these areas are typically conditioned to require the submittal of landscape and irrigation plans. The landscape and irrigation plans are reviewed and approved by RMA-Planning before the issuance of building permits. Then, prior to final of the building permit, County staff is required to verify that the landscaping and irrigation equipment was installed in accordance to the approved plans.

### **4. Monterey County Water Resources Agency**

The Monterey County Water Resources Agency adopted Ordinance No. 3932, addressing water efficiency in landscaping through the use of drought tolerant planting, encouraging the use of non-potable water for landscape irrigation, and limiting the use of turf grass.

### **5. Monterey Peninsula Water Management District and the Marina Coast Water District**

There are areas within unincorporated Monterey County that are located within the Monterey Peninsula Water Management District (MPWMD) or the Marina Coast Water District (MCWD) and therefore are subject to their regulations. MPWMD Rule 142, Water Efficiency Standards, requires landscaping to be consistent with the State Model Water Efficient Landscape Ordinance. In addition, MCWD Ordinance No. 40 and Section 3.36.030S.2, Water Conservation, of the District code requires new construction to conform to the requirements of the State Model Water Efficient Landscape Ordinance.

## **SECTION 3 – LANDSCAPE PACKAGE**

### **A. General Requirements**

Projects subject to the Landscape Ordinance are required to submit a Landscape Package to RMA-Planning. The Director of RMA-Planning will approve the package once staff has verified that the proposed project complies with the provisions of the Landscape Ordinance, Landscape Manual, other applicable provisions or codes, as well as the conditions of approval for any applicable land use permit or other discretionary approval related to the specific project.

### **B. Submittal Requirements**

A complete Landscape Package includes the following components which are described in more detail in the referenced sections of this manual:

- Landscape Package Application and Submittal Form (see Appendix A) containing the following information:
  - Project Applicant/Property Owner and contact information
  - Project Address, Assessor's Parcel Number, and vicinity map
- Planting Plan (see Section 4)
- Irrigation Plan (see Section 6)
- Water Efficient Landscape Worksheet including water budget calculations for Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) (see Section 5 and Appendix B)
- Soil Management Report (see Section 7)

# **SECTION 4 – PLANTING PLAN REQUIREMENTS**

The planting plan is a site plan that depicts the existing and proposed conditions of the landscape area. The plan shows the locations of all proposed planting areas, identifies the species and sizes of the plant materials to be installed, and depicts existing vegetation to be retained and/or removed. If existing trees are to be removed, such removal must be in conformance with County tree removal requirements and any required tree removal permits must be obtained before tree removal takes place. In addition, the planting must be in conformance with Fuel Management/Fire Hazard requirements of the adopted California Fire Code and Section 18.09 (Fire Code) of the Monterey County Code.

Planting plans are required to be prepared by a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape and will be used in conjunction with approved irrigation plans, as the final landscape construction plans for the project.

## **A. General Requirements and Contents of the Planting Plan**

The planting plan, drawn at a scale that is clearly legible, will need to include the following information:

- Project Information:
  - Project Applicant/Property Owner and contact information
  - Project Address, Assessor's Parcel Number, and vicinity map
  - Total square feet of the landscape area (new and existing )
  - Project type (e.g., new, rehabilitated, public, private, residential)
  - Water supply for the project. Identify the water purveyor if the applicant is not served by a private well and location of connection point,



- North arrow and scale.
- Existing conditions such as grades, existing vegetation including trees, property lines, right-of-ways, drainage easements, utilities and utility easements, streets, driveways, walkways, and other paved areas (pervious and/or impervious).
- Existing improvements located on the site including all buildings and structures that are to remain.
- Any proposed new structures such as buildings, accessory buildings, fences, and decks.
- Existing Onsite Wastewater Treatment System (OWTS) and future OWTS replacement areas.
- Stormwater control treatment measures.
- All hydrozones depicted as low, moderate, or high and each hydrozone identified by number, letter, or other method.
- Any required Fuel Management/Fire Hazard zones.
- Natural features to remain, including rock outcroppings, existing native and ornamental trees, shrubs, etc.
- Any proposed outdoor elements such as platforms, planting areas, recreational areas/features, walkways, patios, walls, and water features.
- Any parking areas that include existing or proposed landscaping.
- Other landscape design features listed within subsequent subsection D.
- Verification. Landscape plans shall contain the following statement: ***“I \_\_\_\_\_ certify that this landscaping plan complies with all Monterey County landscaping requirements including, but not limited to, the use of native drought tolerant, non-invasive species, and limited turf”*** which shall be signed by a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. This verification is required to ensure that the licensed professional who prepared the plans is certifying that the plans comply with the County’s requirements.

## **B. Planting Areas and Palette**

### **1. Planting Areas**

Planting areas need to be depicted accurately on the planting plan and must identify the different plant types by utilizing a plant symbol and labeling system and a key or legend listing each plant used and its corresponding symbol. The applicant must also include information relative to the plants such as: plant species name (both scientific and common), container size (e.g., 1 gallon, 5 gallon, etc.), quantity of each plant type used, and the spacing needed for planting (e.g., plant at 3 feet on center). The planting plans must also include information on the existing vegetation of the site which should be shown clearly and quantified (in square feet). In order to gain a full understanding of the landscape project, areas where existing vegetation is to remain, areas that require new irrigation or where existing irrigation that will remain in place, and areas where existing vegetation will be removed should be clearly depicted on the plans with a corresponding note or table indicating their size in square footage. Proposed turf areas must be accurately depicted and the square footage indicated to document that the amount is under the threshold limitations. Trees to be removed must be clearly and accurately represented in conformance with requirements of any tree removal permit that will need to be issued.

Landscape areas that are exempt from the Landscape Ordinance (see Section 16.63.030.C of the coastal Landscape Ordinance, Section 16.64.030.C of the inland Landscape Ordinance and Section 2.D of this manual) should be clearly delineated. Examples of these include areas dedicated permanently and solely to edible plants, areas on the property to remain natural, and any other vegetated areas that do not have a permanent irrigation system. When designing the landscape, the applicant must also keep in mind that plants with similar water use needs are required to be grouped together in distinct hydrozones (see Section 5.C of this manual) and the mix of high and low water use plants is generally prohibited. In terms of energy efficiency, plant type and location should also be selected to avoid obstructing passive solar energy systems. In addition, planting that must meet fuel management/fire hazard requirements should be clearly noted as such.

## 2. Planting Palette

Selected plants used in landscape areas should generally be drought tolerant with emphasis on native and/or native compatible species when appropriate. Limiting high water use plants to special design areas of the landscape, such as entrances, courtyards, and Low Impact Development<sup>1</sup> (LID) areas is recommended. Plants should be carefully selected, giving attention to the survivability rate in your area and disease and pest resistance. This will keep costs and maintenance down as it limits the need to replant and add supplemental fertilizers. Turf uses a significant amount of water and should only be used for specific functional areas (playing areas, etc.) that require turf. The ordinance limits turf to either 20% of the landscape area or up to 1,500 square feet (whichever is lower) unless the turf area is designated as a Special Landscape Area and is solely dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface. However, in typical landscaped areas, avoiding the use of turf altogether or limiting it to an amount much less than the maximum allowed is strongly encouraged. In addition to turf square footage limitation, the Landscape Ordinance prohibits planting turf in areas with slopes that exceed 10%, areas that are eight feet wide or less, and on street medians, traffic islands, planter strips, or bulb-outs. These requirements reflect the concept of only using turf when it is required for a specific function. The use of drought tolerant shrubs and groundcovers instead of turf is strongly encouraged.

The use of invasive plants is strictly prohibited and the eradication of these species in the existing landscape is highly encouraged. Invasive plants have become a significant problem in both ornamental and natural landscapes. Incorporating eradication into new landscape projects and ongoing maintenance will help limit their spread.

Appropriate plant spacing must be carefully considered based upon their specific adaptability of the plant to the climatic, geologic, and topographical conditions of the project site. In addition,

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<sup>1</sup> LID is an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to adhere to these principles such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements.



careful attention must be given to incorporating fire safe landscaping and fuel management requirements into a proposed landscape. If a project requires fuel management due to its location in a fire hazard area, proper plant selection is critical. Section 9 of this manual guidance related to this issue.

### **3. Onsite Wastewater Treatment Systems and Repair Areas**

Areas with installed Onsite Wastewater Treatment Systems (OWTS) or repair areas for future OWTS shall be maintained/planted to provide the best outcome for the wastewater treatment system. Landscaping the OWTS system will prevent erosion of the soils cover over the drain field. Additionally, plants aid in the function of the system by optimizing oxygen exchange and promoting necessary soil moisture removal through transpiration. For ease of maintenance, plants in this area should be shallow rooted herbaceous plants that are well adapted to normal rainfall amounts for the area. Consequently, plants that have aggressive, woody, water-loving, deep roots can potentially clog or disrupt the pipes in the system, causing serious damage that can be very expensive. Additionally, the use of landscaping plastics is not allowed over areas with installed OWTS drain field(s). Alternatively, landscaping fabrics that allow moisture and oxygen transfer are acceptable.

## **C. Grading, Soil Amendments, and Mulching**

When conceptualizing the required grading for a landscaping project, the design shall incorporate techniques that minimize soil erosion, artificial manipulation of natural topography, runoff, and water waste. In order to demonstrate this, grading information shall be depicted on the plans and include the height of graded slopes, drainage patterns, pad elevations, and finished elevations. It is recommended that the natural topography of the site shall be retained wherever feasible such that all irrigation and normal rainfall remain within the property lines and avoid disruption of natural drainage patterns. In addition, the planting plan should clearly denote (either as notes and/or details and specifications, whichever is appropriate) all soil amendments consistent with the recommendations of the soil management report (see Section 7).

## **D. Other Landscape Design Features**

In addition to planting, landscapes typically incorporate the use of other design features for aesthetic and/or multi-functional purposes such as:

- Water features such as fountains, spas, ponds, etc.
- Ornamental features such as windmills, statuary, monuments, public art, flagpoles, etc.
- Stormwater management facilities and Low Impact Development that control runoff and increase on-site retention and infiltration into the landscape design, such as vegetated filter strips, bio-filtration and bio-retention facilities, swales, infiltration basins, etc.
- Rain harvesting or catchment technologies such as rain gardens, cisterns, etc.
- Energy efficient landscape techniques (see Section 8).
- Landscape planting located within parking areas or lots.

These features should also be depicted on the planting plans. For those areas that are not subject to water budget calculations, a note of explanation must be included.

## **E. Landscape Maintenance Schedule**

The regular maintenance of landscape planting promotes plant health, ensures water use efficiency, and lowers costs to the owner. The Landscape Ordinance requires submittal of a regular maintenance schedule with a Certificate of Completion (see Section 9) and at a minimum, should include the following:

- Routine inspection of planting areas and individual plants to remove dead vegetation and adjust fertilization, watering, etc.
- Aerating and dethatching turf areas.
- Replenishing mulch as needed.
- Fertilizing, pruning and weeding in all landscape areas.

# **SECTION 5 – WATER EFFICIENT LANDSCAPE REQUIREMENTS**

The water efficient landscape requirements are a key component to the overall landscape design and strict adherence can be achieved by incorporating water management practices and water waste prevention through planting and irrigation design. When designing a planting plan, the effective use of hydrozones is critical. Strategic placement and groupings of plants in each area will not only reduce the need for water use, but also result in minimizing costs for maintenance and upkeep of the landscape.

In order for the County to determine if a project complies with the Landscape Ordinance (applicable state laws), a series of calculations will need to be prepared and submitted by the applicant. First, the maximum water allowance for a site must be established. This is done by setting the Maximum Applied Water Allowance (MAWA) limit for water use (see subsection B below). Once that is established, the estimated total water use (ETWU) for the proposed landscaping is calculated, using the water use information included the Hydrozone Table. If the amount of water calculated from the ETWU is lower than the amount of water calculated from the MAWA, it is assumed that the landscape project has reduced its water use to the lowest amount practical. This section will walk through each step in determining if the landscape project is water efficient.

## **A. Water Budget Calculations – Water Efficient Landscape Worksheet**

In order to document a project's efficient use of water use, the applicant is required to submit a Water Efficient Landscape Worksheet (see Appendix B) to the County as part of the Landscape Package. The worksheet includes the calculation of a project site's MAWA, the proposed planting's water use depicted in a Hydrozone Table, and the project's ETWU.

## B. Establishing the MAWA

The calculation of the Maximum Applied Water Allowance (MAWA) is used to determine the maximum amount of the annual applied water that can be used to irrigate the landscape area. The MAWA is determined by multiplying the annual evapotranspiration or ETo value (the annual amount of water evaporated from the earth and the water lost through plants) by the total landscape area. ETo values vary between regions and areas due to differences in climate. Therefore, to determine a project site's ETo value, a Referenced Evapotranspiration Table has been included as Appendix C of this manual. The following equation is used to determine the MAWA and the calculation will be submitted with the landscape package as a worksheet.

$$\text{MAWA} = (\text{ETo})(0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

### Where:

<b>MAWA</b>	= Maximum Applied Water Allowance (gallons per year)
<b>ETo</b>	= Reference Evapotranspiration from Appendix B.2 of this manual (inches per year)
<b>0.7</b>	= ET Adjustment Factor or ETAF (except for special landscape areas, a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency)
<b>LA</b>	= Square feet of the total landscaped area (including Special Landscape Area)
<b>0.62</b>	= Conversion factor (to gallons per square foot)
<b>SLA</b>	= Square feet of the Special Landscape Area (area of the landscape irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface)
<b>0.3</b>	= The additional ET Adjustment Factor/water allowance for Special Landscape Area ( $1.0 - 0.7 = 0.3$ )

**Example 1.** Isabel has a landscape project (2,500 square feet total) in the Central Salinas Valley planning area, located near Arroyo Seco. She intends on planting low and moderate use plants but does not wish to include planting that can be considered as a Special Landscape Area (SLA). The MAWA calculation would be performed as follows:

$$\text{MAWA} = (\text{ETo})(0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

$$\text{MAWA} = (52.6)(0.62)[1,750 + 0]$$

$$\text{MAWA} = (32.61)(1,750)$$

$$\text{MAWA} = 57,068 \text{ gallons per year}$$

## C. Hydrozones – Hydrozone Information Table

The proper establishment of hydrozones in a landscape improves water conservation.

Establishing hydrozones is done by grouping vegetation that requires similar water uses, as described in Example 2. This allows the amount of water needed to irrigate the plants to be used efficiently. Proper design of hydrozones will also allow applicants to take advantage of microclimates on the specific site; planting vegetation that will tolerate heat and wind can be placed closer to the street while more sensitive plants placed in shaded areas closer to structures where they are more protected. Once the applicant has determined the distinct hydrozones, they will then need to make the appropriate plant selection. In order to do this, the applicant will have to determine what the general water use is for each plant selected. The plant water use shall be determined using the Water Use Classification of Landscape Species guide or WUCOLS (see Appendix E, Glossary).

**Example 2.** Isabel decides to place three different plants in one hydrozone: *Anigozanthos flavidus* (kangaroo paw), *hypericum olympicum* (Olympic hypericum), and *leucanthemum X superbum* (Shasta Daisy). Using the Species Evaluation List (1999) found in the WUCOLS to determine water use, she found that both Kangaroo paw and Olympic hypericum are listed as low water use plants but the Shasta Daisy is listed as a moderate use plant. Therefore, the hydrozone for this planting would be identified as a moderate water use area.



When designing the landscape and identifying the placement of hydrozones, the applicant will also need to consider the specific requirements of the Landscape Ordinance, such as:

- The surface area of water features shall be classified as a high water use hydrozone area.
- Low and moderate water use plants can be mixed, but the entire hydrozone shall be classified as moderate water use (as shown in Example 2.).
- High water use plants cannot be mixed with low or moderate water use plants.
- Temporarily irrigated areas are classified as a low water use hydrozones.
- Special Landscape Areas using recycled water are classified as low water use hydrozone.

### Hydrozone Information Table.

Not only does the landscape ordinance require landscapes to be designed utilizing hydrozones, it also requires applicants to take the hydrozone data and place it into a Hydrozone Information Table (see Appendix B) . For each hydrozone listed, the applicant must list the plant type and/or water feature, the irrigation method used, the square footage of the hydrozone, and the percentage of the total landscape area of the project that the hydrozone represents. This table will be used to calculate ETWU in Section D.3.

**Example 3.** After careful thought, Isabel decides to plant the Kangaroo paw and Olympic hypericum in one 1,800 square foot hydrozone and the Shasta Daisy in a different 700 square foot hydrozone. This information would be shown in the Hydrozone Information Table as follows:

Hydrozone	Zone or Value	Irrigation Method	Areas (sq. ft.)	% of Landscape Area
1	Low	Bubbler	1,800	72%
2	Moderate	Drip	700	28%
Total				100%

## D. Calculating the Estimated Total Water Use

The estimated total water use (ETWU) is calculated using the hydrozone information from previous Section C, plant factor range, and plant factor.

### 1. Plant Factor Range

The plant factor is the estimated amount of water needed by plants. This is determined by first identifying the plant factor range established by WUCOLS. The table below represents the Plant Factor Range:

Plant Factor Range Table	
Very Low Water Use	< 0.1
Low Water Use	0.1 to 0.3
Moderate Water Use	0.4 to 0.6
High Water Use	0.7 to 1.0

**Example 4.** Now that Isabel has decided what and where she would like to plant, she must then determine their water use based on the Species Evaluation List (1999) found in the WUCOLS. Both Kangaroo paw and Olympic hypericum are listed as low water use plants and the Shasta Daisy is listed as a moderate use plant. Utilizing the Plant Factor Range table, the low water use plants would fall into the range of 0.1 to 0.3 and the moderate water use plant would fall in the 0.4 to 0.6 range.

## 2. Plant Factor

The plant factor range(s) used to determine the plant factor. The typical practice for selecting the plant factor uses the mid value of the given range (e.g., the plant factor range for low water use plants is 0.1 to 0.3; therefore, the mid value would be 0.2). In order to assist applicants with calculating the total plant factor for the proposed landscaping, especially those that may have a wider range of plants, the County has provided an additional worksheet: the Hydrozone/Plant Factor Calculation worksheet found in Appendix B. The data found in the Hydrozone Information Table and the determined plant factor range will be needed to complete the Hydrozone/Plant Factor Calculation worksheet as shown below.

**Example 5.** Based on the Hydrozone Information Table in Example 3 and using the mid-value given for each respective hydrozone identified in Example 4, the completed Hydrozone/Plant Factor Calculation worksheet would be as follows:

Hydrozone	Zone or Value	Plant Factor (PF)	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
1	Low	0.2	1,800	360 sq. ft.
2	Moderate	0.5	700	350 sq. ft.
			Sum	710 sq. ft.
N/A	SLA	N/A	0	0

## 3. Calculating the Estimated Total Water Use (ETWU)

The calculation of the ETWU is used to determine the total amount of water required for the landscape area. The formula below uses data from previous sections and variables for the specific landscape site.



$$ETWU = (ET_o)(0.62) \left[ \frac{PF \times HA}{IE} + SLA \right]$$

**Where:**

ETWU = Estimated Total Water Use per year (gallons)

ET<sub>o</sub> = Reference Evapotranspiration from Appendix C of this manual  
(inches)

PF = Plant Factor from WUCOLS or Hydrozone/Plant Factor Calculation worksheet (Appendix B)

HA = Square feet of Hydrozone Area from Hydrozone/Plant Factor Calculation worksheet (Appendix B)

0.62 = Conversion factor (to gallons per square foot)

SLA = Square feet of the portion of the landscape area identified as Special Landscape Area (areas of the landscape irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface)

IE = Irrigation Efficiency (minimum 0.71)

**Example 6.** Based on the data found in the Hydrozone/Plant Factor Calculation worksheet in Example 5 and the known ET<sub>o</sub> factor for the project area, calculation of the ETWU can be performed as follows:

$$ETWU = (ET_o)(0.62) \left[ \frac{(PF \times LA)}{(IE)} + SLA \right]$$

$$ETWU = (52.6)(0.62) \left[ \frac{(710/.71)}{+ 0} \right]$$

$$ETWU = (32.61)(1,000)$$

$$ETWU = 32,610 \text{ gallons per year}$$

## E. Determining if the Proposed Landscaping Project is Water Efficient

If the calculated ETWU is less than the established MAWA, the project is considered to be water efficient.

*Example 7. Based on the information below, Isabel's landscape project is assumed to be water efficient.*

MAWA limit from Example 1 = 57,068 gallons per year

ETWU from Example 6 = 32,610 gallons per year

ETWU is below the MAWA by 24,458 gallons per year

## SECTION 6 – IRRIGATION REQUIREMENTS

For the efficient use of water, an automated irrigation system must be designed to meet all the requirements listed in this section and the equipment manufacturer's recommendations. The irrigation system and its related components must be planned and designed to allow for proper installation and maintenance. Consistent with the requirements of the Landscape Ordinance, irrigation plans will need to be prepared by a licensed landscape architect, a licensed landscape contractor, a certified irrigation designer, or any other person authorized to design a landscape and will be used in conjunction with approved planting plans, as the final landscape construction plans for the project. The irrigation plan is typically a site plan prepared to depict the locations of the irrigation system equipment. In order to provide applicants with a simplistic format, the information to be included in the irrigation plan has been broken up into four separate content sections: general contents and requirements; system standards; irrigation design standards; and irrigation scheduling and maintenance.

### A. General Contents and Requirements

The irrigation plan, drawn at a clear and legible scale, should include the following information:

- Location and size of water meters for landscape planting.
- Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators and backflow prevention devices.
- Static water pressure at the point of connection to the public water supply.
- Flow rate (gallons per minute), application rate (inches per hour) and design operating pressure (pressure per square inch) for each station.
- Any recycled water irrigations systems.
- Verification. Irrigation plans shall contain the following statement: ***"I \_\_\_\_\_ certify that this irrigation plan complies with all Monterey County landscaping requirements including, but not limited to, the use of low flow and water conserving***

*irrigation fixtures*” which shall be signed by a licensed landscape architect, licensed landscape contractor, a certified irrigation designer, or any other person authorized to design an irrigation plan.

## **B. Irrigation System Standards**

In order to ensure irrigation systems use water efficiently, the Landscape Ordinance requires applicants to incorporate certain standards within the design of their system. The irrigation system should integrate specific structural components that have been identified to meet these standards. The following is a list of those components:

### **1. Irrigation Efficiency**

- The irrigation system is required to be designed to ensure that the dynamic pressure at each emission device is within the manufacturer’s recommendation pressure range for optimal performance. For the purpose of determining ETWU, average irrigation efficiency is assumed to be 0.71. Therefore, irrigation systems shall be designed, maintained, and managed to meet or exceed an average landscape irrigation efficiency of 0.71.
- Pressure regulation and/or booster pumps shall be installed so that all components of the irrigation system operate at the manufacturer's recommended optimal pressure.
- Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of emergency (such as a main line break) or routine repair.
- Isolation valves shall be installed at the point of connection and before each valve or valve manifold.
- Backflow prevention devices shall be provided to protect the water supply from contamination by the irrigation system.
- Point source irrigation is required where plant height at maturity will affect the uniformity of an overhead irrigation system.

## **2. Irrigation Sensors**

- In order to prevent irrigating during wet weather, weather-based self-adjusting irrigation controllers with rain sensors are required for both residential and non-residential irrigation systems.
- High flow sensors that detect and report high flow conditions created by system damage or malfunction are recommended.
- Irrigation systems with meters one and one-half (1.5) inches or greater shall have a high-flow sensor that can detect high flow conditions and have the capability to shut off the irrigation system automatically.

## **C. Irrigation Design Standards**

The actual design of an irrigation system (placement and location of irrigation system components) is just as essential as the irrigation itself when trying to achieve maximum water efficiency. Therefore, the Landscape Ordinance requires applicants to incorporate the following standards when designing irrigation systems:

### **1. Preventing Water Waste**

- All irrigation systems shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent properties, hardscapes, roadways, or structures.
- Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems. This will allow water to be distributed efficiently and prevent overflow in areas with poor water infiltration.
- Low volume irrigation, such as drip irrigation and the use of bubblers, shall be used in mulched planting areas to maximize water infiltration into the root zone.
- Sprinkler heads, rotors, and other emission devices on one valve shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations

- Sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- Narrow or irregularly shaped landscape areas, including turf less than eight (8) feet in width in any direction, shall be irrigated with subsurface irrigation or low volume irrigation technology in order to prevent water waste due to overspraying of the area.
- Overhead irrigation shall require a twenty-four (24) inch setback from any non-permeable surface that does not drain toward the landscape area.
- Slopes greater than 15% shall be irrigated with point source or other low-volume irrigation technology.
- Swing joints or other riser protection components, which allow flexibility between sprinkler heads and the irrigation system, shall be required on all risers. This will prevent large amounts of water waste by preventing the connections from breaking.
- Check valves shall be installed to prevent low-head drainage.
- Slopes greater than 25% shall not be irrigated with an irrigation system with a precipitation rate exceeding 0.75 inches per hour.

## **2. Use of Recycled Water**

- Irrigation systems shall be designed and constructed to allow the use of recycled water where such recycled water is available or may become available in the future. Landscaping using recycled water shall be considered a Special Landscape Area.
- Use of alternative landscape features that increase the capture and use of rainwater to irrigate (i.e. rain gardens, cisterns) or create opportunities for infiltration and/or onsite storage are recommended and encouraged.

## **3. Hydrozones**

- The design of the irrigation system shall conform to the hydrozones delineated on the approved planting plans. Separate valves shall be used to irrigate hydrozones with high water use plants and moderate or low water use plants



- Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions and plant materials with similar water use
- Sprinkler heads and other emission devices shall be selected based on its appropriateness for the plant type within that hydrozone. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf

## **D. Irrigation Scheduling and Maintenance**

The regular scheduling and maintenance of an irrigation system will result in efficient water use. All irrigation schedules shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health. To ensure functioning equipment, the irrigation system must be also be properly maintained. A regular maintenance schedule shall include routine inspection and the adjustment and repair of the irrigation system and its component . The irrigation schedule shall factor irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Consistent with the requirements of the Landscape Ordinance, a regular maintenance schedule shall be submitted with the landscape Certificate of Completion, and when applicable, it shall incorporate the following:

- Irrigation interval (days between irrigation).
- Irrigation run times (hours or minutes per irrigation event to avoid runoff).
- Number of cycle starts required for each irrigation event to avoid runoff.
- Amount of applied water scheduled to be applied on a monthly basis.
- Application rate setting.
- Root depth setting.
- Plant type setting.
- Slope factor setting shade factor setting.
- Irrigation uniformity or efficiency setting.

# SECTION 7 – SOILS MANAGEMENT

## REPORT REQUIREMENTS

In order to promote healthy plant growth and prevent excessive erosion and runoff, the Landscape Ordinance requires that a soil management report be completed by either the project applicant or his/her designee. The purpose of the report is to obtain an analysis of the existing soil conditions from a lab qualified to evaluate soils relative to horticulture (verses agriculture or structural integrity), resulting in recommendations of appropriate soil amendments for which then the applicant incorporates into the planting and irrigation plans.

The soils analysis can be conducted by a soils laboratory that will analyze soil as it specifically relates to horticulture. Typically, an applicant will package a soil sample and send it directly to a qualifying lab. Once the analysis is complete, the lab will then provide the applicant with an analysis report and recommendations for soils amendments based off the results of the reports.

At home soils analysis kits are also available and are relatively inexpensive. However, to be consistent with the requirements of the Landscape Ordinance, one must make sure that the test has the capability for a complete soils analysis and submit this information, along with the recommended soils amendments as part of the landscape package.

For those landscape projects that are not subject to the Landscape Ordinance, submitting for a soils analysis or the use of at home soils test kits is encouraged as it promotes a healthy and thriving garden.

Submittal of the report will be required as part of the landscape package, and the landscape architect or landscape contractor who prepared the planting and irrigation plans is required to verify that the report recommendations were used in conjunction with the preparation of those plans. Furthermore, as part of the Certificate of Completion, the applicant is required to submit documentation that the installation of landscaping was done in accordance with the report. Based



on the requirements of the landscape ordinance, the report should contain a laboratory analysis of soil samples that includes the following:

- Soil texture;
- Infiltration rates determined by laboratory test or soil texture infiltration rate table;
- Soil pH;
- Total soluble salts;
- Sodium;
- Percent of organic matter; and
- Recommendations for appropriate soil amendments.

## SECTION 8 – ENERGY EFFICIENCY

Improving energy efficiency adds to the sustainability of all residents in the County of Monterey by reducing air pollutants and greenhouse gas emissions from fossil fuels. In addition, energy efficiency also provides many benefits to the project applicant. For instance, by reducing the need for energy resources, applicants will benefit economically through lowering expenses on energy bills.

In order to promote energy efficiency in developments, the County has incorporated energy efficiency regulations within Chapter 18.12 of the Monterey County Code (Green Building Standards Code) and the Landscape Ordinance. For example, when calculating an overall building's energy efficiency budget, project applicants are required to include the energy use and conservation measures incorporated within the landscape component of building project.

The Landscape Ordinance also makes provisions for landscape lighting, requiring that it is designed for energy efficiency and utilizes one or both of the following:

- ENERGY STAR qualified hard-wired fixtures. All hard-wired lighting shall employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.
- Solar powered lighting systems.

However, due to health and safety regulations, energy light efficiency requirements are **not** applicable to:

- Exterior lighting for permanent buildings, structures, security, and signs.
- Lighting required by a health of life safety statute ordinance or regulation, including but not limited to emergency lighting.
- Lighting used in or around swimming pools, water features or other locations subject to Article 680 of Title 24, Part 3, *California Electrical Code*.

To further promote energy efficiency, the Landscape Ordinance also encourages the incorporation of additional energy efficiency measures into the landscape design. These measures/ techniques include the following:

- Use strategic shading techniques, plant selection, location and deciduous tree species in the landscape as appropriate to reduce solar heat gain in the summer and maximize passive solar warming in winter months. For example, planting of deciduous trees in front of a large window would provide shade during warmer months when the leaves are full and allow infiltration of sunlight and warmth during the autumn and winter months when the leaves fall.
- Reduce local heat island effects through planting of shade trees or installation of high-albedo (highly reflective) hardscapes.
- Select and place landscaping to provide wind protection or windbreaks.
- Use solar power and/or other renewable energy (such as wind) in the landscape design.
- Use salvaged, refurbished, renewable, local and recycled landscape and planting materials to reduce the energy requirements of new manufacture and transport.

## SECTION 9 – FUEL MANAGEMENT

There are many benefits to a well designed landscape that go beyond creating areas that are pleasing to the senses and water and energy efficient. With proper forethought, designing landscapes that incorporate fire safety and fuel management can result in the protection of structures and the immediate surrounding areas from wildfires.

The Landscape Ordinance requires landscape projects to be consistent with all applicable fire safe landscaping regulations imposed by a property's designated Fire District and/or Chapter 18.56, Wildfire Protection Standards in State Responsibility Areas, of the Monterey County Code. Property owners are encouraged to discuss their landscape concept with the appropriate Fire District and consider the following recommended fire safe methods in designing their landscape:

- Establishing a greenbelt – A greenbelt is an area of irrigated landscaping which includes fire resistant and/or retardant planting strategically located to separate structures and wildland fuels. Establishment of a greenbelt results in creating a buffer zone between structures and any surrounding vegetation, which slows or prevents the advancement of ground or surface fires.
- Eliminate "fire-ladders" – A fire ladder is an arrangement of plants that provide fuel for a fire to climb from ground covers or grasses to shrubs and up into tree tops or structures. The landscape design should increase the vertical separation of fuels which could effectively reduce and/or eliminate fire-ladders.
- Eliminate continuous fuel beds – fires can spread quickly if areas in the landscape which contain fuel (patches of vegetation) are too close or continuous. The landscape design should reduce the amount of horizontal continuity through the incorporation of hard and/or non-flammable surfaces such as bare ground, pavement, or other landscape design features.

- Maintenance of vegetation – Proper maintenance of the landscape area can reduce the fire load by removing dead branches from shrubs and trees, clearing leaf litter from the ground, and pruning lower branches to increase clearance above the ground.
- Plant selection – Incorporating fire resistant vegetation and plants with deep roots within the landscape will enhance fire protection and erosion control if a fire does occur. Furthermore, fire-prone plant materials and highly flammable mulches should be avoided. For additional information, the suggested plant list included within Appendix E of this manual contains fire resistant plants.

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## SECTION 10 – CERTIFICATE OF COMPLETION

Prior to occupancy or final of a grading or building permit, a signed landscape Certificate of Completion shall be submitted to the RMA-Planning (see Appendix D) with information and documentation that the landscape planting and irrigation has been installed in accordance with the approved plans and soils management report. If significant changes were required during installation of the landscape and irrigation system, the applicant will be required to submit “as-built” plans along with the landscape certificate of completion. In addition, the landscape architect or landscape contractor must verify that the as-built landscape plans are in accordance with the planting, irrigation, water efficiency, and energy efficiency requirements of the landscape ordinance.

The Certificate of Completion includes six parts which contains the following information:

- Project information.
- A signed statement verifying that the landscape install is consistent with the approved plans.
- An irrigation audit demonstrating that an inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule has occurred.
- An irrigation schedule that includes the parameter setting and schedule for controllers.
- A schedule of landscape and irrigation maintenance.
- Documentation verifying recommendations from the soils analysis were implemented in the landscape installation.



## SECTION 11 – PUBLIC EDUCATION

Water conservation is a high priority for the County as potable water is a precious resource and drought conditions continue to worsen. Reduction of water use in landscaping is the primary object of the Landscape Ordinance and this manual. Educating the public on design and techniques incorporated in this manual, as well as available programs that are offered; provide additional efforts in water conservation. Although strict regulations and enforcement are not included within these provisions, the hope is to achieve additional water conservation through encouragement of “doing your part” and providing available resources and programs for the public.

### **A. Monterey Peninsula Water Management District.**

Several programs for water conservation in landscaping are available through the Monterey Peninsula Water Management District (MPWMD). Landscapes located within the district maybe participate in rebate programs for turf removal, the use of cisterns, graywater and weather based irrigation controllers. Rebates for landscapes associated with non-residential uses are also available. Service providing a water use analysis and water budget is available, free of charge, for large (over three acres) irrigated landscapes, landscapes with a dedicated water meter and residential water users located within the district and are served by California American Water. In addition, information for Water-wise Landscaping Techniques and drought tolerant planting is available. To encourage water conservation for the general public in the MPWMD area, the Landscape Ordinance encourages participation in these programs to the greatest extent feasible.

For more information, you may contact MPWMD at:

5 Harris Court, Building G  
Monterey, CA 93940  
(831) 658-5601

[www.mpwmd.dst.ca.us/wdd/default.html](http://www.mpwmd.dst.ca.us/wdd/default.html)

## **B. Marina Coast Water District.**

A Water-Wise Landscape Incentive Program is available for areas served by the Marina Coast Water District (MCWD) which promotes water conservation through incentives for retrofitting inefficient irrigation equipment and turf replacement. To further reduce water use, information for Water-Wise Landscaping is also available. To encourage water conservation for the general public in the MCWD area, the Landscape Ordinance requires encourages participation in these programs to the greatest extent feasible.

For more information, you may contact MCWD at:

11 Reservation Road  
Marina, CA 93933  
(831) 384-6131  
[www.mcwd.org/conserve.html](http://www.mcwd.org/conserve.html)

## **C. Pajaro Valley Water Management Agency.**

A graywater rebate program through the Pajaro Valley Water Management Agency (PVWMA) is available for local residents within its boundaries. Information, tips and suggested resources are also available. To encourage water conservation for the general public in the PVWMA area, the Landscape Ordinance encourages participation in these programs to the greatest extent feasible.

For more information, you may contact PVWMA at:

36 Brennan Street  
Watsonville, CA 95076  
(831) 722-9292  
[www.pvwma.dst.ca.us](http://www.pvwma.dst.ca.us)

## **D. Small Water Systems.**



Small water systems (between 15 to 200 connections) located within the unincorporated areas of Monterey County are required to establish an Urban Water Conservation Plan by the Monterey County Water Resources Agency (MCWRA). This plan requires identification of water conservation goals and the measures to achieve such goals. To support attainment of these goals and further water conservation, the Landscape Ordinance requires existing landscapes in these areas to be consistent with the system's Urban Water Conservation Plan.

For more information, you may contact MCWRA at:

893 Blanco Circle  
Salinas, CA 93901  
(831) 755-4860  
[www.mcwra.co.monterey.ca.us/index.php](http://www.mcwra.co.monterey.ca.us/index.php)

## **E. Areas Served by Private Wells.**

Properties served by private wells make up the majority of land area for unincorporated Monterey County. Although these areas are large rural parcels that do not typically contain complex urban-type landscaping, participation in conserving water should be in any type of landscape. Therefore, the Landscape Ordinance encourages implementing the water conservation measures contained in the ordinance and this manual to the greatest extent feasible.

# APPENDIX A

## LANDSCAPE PACKAGE APPLICATION AND SUBMITTAL FORM



**MONTEREY COUNTY  
RESOURCE MANAGEMENT AGENCY**

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**LANDSCAPE PACKAGE APPLICATION  
AND SUBMITTAL FORM**

RMA – PLANNING  
MIKE NOVO, DIRECTOR

168 W. Alisal St. 2<sup>nd</sup> Flr.  
Salinas, CA 93901  
(831) 755-5025

[www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)

Landscape applications shall be submitted to the RMA-Planning for review and approval. The following is a checklist of materials required for submittal of your landscape package. Please feel free to contact your assigned project planner at any point in the development process regarding questions you may have about your application. Two (2) hardcopies of all materials are required. Plans shall be drawn on a sheet sized large enough to have legible fonts and lineweights. An electronic copy (pdf.) of all submitted materials is also required to be submitted on CD or flash-drive.

<b>PROJECT INFORMATION</b>		<b>PERMIT NO.</b>	
SITE ADDRESS		CITY/STATE	ZIP
NEAREST CROSS-STREET		ASSESSOR'S PARCEL NUMBER(S)	

<b>OWNER(S) INFORMATION</b>			
NAME			PHONE
MAILING ADDRESS		CITY/STATE	ZIP
FAX	EMAIL		

<b>APPLICANT INFORMATION</b>			
NAME			PHONE
MAILING ADDRESS		CITY/STATE	ZIP
FAX	EMAIL		

Submit the following information and materials in accordance with the requirement of the Water and Energy Efficient Landscape Ordinance and the Landscape Manual:			
<input type="checkbox"/>	Planting Plan	<input type="checkbox"/>	Water Budget Calculations
<input type="checkbox"/>	Irrigation Plan	<input type="checkbox"/>	A Plumbing/Irrigation Permit has been applied for.
<input type="checkbox"/>	Soils Management Report	<input type="checkbox"/>	The landscape review fee has been paid.

Owner/Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR DEPARTMENT USE ONLY		
RECEIVED BY:	DATE STAMP:	ALL THE REQUIRED MATERIAL WERE SUBMITTED: <div> <input type="checkbox"/> YES           <input type="checkbox"/> NO         </div>

# APPENDIX B

## WATER EFFICIENT LANDSCAPE WORKSHEET



**MONTEREY COUNTY  
RESOURCE MANAGEMENT AGENCY**

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**WATER EFFICIENT LANDSCAPE  
WORKSHEET**

RMA – PLANNING  
MIKE NOVO, DIRECTOR

168 W. Alisal St. 2<sup>nd</sup> Flr.  
Salinas, CA 93901  
(831) 755-5025

[www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)

## SECTION 1. HYDROZONE INFORMATION TABLE

[illegible]

MS = Micro-spray  
S = Spray  
R = Rotor  
B = Bubbler  
D = Drip  
O = Other

## 278

The project's Maximum Applied Water Allowance shall be calculated using this equation:

$$\text{MAWA} = (\text{ETo})(0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

Where:

MAWA = Maximum Applied Water Allowance (gallons per year)

ETo = Reference Evapotranspiration from Appendix C (inches per year)

0.7 = ET Adjustment Factor (ETAF)

LA = Landscaped Area includes Special Landscape Area (square feet)

0.62 = Conversion factor (to gallons per square foot)

SLA = Portion of the landscape area identified as Special Landscape Area  
(square feet)

0.3 = Additional ET Adjustment Factor for Special Landscape Area  
(1.0 – 0.7 = 0.3)

Maximum Applied Water Allowance = \_\_\_\_\_ gallons per year

Show calculations:

## SECTION C. HYDROZONE/PLANT FACTOR CALCULATION WORKSHEET



Please complete the hydrozone table(s). Use as many tables as necessary

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)	Area (HA) (square feet)	PF x HA (square feet)
			Sum	
	SLA			

## SECTION D. ESTIMATED TOTAL WATER USE (ETWU)

The project's Estimated Total Water Use is calculated using the following formula:

$$ETWU = (ET_o)(0.62) \left[ \frac{PF \times HA}{IE} + SLA \right]$$

Where:

ETWU = Estimated Total Water Use per year (gallons)

ET<sub>o</sub> = Reference Evapotranspiration from Appendix C (inches)

PF = Plant Factor from WUCOLS

HA = Hydrozone Area [high, medium, and low water use areas]  
(square feet)

0.62 = Conversion factor (to gallons per square foot)

SLA = Portion of the landscape area identified as Special Landscape Area  
(square feet)

IE = Irrigation Efficiency (minimum 0.71)

Estimated Total Water Use = \_\_\_\_\_ gallons

Show calculations:



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APPENDIX C  
REFERENCE  
EVAPOTRANSPIRATION ( $ET_o$ )  
TABLE

## REFERENCE EVAPOTRANSPIRATION (ET<sub>o</sub>) TABLE

For calculation of the MAWA and ETWU, the project applicant shall use the following annual evapotranspiration (ET<sub>o</sub>) values

Nearest City/Town	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET <sub>o</sub>
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
Salinas	1.6	1.9	2.7	3.8	4.8	4.7	5.0	4.5	4.0	2.9	1.9	1.3	39.1
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7

Sources: \* The values in this table were derived from:

- 1) California Irrigation Management Information System (CIMIS);
- 2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
- 3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922,
- 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

APPENDIX D

CERTIFICATE OF COMPLETION



**MONTEREY COUNTY  
RESOURCE MANAGEMENT AGENCY  
CERTIFICATE OF COMPLETION**

RMA – PLANNING  
MIKE NOVO, DIRECTOR  
168 W. Alisal St. 2<sup>nd</sup> Flr.  
Salinas, CA 93901  
(831) 755-5025  
[www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)

Prior to the final of grading or building permits, the applicant shall submit a Certificate of Completion to the RMA-Planning for review and approval.

**PART 1. PROJECT INFORMATION**

SITE INFORMATION		PERMIT NO.
SITE ADDRESS	CITY/STATE	ZIP
NEAREST CROSS-STREET	ASSESSOR'S PARCEL NUMBER(S)	

OWNER(S) INFORMATION		
NAME	PHONE	
MAILING ADDRESS	CITY/STATE	ZIP
FAX	EMAIL	

APPLICANT INFORMATION		
NAME	PHONE	
MAILING ADDRESS	CITY/STATE	ZIP
FAX	EMAIL	

"I/we certify that I/we have received copies of all the documents within the Landscape Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE PACKAGE**

“I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conforms to the criteria and specification of the approved Landscape Package.”

Signature*	Date	
Name and Title (print)	Telephone No.	
	Fax No.	
License or Certification No.	Email Address	
Company	Street Address	
City	State	Zip Code

\*Signer of the planting plan, signer of the irrigation plan, or the licensed contractor who installed the landscaping.

## **PART 3. IRRIGATION AUDIT**

An irrigation audit demonstrating that an inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule has occurred.

## **PART 4. IRRIGATION SCHEDULING**

Attach parameters for setting the irrigation schedule on controller per Section No. 16.61.130 of the Water and Energy Efficient Landscape Ordinance.

## **PART 5. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE**

Attached schedule of Landscape and Irrigation Maintenance per Section No. 16.61.130 of the Water and Energy Efficient Landscape Ordinance.

## **PART 6. SOIL MANAGEMENT REPORT**

Attach documentation verifying implementation of recommendation from soils analysis report per Section No. 16.61.130 of the Water and Energy Efficient Landscape Ordinance.

# APPENDIX E

## PLANT LISTS

Harmful and Invasive Plants that are Prohibited or Discouraged from Being Planted in Monterey County

Scientific Name	Common Name
<i>Acacia dealbata</i>	Acacia
<i>Acacia melanoxylon</i>	Blackwood Acacia
<i>Agerata adenophora</i>	Sticky Eupatorium
<i>Ailanthus alitissima</i> ****	Tree of Heaven
<i>Arundo donax</i>	Giant Reed
<i>Carpobrotus edulis</i>	Highway Iceplant
<i>Centaurea stoebe ssp. micranthos</i> **	Spotted Knapweed
<i>Cortaderia jubata</i>	Purple Pampas Grass, Jubata Grass
<i>Cortaderia selloana</i>	Pampas Grass
<i>Cotoneaster lacteus</i>	Cotoneaster
<i>Cotoneaster pannosus</i>	Cotoneaster
<i>Cystisus scoparius</i> ****	Scotch Broom
<i>Delairia odorata</i>	Cape Ivy
<i>Eichornia crasipes</i> ****	Water Hyacinth
<i>Elaeagnus angustifolia</i>	Russian Olive
<i>Eucalyptus globulus</i>	Blue Gum Eucalyptus
<i>Euphorbia oblongata</i> ***	Egg Leafed Spurge
<i>Genista monspessulana</i> ****	French Broom
<i>Hedera canariensis</i>	English Ivy
<i>Hedera helix</i>	Algerian Ivy
<i>Iris pseudocomus</i>	Yellow Flag Iris
<i>Linaria genistifolia ssp. dalmatica</i> **	Dalmation Toadflax
<i>Lythrum salicaria</i> **	Purple Loosetrife
<i>Maytenis boaria</i>	Mayten
<i>Mesembryanthemum crystallinum</i>	Crystalline Iceplant
<i>Myoporum laetum</i>	Myoporum
<i>Nassella tenuissima (Stipa tenuissima)</i> **	Mexican Feathergrass
<i>Onopordum acanthium</i> **	Scotch Thistle
<i>Pennisetum setaceum</i>	Green Fountain Grass
<i>Populus nigra 'Italica'</i> *	Lombardy Poplar
<i>Retama monosperma</i> **	Bridal Veil Broom
<i>Ricinis communis</i>	Castor Bean
<i>Robinia pseudoacacia</i>	Black Locust
<i>Sesbania punicea</i> **	Scarlet Wisteria
<i>Spartium junceum</i>	Spanish Broom
<i>Tamarix ramosissima</i> ***	Saltcedar
<i>Triadica (Sapium) sebifera</i>	Chinese Tallow Tree
<i>Vinca major</i>	Periwinkle

\*Prohibited by California Code of Regulation, Section 3597 in Pajaro Valley and Salinas Valley.



\*\*CDFA 'A' rated weed

\*\*\*CDFA 'B' rated weed

\*\*\*\*CDFA 'C' rated weed

Suggested Plants for Use in Landscaping in Monterey County

Scientific Name	Common Name
<i>Achillea millefolium</i>	Yarrow
<i>Achillea taygeta</i>	Moonshine' Yarrow
<i>Achillea tomentosa</i>	Woolly Yarrow
<i>Alnus rhombifolia</i>	White Alder
<i>Arbutus unedo</i>	Strawberry Tree
<i>Arctostaphylos endumdsii</i>	Woods red' Manzanita
<i>Arctostaphylos sp.</i>	Emerald Carpet' Manzanita
<i>Arctostaphylos sp.</i>	Dr. Hurd' Manzanita
<i>Arctostaphylos sp.</i>	Sunset' Manzanita
<i>Baccharis pilularis</i>	Twin Peaks' Dwarf Coyote Brush
<i>Ceanothus gloriosus</i>	Mountain Lilac
<i>Ceanothus griseus horizontalis</i>	Mountain Lilac
<i>Ceanothus sp.</i>	Frosty Blue' Mountain Lilac
<i>Ceanothus sp.</i>	Joyce Coulter' Mountain Lilac
<i>Ceanothus sp.</i>	Ray Hartman' Mountain Lilac
<i>Ceanothus sp.</i>	Snow Flurry' Mountain Lilac
<i>Ceanothus sp.</i>	Wheeler Canyon' Mountain Lilac
<i>Ceanothus sp.</i>	Yankee Point' Mountain Lilac
<i>Ceanothus sp.</i>	Point Reyes' Mountain Lilac
<i>Cercis occidentalis</i>	Western Redbud
<i>Cercocarpus betuloides</i>	Mountain Mahogany
<i>Eriogonum fasciculatum (low growing cultivars)</i>	California Buckwheat
<i>Festuca rubra</i>	Creeping Red' Red Fescue
<i>Fragaria chiloensis</i>	Wild Strawberry
<i>Garrya elliptica</i>	Evie' Coast Silktassel
<i>Hesperoyucca whipplei</i>	Yucca
<i>Heteromeles arbutifolia</i>	Toyon
<i>Heuchera maxima</i>	Coral Bells
<i>Prunus lyonii</i>	Catalina Cherry
<i>Quercus agrifolia</i>	Coast Live Oak
<i>Rhamnus californica</i>	Eve Case' Coffee Berry
<i>Rhamnus crocea</i>	Redberry
<i>Ribes viburnifolium</i>	Evergreen Currant
<i>Romneya coulteri</i>	Matilija Poppy
<i>Sedum spathulifolium</i>	Purpureum' Stonecrop



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# APPENDIX F

## GLOSSARY

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“California Invasive Plant Inventory” means the California Invasive Plant Inventory maintained by the California Invasive Plant Council.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Controller” means an automatic timing device used to remotely control valves or heads to operate an irrigation system. A weather-based controller is a controller that utilizes evapotranspiration or weather data to make adjustments to irrigation schedules. A self-adjusting irrigation controller is a controller that uses on-site sensor data (e.g., soil moisture) to adjust irrigation schedules.

“Developer Installed” means landscaping provided by a developer in conjunction with property improvements such as, but not limited to, remodels/additions, new construction, and land divisions. For the purposes of the landscape ordinance, a developer is a private entity undertaking real estate or property development resulting in the sale or lease of a residential product.

“Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Energy efficient landscape” means any new or rehabilitated landscape, public or private, that helps a project achieve a minimum 15% reduction in energy use when compared to the State’s mandatory energy efficiency standards.

“Energy efficient lighting system” means any outdoor landscape lighting system consisting of at least 90 percent ENERGY STAR qualified hard-wired fixtures, solar powered lighting, and/or systems that employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

“Estimated Total Water Use” (ETWU) means the total water used for the landscape.

“ET adjustment factor” means, except for special landscape areas, a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency. A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For the purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET Adjustment Factor is  $(0.7) = (0.5/0.71)$ .

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Hardscapes” means any durable material (pervious or impervious).

“High water use plant” mean any plant categorized as high water need by the water use classification of landscape species guide.

“Homeowner-installed” means any landscaping either installed by a private individual for a single family residence or installed by a licensed contractor hired by a homeowner. A homeowner, for purposes of the landscape ordinance, is a person who occupies the dwelling he or she owns. This excludes speculative homes, which are not owner-occupied dwellings.

“Hydrozone” means a portion of the landscaped area having plants with similar water needs *that are served by a valve or set of valves with the same schedule*. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant” means a species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. “Noxious weeds” means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are

maintained at the California Invasive Plant Inventory, USDA invasive, noxious weeds database, and the Landscape Manual.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit shall include, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.

“Irrigation meter” means a separate meter that measures the amount of water used for items such as lawns, washing exterior surfaces, washing vehicles, or filling pools.

“Landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

“Landscape area” or “landscape project” means the total dedicated landscape area on a property. Water features are included in the calculation of the landscape area. Areas dedicated to agricultural cultivation are not included. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Manual” means the manual prepared to assist applicants with the implementation of the requirements of the Water and Energy Efficient Landscape Ordinance (see Section 16.61.040.)

“Landscape package (application)” means the landscape materials required to be submitted for review and approval by the Director of the RMA-Planning Department. The landscape package shall include: project information, planting plan, irrigation plan, soils management report, and the water efficient landscape worksheet.

“Lateral Line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Licensed Professionals” includes licensed landscape architects, licensed landscape contractors,

“Local Water Purveyor” means any entity, including a public agency, city, county or private water company that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Low water use plant” means any plant categorized as low water need by the water use classification of landscape species (WUCOLS) guide.

“Main line” means the pressurized pipeline that delivers water for the water sources to the valve or outlet.

“Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Moderate water use plant” means any plant categorized as moderate water need by the water use classification of landscape species (WUCOLS) guide.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“New construction” means, for the purposes of the Water and Energy Efficient Landscape ordinance, a new public or private building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead irrigation systems” means systems that deliver water through the air (e.g., pop-ups, impulse sprinklers, spray heads, rotors, micro-sprays, etc).

“Overspray” means the irrigation water that is delivered beyond the landscape area, wetting pavements, walks, structures, or other non-landscaped areas.



“Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Plant Factor” or “plant water use factor” is a value when multiplied by ETo, estimates the total amount of water needed by plants. For purposes of the Water and Energy Efficient Landscape ordinance, the plant factor range for very low water use plants is less than 0.1, the plant factor for low water use plants is 0.1 to 0.3, the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species.”

“Planting Plan” means plans consistent with the requirements outlined in Section 16.61.060 of the Landscape Ordinance.

“Rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

“Recycled water”, “reclaimed water”, or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Recreational Area” means public areas dedicated to active play such as parks, sports fields and golf courses where turf provides a playing surface.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

“Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, and the modified landscape area is equal to or greater than 2,500 square feet, is 50% of the total landscape area.

“Run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Stormwater control facility” means a stormwater management feature intended to improve the quality of runoff leaving a site.

“Special Landscape Area” (SLA) means an area of the landscape irrigated with recycled water, water features using recycled water, and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.

“Sprinkler head” means a device which delivers water through a nozzle.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water conserving plant species” means a plant species identified as having a low plant factor.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

“Water use classification of landscape species guide” (WUCOLS) means the water use classification of landscape species guide published by the University of California Cooperative Extension, the department of water resources, and the bureau of reclamation, as it currently exists or may be amended in the future.

“Watering window” means the time of day irrigation is allowed.

“Weather-based self-adjusting irrigation controller” means a system component that uses local weather and landscape conditions to automatically adjust irrigation schedules to actual conditions on the site or historical weather data.

“Xeriscape” means a landscaping method developed especially for arid and semiarid climates that utilizes water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation) to balance hydrology at the parcel level.

## **EXHIBIT C**

**CALIFORNIAL COASTAL COMMISSION  
LETTER DATED AUGUST 7, 2014**



**CALIFORNIA COASTAL COMMISSION**

CENTRAL COAST DISTRICT OFFICE  
725 FRONT STREET, SUITE 300  
SANTA CRUZ, CA 95060  
PHONE: (831) 427-4863  
FAX: (831) 427-4877  
WEB: WWW.COASTAL.CA.GOV



August 7, 2014

Anna Quenga  
Associate Planner  
Monterey County Resource Management Agency, Planning Department  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

***Subject: Water and Energy Efficiency Landscape Ordinance***

Dear Ms. Quenga:

Coastal Commission staff has reviewed the County's draft Water and Energy Efficiency Landscape Ordinance that was developed consistent with the requirements of Assembly Bill (AB) 1881. In sum, the ordinance includes new submittal requirements for planting, irrigation, lighting, and soils plans in order to reduce water and energy consumption through landscape design techniques. The County intends to apply this ordinance countywide, as required by AB 1881. As discussed previously with County staff, we do not believe that this ordinance needs to be added to the LCP. The existing regulations in the LCP appear to adequately cover the issue of water conservation/water efficiency in landscaping without the need to add any references to this new ordinance, and the County is not precluded from applying this new ordinance in the Coastal Zone by any existing LCP regulations. That being said, Commission staff is also not opposed to adding the ordinance to the LCP if the County sees the need.

Thank you for the opportunity to provide guidance on this issue and please let us know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Katie Butler".

Katie Butler  
Coastal Planner  
Central Coast District Office



# **MONTEREY COUNTY LANDSCAPE MANUAL**

Standards, Guidelines and Specified  
Performance Requirements for  
Landscape Water Use and Irrigation

Draft March 16, 2015

DRAFT

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<b>Appendix A:</b>	<b>Landscape Package Application and Submittal Form</b>
<b>Appendix B:</b>	<b>Water Efficient Landscape Worksheet</b>
	1. Hydrozone Information Table
	2. MAWA Calculation
	3. Hydrozone/Plant Factor Calculation Worksheet
	4. ETWU Calculation and
<b>Appendix C:</b>	<b>Referenced Evapotranspiration Table</b>
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# SECTION 1 – INTRODUCTION

## A. Purpose

The *Standards, Guidelines and Specified Performance Requirements for Landscape Water Use and Irrigation* (Landscape Manual) was adopted by a separate resolution by the Monterey County Board of Supervisors and will be amended from time to time to address new requirements or technology, and to clarify and provide guidance related the County's process and procedures for landscaping. The landscape manual is specifically authorized as an informational and implementing tool in the inland and coastal landscape ordinances (County of Monterey's Ordinance Nos. \_\_\_\_ ) and Chapters 16.63 and 16.64 of the Monterey County Code. The information contained within this manual is applicable to both the inland and coastal areas of the County. Furthermore, any mention or reference to regulations set forth in the "Landscape Ordinance" within this manual means both ordinances for the coastal and inland areas.

The purpose of this manual is to provide applicants with comprehensive guidance to comply with the County's landscape requirements, including a clear explanation of specific procedures and related technical information for landscape and irrigation projects subject to the Landscape Ordinance. In addition, the manual shall serve as a tool to provide property owners a greater understanding of the importance and benefits in efficient use of water and energy in landscaping. Best management practices are identified as well as other situations that a property owner should keep in mind when designing a landscape plan (i.e. natural areas, critical habitat, flood-prone areas, etc.) even if the landscape project is exempt from any permit requirement.

## B. Appendices

Appendices have been incorporated to provide applicants with additional information and the landscape package submittal documents required to comply with the water efficiency requirements of the Landscape Ordinance.



The appendices, which may be updated periodically include:

#### *The Landscape Package Application and Submittal Form*

This form will include important project information to be completed by the applicant and contains a checklist of the required submittal documents for the landscape package. This form will be submitted to RMA-Planning as part of the landscape package.

#### *The Water Efficient Landscape Worksheet*

This worksheet will be completed by the applicant in order to demonstrate how the project is consistent with the water efficient requirements of the Landscape Ordinance. The Water Efficient Landscape Worksheet includes four components: 1) the Hydrozone Information Table used to itemize plants relative to water use, 2) the mathematical formula to be used to calculate a project's Maximum Applied Water Allowance (MAWA), which calculates the maximum water use allowed based on the landscape area and amount of water typically evaporated from soils and plants, 3) the Hydrozone/Plant Factor Calculation worksheet used to provide data needed to calculate the estimated water use, and 4) the mathematical formula used to calculate a project's Estimated Total Water Use (ETWU), performed to calculate the total amount of water used in a landscape project.

#### *Certificate of Completion*

In order to ensure the landscape planting and irrigation installation has been completed per the approved plans, the applicant will be required to submit a Certificate of Completion. As part of the Certificate of Completion, the applicant will also be required to include an irrigation audit and a regular planting and irrigation maintenance schedule.

#### *Glossary*

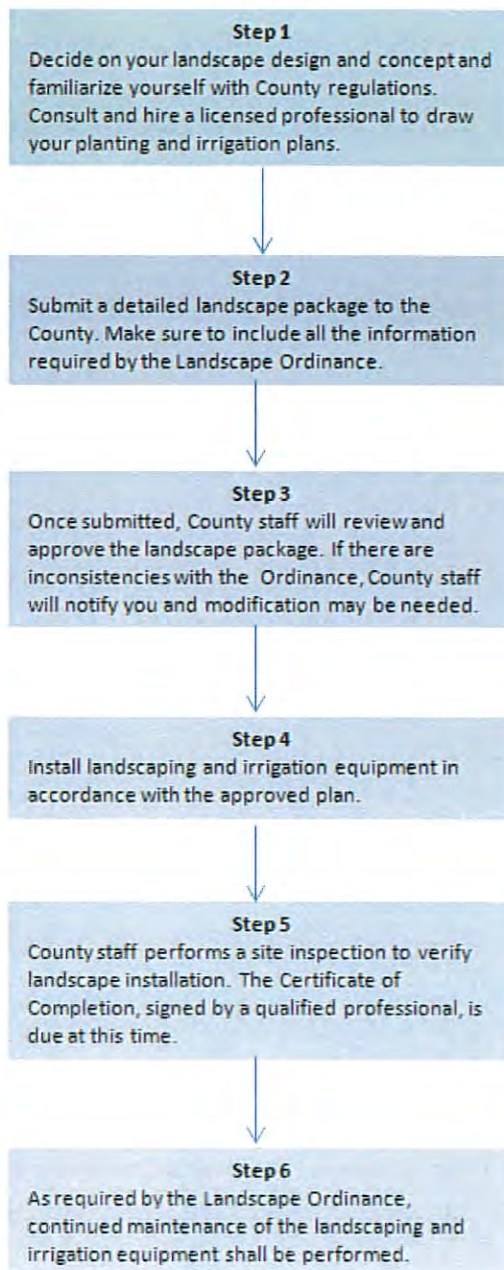
The definitions included in the Landscape Ordinance are also included in this manual.

## C. Summary of Landscape Review and Process

The information below provides a general guideline for applicants, illustrating the process for submittal, review, approval, and maintenance of landscape projects subject to the Landscape Ordinance:

### Step 1 – Landscape Design and Concept

Once you have determined that your proposed project is subject to the Landscape Ordinance (see Section 2 of this manual), certain factors should be taken into account prior to preparing a landscape design in order to address all requirements related to landscaping comprehensively. These factors may include requirements of the Landscape Ordinance, this manual, policies contained in the applicable Area or Land Use Plans, zoning and, conditions of approval for related discretionary permits for the project site, and additional requirements from other agencies. For example, water and energy conservations requirements must be aligned with fuel management and tree removal requirements. Selected plant species must be drought tolerant and invasive plants are to be avoided. Keep in mind if and how the landscape project would affect the existing environment of the site. Are there areas on





the property where landscape planting and irrigation should be avoided (flood-prone, landslide, and/or preserved natural areas)? Is the property located in an area where there is a wildlife corridor? If so, would the landscape project have a negative effect on this area or would the planted vegetation survive if the existing wildlife continuously consumed it? Are trees and shrubs spaced appropriately to allow for fire breaks?

## **Step 2 – Documents Required for Submittal**

Projects subject to the Landscape Ordinance are required to submit a detailed landscape package to RMA-Planning for review and approval prior to installation. For discretionary permits (such as a Use Permit or other entitlement), submittal of a conceptual landscape plan is required with the discretionary application followed by submittal of a detailed landscape package prior to the issuance of the related grading or building permit.

The following is a list of the required documents that will need to be included in the landscape package (please refer to the specific Section or Appendix cited for further detail and explanation):

- Landscape Application Form (see Appendix A).
- Planting Plan (see Section 4).
- Irrigation Plan (see Section 6).
- Soils Management Report (see Section 7).
- Water Efficiency Landscape Worksheet (see Section 5 and Appendix B)
- Energy efficiency information (Section 8).

## **Step 3 – Approval of the Submitted Landscape Package**

Prior to the issuance of a ministerial permit (such as a grading or building permit) or design review; the landscape package must be approved. Once the package has been reviewed by RMA-Planning, and any necessary corrections have been made by the applicant, the final landscape

and irrigation plans will be signed, stamped approved by the County, and a “Job Copy” returned to the applicant. Installation of the landscaping may not proceed until this approval is complete.

#### **Step 4 – Landscape Installation**

Landscaping and irrigation must be installed in conformance with the plans approved by RMA-Planning.

#### **Step 5 – Verification of Installation and Certificate of Completion Submittal**

Prior to granting of a “final” for any ministerial permit (such as a grading or building permit), the applicant shall submit a Certificate of Completion (see Section 10 and Appendix D) and schedule a site inspection with RMA-Planning to verify that the installed landscaping is in conformance with the approved plans. If during installation the applicant needs to modify the planting and/or irrigation beyond what can be considered consistent with what was approved, and the modification is found acceptable by the Landscape Architect/Designer of record, the applicant will be required to submit “as-built” plans to RMA-Planning along with a statement of why the modification was necessary.

#### **Step 6 – Continued Maintenance**

Landscape areas and irrigation equipment are required to be maintained in accordance with the Landscape Ordinance and this manual. As stated previously, the applicant will be required to submit a Certificate of Completion which will include information for long term maintenance of landscape planting and irrigation equipment. If the landscape and/or irrigation system is not properly maintained the project owner could be subject to a code violation by the County.

## SECTION 2 – APPLICABILITY

The Landscape Ordinance applies to landscape areas for certain project types meeting specific applicability thresholds. The landscape area of a project is considered to be all the areas on a property that are dedicated to landscaping, unless otherwise found to be exempt (see subsection D). Project types are separated into three main categories: 1) public agency projects, 2) non-residential private development projects, and 3) residential private development projects, with residential private development projects further divided into sub-categories. Although the primary focus of this manual is to explain the requirements of the Landscape Ordinance, the information provided is still be helpful for applicants with smaller landscape undertaking and exempt projects.

### A. Public Agency Projects

Public agency projects include any use or construction undertaken by public agencies (e.g., local municipalities, special districts and State agencies such as Caltrans) within any zoning district. These projects are financed and constructed by the public agency for recreation, employment, or health and safety for the community. Some examples of these types of projects include:

- Public and municipal buildings (Monterey County Government Center, Monterey County Emergency Center, Juvenile Hall), schools, libraries and hospitals (Natividad Medical Center).
- Infrastructure related to transportation such as the construction and maintenance of roads, bridges, and bikeways.
- Public outdoor spaces such as parks, public squares, and parking lots.

The applicability development thresholds that trigger the requirement to comply with the Landscape Ordinance for public agency projects are:

- The construction of a new building where the new landscaped area is 2,500 square feet or more and where the project requires a grading permit, building permit, or design review.
- New landscape areas that are 2,500 square feet or more not associated with any new buildings but require a grading permit, building permit, or design review.
- Rehabilitated landscape projects that 1) require a grading permit, building permit, or design review; 2) consist of a modified landscape area of 2,500 square feet or more; *and* 3) the new landscaping is at least 50% of the existing landscaped area.

## **B. Private Development Projects – Non-Residential**

Non-residential private development projects include any use or construction undertaken by private citizens for non-residential type uses in commercial, industrial, and agricultural zoning districts. This development is typically privately funded and results in some personal or economical benefit to the owner or applicant. Some examples of these projects include:

- Commercial developments consistent with commercial designated zoning districts such as retail stores, convenience markets, restaurants, hotels and motels, and service centers.
- Industrial developments consistent with industrial designated zoning districts such as warehouses, contractor storage yards, manufacturing facilities, and processing plants.
- Developments consistent with agricultural zoning districts such as agricultural support facilities, agricultural processing plants, farm equipment storage facilities, fertilizer plants and yards, and trucking operations and facilities.
- Mixed use developments such as projects that include both commercial and residential uses on one project site.

The applicability development thresholds for private development projects consisting of non-residential uses are:

- Construction of a new building with a new landscaped area of 2,500 square feet or more and where the project requires a grading permit, building permit, or design review.

- New landscape areas that are 2,500 square feet or more not associated with any new buildings but require a grading permit, building permit, or design review.
- Rehabilitated landscape projects that 1) require a grading permit, building permit, or design review; 2) consist of a modified landscape area of 2,500 square feet or more; *and* 3) the new landscaping is at least 50% of the existing landscaped area.

## **C. Private Development Projects – Residential**

Private residential development projects are residential developments within residential zoning districts and those districts which allow residential uses. This category of projects is further defined into two sub-categories: developer installed and homeowner installed.

### **1. Developer installed**

Developer installed projects are financed and undertaken by a private entity or business within a residential zoning district, or those districts which allow residential uses, where the residential units/products will be sold or leased. Some examples of these projects include:

- Single family dwellings that are speculation homes or track homes, multifamily dwellings (condos, townhomes, and apartment complexes), and residential subdivisions.

The applicability development thresholds for developer installed private development projects consisting of residential uses are:

- Construction of a new building(s) with new landscape area(s) of 2,500 square feet or more and where the project requires a grading permit, building permit, or design review. This includes single family home developments in which the combined area of multiple or individual yards totals at least the threshold amount.
- New landscape areas that are 2,500 square feet or more not associated with any new buildings but require a grading permit, building permit, or design review.



Rehabilitated landscape projects that 1) require a grading permit, building permit, or design review; 2) consist of a modified landscape area of 2,500 square feet or more; *and* 3) the new landscaping is at least 50% of the existing landscaped area.

## **2. Homeowner installed**

Homeowner installed projects are individual single family homes within a residential zoning district, or those districts which allow residential uses, where the project is financed and undertaken by the owner of the property. Some examples of these projects include:

- Single family dwellings, accessory dwelling units, and accessory structures where the owner resides on the property or rents or leases the property to another individual/family.

The applicability development thresholds for homeowner installed private development projects consisting of residential uses are:

- Construction of a new building(s) with a new landscape area(s) 5,000 square feet or more and require a grading permit, building permit, or design review;
- New landscape areas that are 5,000 square feet or more not associated with any new buildings but require a grading permit, building permit, or design review.
- Rehabilitated landscape projects that 1) require a grading permit, building permit, or design review; 2) consist of a modified landscape area of 5,000 square feet or more; *and* 3) the new landscaping is at least 50% of the existing landscaped area.

## **D. Exempt Landscaping**

Projects exempt from the requirements of the Landscape Ordinance include:

- Landscaping projects on registered local, state, or federal historical sites;

- Ecological restoration projects (e.g. sites altered to establish a defined, indigenous, historic ecosystem) with no permanent irrigation system;
- Mined-land reclamation projects (surface mining operations with an approved reclamation plan) with no irrigation system;
- Plant collections, as part of botanical gardens and arboretums open to the public;
- Agricultural cultivation activities;
- Construction of structures that do not include changes in existing landscape;
- Changes in use of an existing structure with no changes to landscaping;
- Private edible plant gardens and/or orchards for personal and individual consumption;
- Construction of wetlands or areas that are not irrigated and used solely for on-site wastewater treatment;
- New, existing or rehabilitated stormwater quality projects that are not irrigated and used solely for the purpose of improving runoff quality and/or retaining runoff for onsite infiltration;
- Natural areas including, but not limited to: open space, native vegetative areas, and hardscapes with no permanent irrigation system;
- Erosion control activities with no permanent irrigation system such as hydroseeding; and
- Existing cemeteries.

## **E. Other Landscape Regulations**

In addition to the Water and Energy Efficient Landscape Ordinance, there are additional County water conservation regulations that relate to landscaping such as Monterey County Code (Chapters 18.44 and 18.50) and the Monterey County Coastal Implementation Plans (Parts 2 through 5). Additional regulations related to water use are also enforced by the Monterey County Water Resources Agency, the Monterey Peninsula Water Management District, and the Marina Coast Water District for projects located within their jurisdictional areas.

Projects exempt from the Landscape Ordinance may still be subject to these additional regulations which would require submittal of a landscape and irrigation plan to either the County or other

agency. Many of these regulations call for the use of drought tolerant plants, native plants, and the use of and low precipitation sprinkler heads, bubblers, drip irrigation system and timing devices as part of the exterior landscape. Furthermore, existing County policies generally encourage the use of native plants, fire resistant plants and the eradication of invasive plant species.

## **1. Monterey County Code Chapter 18.44**

Monterey County Code Chapter (MCC) 18.44 requires new construction, served by the California American Water Service Company, to incorporate low water use or native plants and low water use irrigation systems as part of the landscape design. Discretionary permits for projects in these areas are typically conditioned to require the submittal of landscape and irrigation plans to be reviewed and approved before the issuance of building permits. Then, prior to final of the building permit, County staff will verify that the landscaping and irrigation equipment was installed in accordance to the approved plans.

## **2. Monterey County Code Chapter 18.50**

Similar to Monterey County Code Chapter (MCC) 18.44, MCC 18.50 also requires new construction to incorporate low water use or native plants and low water use irrigation systems as part of the landscape design. However, MCC 18.50 is only applicable to property located within the Greater Salinas, Toro, and Greater Monterey Peninsula planning areas as well as a portion of the North County Planning Area (including the Coastal Zone). Discretionary permits for projects in these areas are typically conditioned to require the submittal of landscape and irrigation plans to be reviewed and approved before the issuance of building permits. Then, prior to final of the building permit, County staff will verify that the landscaping and irrigation equipment was installed in accordance to the approved plans.



### **3. Monterey County Coastal Implementation Plans Parts 2-5**

The North County, Big Sur, Carmel Area, and the Del Monte Forest Coastal Implementation Plans include policies that address water conservation relative to landscaping. Similar to other regulations described above, the 1982 General Plan, and state law; water conservation techniques in the coastal zone include planting using low water use (or drought tolerant) vegetation, water efficient irrigation systems, and incorporating recycled water where feasible. Discretionary permits for projects in these areas are typically conditioned to require the submittal of landscape and irrigation plans. The landscape and irrigation plans are reviewed and approved by RMA-Planning before the issuance of building permits. Then, prior to final of the building permit, County staff is required to verify that the landscaping and irrigation equipment was installed in accordance to the approved plans.

### **4. Monterey County Water Resources Agency**

The Monterey County Water Resources Agency adopted Ordinance No. 3932, addressing water efficiency in landscaping through the use of drought tolerant planting, encouraging the use of non-potable water for landscape irrigation, and limiting the use of turf grass.

### **5. Monterey Peninsula Water Management District and the Marina Coast Water District**

There are areas within unincorporated Monterey County that are located within the Monterey Peninsula Water Management District (MPWMD) or the Marina Coast Water District (MCWD) and therefore are subject to their regulations. MPWMD Rule 142, Water Efficiency Standards, requires landscaping to be consistent with the State Model Water Efficient Landscape Ordinance. In addition, MCWD Ordinance No. 40 and Section 3.36.030S.2, Water Conservation, of the District code requires new construction to conform to the requirements of the State Model Water Efficient Landscape Ordinance.

## **SECTION 3 – LANDSCAPE PACKAGE**

### **A. General Requirements**

Projects subject to the Landscape Ordinance are required to submit a Landscape Package to RMA-Planning. The Director of RMA-Planning will approve the package once staff has verified that the proposed project complies with the provisions of the Landscape Ordinance, Landscape Manual, other applicable provisions or codes, as well as the conditions of approval for any applicable land use permit or other discretionary approval related to the specific project.

### **B. Submittal Requirements**

A complete Landscape Package includes the following components which are described in more detail in the referenced sections of this manual:

- Landscape Package Application and Submittal Form (see Appendix A) containing the following information:
  - Project Applicant/Property Owner and contact information
  - Project Address, Assessor's Parcel Number, and vicinity map
- Planting Plan (see Section 4)
- Irrigation Plan (see Section 6)
- Water Efficient Landscape Worksheet including water budget calculations for Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) (see Section 5 and Appendix B)
- Soil Management Report (see Section 7)

# **SECTION 4 – PLANTING PLAN REQUIREMENTS**

The planting plan is a site plan that depicts the existing and proposed conditions of the landscape area. The plan shows the locations of all proposed planting areas, identifies the species and sizes of the plant materials to be installed, and depicts existing vegetation to be retained and/or removed. If existing trees are to be removed, such removal must be in conformance with County tree removal requirements and any required tree removal permits must be obtained before tree removal takes place. In addition, the planting must be in conformance with Fuel Management/Fire Hazard requirements of the adopted California Fire Code and Section 18.09 (Fire Code) of the Monterey County Code.

Planting plans are required to be prepared by a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape and will be used in conjunction with approved irrigation plans, as the final landscape construction plans for the project.

## **A. General Requirements and Contents of the Planting Plan**

The planting plan, drawn at a scale that is clearly legible, will need to include the following information:

- Project Information:
  - Project Applicant/Property Owner and contact information
  - Project Address, Assessor's Parcel Number, and vicinity map
  - Total square feet of the landscape area (new and existing )
  - Project type (e.g., new, rehabilitated, public, private, residential)
  - Water supply for the project. Identify the water purveyor if the applicant is not served by a private well and location of connection point,

- North arrow and scale.
- Existing conditions such as grades, existing vegetation including trees, property lines, right-of-ways, drainage easements, utilities and utility easements, streets, driveways, walkways, and other paved areas (pervious and/or impervious).
- Existing improvements located on the site including all buildings and structures that are to remain.
- Any proposed new structures such as buildings, accessory buildings, fences, and decks.
- Existing Onsite Wastewater Treatment System (OWTS) and future OWTS replacement areas.
- Stormwater control treatment measures.
- All hydrozones depicted as low, moderate, or high and each hydrozone identified by number, letter, or other method.
- Any required Fuel Management/Fire Hazard zones.
- Natural features to remain, including rock outcroppings, existing native and ornamental trees, shrubs, etc.
- Any proposed outdoor elements such as platforms, planting areas, recreational areas/features, walkways, patios, walls, and water features.
- Any parking areas that include existing or proposed landscaping.
- Other landscape design features listed within subsequent subsection D.
- Verification. Landscape plans shall contain the following statement: ***“I \_\_\_\_\_ certify that this landscaping plan complies with all Monterey County landscaping requirements including, but not limited to, the use of native drought tolerant, non-invasive species, and limited turf”*** which shall be signed by a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. This verification is required to ensure that the licensed professional who prepared the plans is certifying that the plans comply with the County’s requirements.

## **B. Planting Areas and Palette**

### **1. Planting Areas**

Planting areas need to be depicted accurately on the planting plan and must identify the different plant types by utilizing a plant symbol and labeling system and a key or legend listing each plant used and its corresponding symbol. The applicant must also include information relative to the plants such as: plant species name (both scientific and common), container size (e.g., 1 gallon, 5 gallon, etc.), quantity of each plant type used, and the spacing needed for planting (e.g., plant at 3 feet on center). The planting plans must also include information on the existing vegetation of the site which should be shown clearly and quantified (in square feet). In order to gain a full understanding of the landscape project, areas where existing vegetation is to remain, areas that require new irrigation or where existing irrigation that will remain in place, and areas where existing vegetation will be removed should be clearly depicted on the plans with a corresponding note or table indicating their size in square footage. Proposed turf areas must be accurately depicted and the square footage indicated to document that the amount is under the threshold limitations. Trees to be removed must be clearly and accurately represented in conformance with requirements of any tree removal permit that will need to be issued.

Landscape areas that are exempt from the Landscape Ordinance (see Section 16.63.030.C of the coastal Landscape Ordinance, Section 16.64.030.C of the inland Landscape Ordinance and Section 2.D of this manual) should be clearly delineated. Examples of these include areas dedicated permanently and solely to edible plants, areas on the property to remain natural, and any other vegetated areas that do not have a permanent irrigation system. When designing the landscape, the applicant must also keep in mind that plants with similar water use needs are required to be grouped together in distinct hydrozones (see Section 5.C of this manual) and the mix of high and low water use plants is generally prohibited. In terms of energy efficiency, plant type and location should also be selected to avoid obstructing passive solar energy systems. In addition, planting that must meet fuel management/fire hazard requirements should be clearly noted as such.



## 2. Planting Palette

Selected plants used in landscape areas should generally be drought tolerant with emphasis on native and/or native compatible species when appropriate. Limiting high water use plants to special design areas of the landscape, such as entrances, courtyards, and Low Impact Development<sup>1</sup> (LID) areas is recommended. Plants should be carefully selected, giving attention to the survivability rate in your area and disease and pest resistance. This will keep costs and maintenance down as it limits the need to replant and add supplemental fertilizers. Turf uses a significant amount of water and should only be used for specific functional areas (playing areas, etc.) that require turf. The ordinance limits turf to either 20% of the landscape area or up to 1,500 square feet (whichever is lower) unless the turf area is designated as a Special Landscape Area and is solely dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface. However, in typical landscaped areas, avoiding the use of turf altogether or limiting it to an amount much less than the maximum allowed is strongly encouraged. In addition to turf square footage limitation, the Landscape Ordinance prohibits planting turf in areas with slopes that exceed 10%, areas that are eight feet wide or less, and on street medians, traffic islands, planter strips, or bulb-outs. These requirements reflect the concept of only using turf when it is required for a specific function. The use of drought tolerant shrubs and groundcovers instead of turf is strongly encouraged.

The use of invasive plants is strictly prohibited and the eradication of these species in the existing landscape is highly encouraged. Invasive plants have become a significant problem in both ornamental and natural landscapes. Incorporating eradication into new landscape projects and ongoing maintenance will help limit their spread.

Appropriate plant spacing must be carefully considered based upon their specific adaptability of the plant to the climatic, geologic, and topographical conditions of the project site. In addition,

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<sup>1</sup> LID is an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to adhere to these principles such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements.

careful attention must be given to incorporating fire safe landscaping and fuel management requirements into a proposed landscape. If a project requires fuel management due to its location in a fire hazard area, proper plant selection is critical. Section 9 of this manual guidance related to this issue.

### **3. Onsite Wastewater Treatment Systems and Repair Areas**

Areas with installed Onsite Wastewater Treatment Systems (OWTS) or repair areas for future OWTS shall be maintained/planted to provide the best outcome for the wastewater treatment system. Landscaping the OWTS system will prevent erosion of the soils cover over the drain field. Additionally, plants aid in the function of the system by optimizing oxygen exchange and promoting necessary soil moisture removal through transpiration. For ease of maintenance, plants in this area should be shallow rooted herbaceous plants that are well adapted to normal rainfall amounts for the area. Consequently, plants that have aggressive, woody, water-loving, deep roots can potentially clog or disrupt the pipes in the system, causing serious damage that can be very expensive. Additionally, the use of landscaping plastics is not allowed over areas with installed OWTS drain field(s). Alternatively, landscaping fabrics that allow moisture and oxygen transfer are acceptable.

## **C. Grading, Soil Amendments, and Mulching**

When conceptualizing the required grading for a landscaping project, the design shall incorporate techniques that minimize soil erosion, artificial manipulation of natural topography, runoff, and water waste. In order to demonstrate this, grading information shall be depicted on the plans and include the height of graded slopes, drainage patterns, pad elevations, and finished elevations. It is recommended that the natural topography of the site shall be retained wherever feasible such that all irrigation and normal rainfall remain within the property lines and avoid disruption of natural drainage patterns. In addition, the planting plan should clearly denote (either as notes and/or details and specifications, whichever is appropriate) all soil amendments consistent with the recommendations of the soil management report (see Section 7).

## **D. Other Landscape Design Features**

In addition to planting, landscapes typically incorporate the use of other design features for aesthetic and/or multi-functional purposes such as:

- Water features such as fountains, spas, ponds, etc.
- Ornamental features such as windmills, statuary, monuments, public art, flagpoles, etc.
- Stormwater management facilities and Low Impact Development that control runoff and increase on-site retention and infiltration into the landscape design, such as vegetated filter strips, bio-filtration and bio-retention facilities, swales, infiltration basins, etc.
- Rain harvesting or catchment technologies such as rain gardens, cisterns, etc.
- Energy efficient landscape techniques (see Section 8).
- Landscape planting located within parking areas or lots.

These features should also be depicted on the planting plans. For those areas that are not subject to water budget calculations, a note of explanation must be included.

## **E. Landscape Maintenance Schedule**

The regular maintenance of landscape planting promotes plant health, ensures water use efficiency, and lowers costs to the owner. The Landscape Ordinance requires submittal of a regular maintenance schedule with a Certificate of Completion (see Section 9) and at a minimum, should include the following:

- Routine inspection of planting areas and individual plants to remove dead vegetation and adjust fertilization, watering, etc.
- Aerating and dethatching turf areas.
- Replenishing mulch as needed.
- Fertilizing, pruning and weeding in all landscape areas.



# **SECTION 5 – WATER EFFICIENT LANDSCAPE REQUIREMENTS**

The water efficient landscape requirements are a key component to the overall landscape design and strict adherence can be achieved by incorporating water management practices and water waste prevention through planting and irrigation design. When designing a planting plan, the effective use of hydrozones is critical. Strategic placement and groupings of plants in each area will not only reduce the need for water use, but also result in minimizing costs for maintenance and upkeep of the landscape.

In order for the County to determine if a project complies with the Landscape Ordinance (applicable state laws), a series of calculations will need to be prepared and submitted by the applicant. First, the maximum water allowance for a site must be established. This is done by setting the Maximum Applied Water Allowance (MAWA) limit for water use (see subsection B below). Once that is established, the estimated total water use (ETWU) for the proposed landscaping is calculated, using the water use information included the Hydrozone Table. If the amount of water calculated from the ETWU is lower than the amount of water calculated from the MAWA, it is assumed that the landscape project has reduced its water use to the lowest amount practical. This section will walk through each step in determining if the landscape project is water efficient.

## **A. Water Budget Calculations – Water Efficient Landscape Worksheet**

In order to document a project's efficient use of water use, the applicant is required to submit a Water Efficient Landscape Worksheet (see Appendix B) to the County as part of the Landscape Package. The worksheet includes the calculation of a project site's MAWA, the proposed planting's water use depicted in a Hydrozone Table, and the project's ETWU.

## B. Establishing the MAWA

The calculation of the Maximum Applied Water Allowance (MAWA) is used to determine the maximum amount of the annual applied water that can be used to irrigate the landscape area. The MAWA is determined by multiplying the annual evapotranspiration or ETo value (the annual amount of water evaporated from the earth and the water lost through plants) by the total landscape area. ETo values vary between regions and areas due to differences in climate. Therefore, to determine a project site's ETo value, a Referenced Evapotranspiration Table has been included as Appendix C of this manual. The following equation is used to determine the MAWA and the calculation will be submitted with the landscape package as a worksheet.

$$\text{MAWA} = (\text{ETo})(0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

### Where:

<b>MAWA</b>	= Maximum Applied Water Allowance (gallons per year)
<b>ETo</b>	= Reference Evapotranspiration from Appendix B.2 of this manual (inches per year)
<b>0.7</b>	= ET Adjustment Factor or ETAF (except for special landscape areas, a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency)
<b>LA</b>	= Square feet of the total landscaped area (including Special Landscape Area)
<b>0.62</b>	= Conversion factor (to gallons per square foot)
<b>SLA</b>	= Square feet of the Special Landscape Area (area of the landscape irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface)
<b>0.3</b>	= The additional ET Adjustment Factor/water allowance for Special Landscape Area ( $1.0 - 0.7 = 0.3$ )

**Example 1.** Isabel has a landscape project (2,500 square feet total) in the Central Salinas Valley planning area, located near Arroyo Seco. She intends on planting low and moderate use plants but does not wish to include planting that can be considered as a Special Landscape Area (SLA). The MAWA calculation would be performed as follows:

$$\text{MAWA} = (\text{ETo})(0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

$$\text{MAWA} = (52.6)(0.62)[1,750 + 0]$$

$$\text{MAWA} = (32.61)(1,750)$$

$$\text{MAWA} = 57,068 \text{ gallons per year}$$

## C. Hydrozones – Hydrozone Information Table

The proper establishment of hydrozones in a landscape improves water conservation.

Establishing hydrozones is done by grouping vegetation that requires similar water uses, as described in Example 2. This allows the amount of water needed to irrigate the plants to be used efficiently. Proper design of hydrozones will also allow applicants to take advantage of microclimates on the specific site; planting vegetation that will tolerate heat and wind can be placed closer to the street while more sensitive plants placed in shaded areas closer to structures where they are more protected. Once the applicant has determined the distinct hydrozones, they will then need to make the appropriate plant selection. In order to do this, the applicant will have to determine what the general water use is for each plant selected. The plant water use shall be determined using the Water Use Classification of Landscape Species guide or WUCOLS (see Appendix E, Glossary).

**Example 2.** Isabel decides to place three different plants in one hydrozone: *Anigozanthos flavidus* (kangaroo paw), *hypericum olympicum* (Olympic hypericum), and *leucanthemum X superbum* (Shasta Daisy). Using the Species Evaluation List (1999) found in the WUCOLS to determine water use, she found that both Kangaroo paw and Olympic hypericum are listed as low water use plants but the Shasta Daisy is listed as a moderate use plant. Therefore, the hydrozone for this planting would be identified as a moderate water use area.

When designing the landscape and identifying the placement of hydrozones, the applicant will also need to consider the specific requirements of the Landscape Ordinance, such as:

- The surface area of water features shall be classified as a high water use hydrozone area.
- Low and moderate water use plants can be mixed, but the entire hydrozone shall be classified as moderate water use (as shown in Example 2.).
- High water use plants cannot be mixed with low or moderate water use plants.
- Temporarily irrigated areas are classified as a low water use hydrozones.
- Special Landscape Areas using recycled water are classified as low water use hydrozone.

### Hydrozone Information Table.

Not only does the landscape ordinance require landscapes to be designed utilizing hydrozones, it also requires applicants to take the hydrozone data and place it into a Hydrozone Information Table (see Appendix B) . For each hydrozone listed, the applicant must list the plant type and/or water feature, the irrigation method used, the square footage of the hydrozone, and the percentage of the total landscape area of the project that the hydrozone represents. This table will be used to calculate ETWU in Section D.3.

**Example 3.** *After careful thought, Isabel decides to plant the Kangaroo paw and Olympic hypericum in one 1,800 square foot hydrozone and the Shasta Daisy in a different 700 square foot hydrozone. This information would be shown in the Hydrozone Information Table as follows:*

Hydrozone	Zone or Value	Irrigation Method	Areas (sq. ft.)	% of Landscape Area
1	Low	Bubbler	1,800	72%
2	Moderate	Drip	700	28%
Total				100%

## D. Calculating the Estimated Total Water Use

The estimated total water use (ETWU) is calculated using the hydrozone information from previous Section C, plant factor range, and plant factor.

### 1. Plant Factor Range

The plant factor is the estimated amount of water needed by plants. This is determined by first identifying the plant factor range established by WUCOLS. The table below represents the Plant Factor Range:

Plant Factor Range Table	
Very Low Water Use	< 0.1
Low Water Use	0.1 to 0.3
Moderate Water Use	0.4 to 0.6
High Water Use	0.7 to 1.0

**Example 4.** Now that Isabel has decided what and where she would like to plant, she must then determine their water use based on the Species Evaluation List (1999) found in the WUCOLS. Both Kangaroo paw and Olympic hypericum are listed as low water use plants and the Shasta Daisy is listed as a moderate use plant. Utilizing the Plant Factor Range table, the low water use plants would fall into the range of 0.1 to 0.3 and the moderate water use plant would fall in the 0.4 to 0.6 range.



## 2. Plant Factor

The plant factor range(s) used to determine the plant factor. The typical practice for selecting the plant factor uses the mid value of the given range (e.g., the plant factor range for low water use plants is 0.1 to 0.3; therefore, the mid value would be 0.2). In order to assist applicants with calculating the total plant factor for the proposed landscaping, especially those that may have a wider range of plants, the County has provided an additional worksheet: the Hydrozone/Plant Factor Calculation worksheet found in Appendix B. The data found in the Hydrozone Information Table and the determined plant factor range will be needed to complete the Hydrozone/Plant Factor Calculation worksheet as shown below.

**Example 5.** Based on the Hydrozone Information Table in Example 3 and using the mid-value given for each respective hydrozone identified in Example 4, the completed Hydrozone/Plant Factor Calculation worksheet would be as follows:

Hydrozone	Zone or Value	Plant Factor (PF)	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
1	Low	0.2	1,800	360 sq. ft.
2	Moderate	0.5	700	350 sq. ft.
			Sum	710 sq. ft.
N/A	SLA	N/A	0	0

## 3. Calculating the Estimated Total Water Use (ETWU)

The calculation of the ETWU is used to determine the total amount of water required for the landscape area. The formula below uses data from previous sections and variables for the specific landscape site.

$$ETWU = (ET_o)(0.62) \left[ \frac{PF \times HA}{IE} + SLA \right]$$

**Where:**

ETWU = Estimated Total Water Use per year (gallons)

ET<sub>o</sub> = Reference Evapotranspiration from Appendix C of this manual  
(inches)

PF = Plant Factor from WUCOLS or Hydrozone/Plant Factor Calculation worksheet (Appendix B)

HA = Square feet of Hydrozone Area from Hydrozone/Plant Factor Calculation worksheet (Appendix B)

0.62 = Conversion factor (to gallons per square foot)

SLA = Square feet of the portion of the landscape area identified as Special Landscape Area (areas of the landscape irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where natural turf provides a playing surface)

IE = Irrigation Efficiency (minimum 0.71)

**Example 6.** Based on the data found in the Hydrozone/Plant Factor Calculation worksheet in Example 5 and the known ET<sub>o</sub> factor for the project area, calculation of the ETWU can be performed as follows:

$$ETWU = (ET_o)(0.62) \left[ \frac{(PF \times LA)}{(IE)} + SLA \right]$$

$$ETWU = (52.6)(0.62) \left[ \frac{(710/.71)}{0.71} + 0 \right]$$

$$ETWU = (32.61)(1,000)$$

$$ETWU = 32,610 \text{ gallons per year}$$

## E. Determining if the Proposed Landscaping Project is Water Efficient

If the calculated ETWU is less than the established MAWA, the project is considered to be water efficient.

*Example 7. Based on the information below, Isabel's landscape project is assumed to be water efficient.*

MAWA limit from Example 1 = 57,068 gallons per year

ETWU from Example 6 = 32,610 gallons per year

ETWU is below the MAWA by 24,458 gallons per year



## SECTION 6 – IRRIGATION REQUIREMENTS

For the efficient use of water, an automated irrigation system must be designed to meet all the requirements listed in this section and the equipment manufacturer's recommendations. The irrigation system and its related components must be planned and designed to allow for proper installation and maintenance. Consistent with the requirements of the Landscape Ordinance, irrigation plans will need to be prepared by a licensed landscape architect, a licensed landscape contractor, a certified irrigation designer, or any other person authorized to design a landscape and will be used in conjunction with approved planting plans, as the final landscape construction plans for the project. The irrigation plan is typically a site plan prepared to depict the locations of the irrigation system equipment. In order to provide applicants with a simplistic format, the information to be included in the irrigation plan has been broken up into four separate content sections: general contents and requirements; system standards; irrigation design standards; and irrigation scheduling and maintenance.

### A. General Contents and Requirements

The irrigation plan, drawn at a clear and legible scale, should include the following information:

- Location and size of water meters for landscape planting.
- Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators and backflow prevention devices.
- Static water pressure at the point of connection to the public water supply.
- Flow rate (gallons per minute), application rate (inches per hour) and design operating pressure (pressure per square inch) for each station.
- Any recycled water irrigations systems.
- Verification. Irrigation plans shall contain the following statement: ***"I \_\_\_\_\_ certify that this irrigation plan complies with all Monterey County landscaping requirements including, but not limited to, the use of low flow and water conserving***

*irrigation fixtures*” which shall be signed by a licensed landscape architect, licensed landscape contractor, a certified irrigation designer, or any other person authorized to design an irrigation plan.

## **B. Irrigation System Standards**

In order to ensure irrigation systems use water efficiently, the Landscape Ordinance requires applicants to incorporate certain standards within the design of their system. The irrigation system should integrate specific structural components that have been identified to meet these standards. The following is a list of those components:

### **1. Irrigation Efficiency**

- The irrigation system is required to be designed to ensure that the dynamic pressure at each emission device is within the manufacturer’s recommendation pressure range for optimal performance. For the purpose of determining ETWU, average irrigation efficiency is assumed to be 0.71. Therefore, irrigation systems shall be designed, maintained, and managed to meet or exceed an average landscape irrigation efficiency of 0.71.
- Pressure regulation and/or booster pumps shall be installed so that all components of the irrigation system operate at the manufacturer's recommended optimal pressure.
- Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of emergency (such as a main line break) or routine repair.
- Isolation valves shall be installed at the point of connection and before each valve or valve manifold.
- Backflow prevention devices shall be provided to protect the water supply from contamination by the irrigation system.
- Point source irrigation is required where plant height at maturity will affect the uniformity of an overhead irrigation system.

## 2. Irrigation Sensors

- In order to prevent irrigating during wet weather, weather-based self-adjusting irrigation controllers with rain sensors are required for both residential and non-residential irrigation systems.
- High flow sensors that detect and report high flow conditions created by system damage or malfunction are recommended.
- Irrigation systems with meters one and one-half (1.5) inches or greater shall have a high-flow sensor that can detect high flow conditions and have the capability to shut off the irrigation system automatically.

## C. Irrigation Design Standards

The actual design of an irrigation system (placement and location of irrigation system components) is just as essential as the irrigation itself when trying to achieve maximum water efficiency. Therefore, the Landscape Ordinance requires applicants to incorporate the following standards when designing irrigation systems:

### 1. Preventing Water Waste

- All irrigation systems shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent properties, hardscapes, roadways, or structures.
- Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems. This will allow water to be distributed efficiently and prevent overflow in areas with poor water infiltration.
- Low volume irrigation, such as drip irrigation and the use of bubblers, shall be used in mulched planting areas to maximize water infiltration into the root zone.
- Sprinkler heads, rotors, and other emission devices on one valve shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations

- Sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- Narrow or irregularly shaped landscape areas, including turf less than eight (8) feet in width in any direction, shall be irrigated with subsurface irrigation or low volume irrigation technology in order to prevent water waste due to overspraying of the area.
- Overhead irrigation shall require a twenty-four (24) inch setback from any non-permeable surface that does not drain toward the landscape area.
- Slopes greater than 15% shall be irrigated with point source or other low-volume irrigation technology.
- Swing joints or other riser protection components, which allow flexibility between sprinkler heads and the irrigation system, shall be required on all risers. This will prevent large amounts of water waste by preventing the connections from breaking.
- Check valves shall be installed to prevent low-head drainage.
- Slopes greater than 25% shall not be irrigated with an irrigation system with a precipitation rate exceeding 0.75 inches per hour.

## **2. Use of Recycled Water**

- Irrigation systems shall be designed and constructed to allow the use of recycled water where such recycled water is available or may become available in the future. Landscaping using recycled water shall be considered a Special Landscape Area.
- Use of alternative landscape features that increase the capture and use of rainwater to irrigate (i.e. rain gardens, cisterns) or create opportunities for infiltration and/or onsite storage are recommended and encouraged.

## **3. Hydrozones**

- The design of the irrigation system shall conform to the hydrozones delineated on the approved planting plans. Separate valves shall be used to irrigate hydrozones with high water use plants and moderate or low water use plants

- Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions and plant materials with similar water use
- Sprinkler heads and other emission devices shall be selected based on its appropriateness for the plant type within that hydrozone. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf

## **D. Irrigation Scheduling and Maintenance**

The regular scheduling and maintenance of an irrigation system will result in efficient water use. All irrigation schedules shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health. To ensure functioning equipment, the irrigation system must be also be properly maintained. A regular maintenance schedule shall include routine inspection and the adjustment and repair of the irrigation system and its component . The irrigation schedule shall factor irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Consistent with the requirements of the Landscape Ordinance, a regular maintenance schedule shall be submitted with the landscape Certificate of Completion, and when applicable, it shall incorporate the following:

- Irrigation interval (days between irrigation).
- Irrigation run times (hours or minutes per irrigation event to avoid runoff).
- Number of cycle starts required for each irrigation event to avoid runoff.
- Amount of applied water scheduled to be applied on a monthly basis.
- Application rate setting.
- Root depth setting.
- Plant type setting.
- Slope factor setting shade factor setting.
- Irrigation uniformity or efficiency setting.



# SECTION 7 – SOILS MANAGEMENT

## REPORT REQUIREMENTS

In order to promote healthy plant growth and prevent excessive erosion and runoff, the Landscape Ordinance requires that a soil management report be completed by either the project applicant or his/her designee. The purpose of the report is to obtain an analysis of the existing soil conditions from a lab qualified to evaluate soils relative to horticulture (verses agriculture or structural integrity), resulting in recommendations of appropriate soil amendments for which then the applicant incorporates into the planting and irrigation plans.

The soils analysis can be conducted by a soils laboratory that will analyze soil as it specifically relates to horticulture. Typically, an applicant will package a soil sample and send it directly to a qualifying lab. Once the analysis is complete, the lab will then provide the applicant with an analysis report and recommendations for soils amendments based off the results of the reports.

At home soils analysis kits are also available and are relatively inexpensive. However, to be consistent with the requirements of the Landscape Ordinance, one must make sure that the test has the capability for a complete soils analysis and submit this information, along with the recommended soils amendments as part of the landscape package.

For those landscape projects that are not subject to the Landscape Ordinance, submitting for a soils analysis or the use of at home soils test kits is encouraged as it promotes a healthy and thriving garden.

Submittal of the report will be required as part of the landscape package, and the landscape architect or landscape contractor who prepared the planting and irrigation plans is required to verify that the report recommendations were used in conjunction with the preparation of those plans. Furthermore, as part of the Certificate of Completion, the applicant is required to submit documentation that the installation of landscaping was done in accordance with the report. Based

on the requirements of the landscape ordinance, the report should contain a laboratory analysis of soil samples that includes the following:

- Soil texture;
- Infiltration rates determined by laboratory test or soil texture infiltration rate table;
- Soil pH;
- Total soluble salts;
- Sodium;
- Percent of organic matter; and
- Recommendations for appropriate soil amendments.



## SECTION 8 – ENERGY EFFICIENCY

Improving energy efficiency adds to the sustainability of all residents in the County of Monterey by reducing air pollutants and greenhouse gas emissions from fossil fuels. In addition, energy efficiency also provides many benefits to the project applicant. For instance, by reducing the need for energy resources, applicants will benefit economically through lowering expenses on energy bills.

In order to promote energy efficiency in developments, the County has incorporated energy efficiency regulations within Chapter 18.12 of the Monterey County Code (Green Building Standards Code) and the Landscape Ordinance. For example, when calculating an overall building's energy efficiency budget, project applicants are required to include the energy use and conservation measures incorporated within the landscape component of building project.

The Landscape Ordinance also makes provisions for landscape lighting, requiring that it is designed for energy efficiency and utilizes one or both of the following:

- ENERGY STAR qualified hard-wired fixtures. All hard-wired lighting shall employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.
- Solar powered lighting systems.

However, due to health and safety regulations, energy light efficiency requirements are **not** applicable to:

- Exterior lighting for permanent buildings, structures, security, and signs.
- Lighting required by a health of life safety statute ordinance or regulation, including but not limited to emergency lighting.
- Lighting used in or around swimming pools, water features or other locations subject to Article 680 of Title 24, Part 3, *California Electrical Code*.

To further promote energy efficiency, the Landscape Ordinance also encourages the incorporation of additional energy efficiency measures into the landscape design. These measures/ techniques include the following:

- Use strategic shading techniques, plant selection, location and deciduous tree species in the landscape as appropriate to reduce solar heat gain in the summer and maximize passive solar warming in winter months. For example, planting of deciduous trees in front of a large window would provide shade during warmer months when the leaves are full and allow infiltration of sunlight and warmth during the autumn and winter months when the leaves fall.
- Reduce local heat island effects through planting of shade trees or installation of high-albedo (highly reflective) hardscapes.
- Select and place landscaping to provide wind protection or windbreaks.
- Use solar power and/or other renewable energy (such as wind) in the landscape design.
- Use salvaged, refurbished, renewable, local and recycled landscape and planting materials to reduce the energy requirements of new manufacture and transport.

## SECTION 9 – FUEL MANAGEMENT

There are many benefits to a well designed landscape that go beyond creating areas that are pleasing to the senses and water and energy efficient. With proper forethought, designing landscapes that incorporate fire safety and fuel management can result in the protection of structures and the immediate surrounding areas from wildfires.

The Landscape Ordinance requires landscape projects to be consistent with all applicable fire safe landscaping regulations imposed by a property's designated Fire District and/or Chapter 18.56, Wildfire Protection Standards in State Responsibility Areas, of the Monterey County Code. Property owners are encouraged to discuss their landscape concept with the appropriate Fire District and consider the following recommended fire safe methods in designing their landscape:

- Establishing a greenbelt – A greenbelt is an area of irrigated landscaping which includes fire resistant and/or retardant planting strategically located to separate structures and wildland fuels. Establishment of a greenbelt results in creating a buffer zone between structures and any surrounding vegetation, which slows or prevents the advancement of ground or surface fires.
- Eliminate "fire-ladders" – A fire ladder is an arrangement of plants that provide fuel for a fire to climb from ground covers or grasses to shrubs and up into tree tops or structures. The landscape design should increase the vertical separation of fuels which could effectively reduce and/or eliminate fire-ladders.
- Eliminate continuous fuel beds – fires can spread quickly if areas in the landscape which contain fuel (patches of vegetation) are too close or continuous. The landscape design should reduce the amount of horizontal continuity through the incorporation of hard and/or non-flammable surfaces such as bare ground, pavement, or other landscape design features.

- Maintenance of vegetation – Proper maintenance of the landscape area can reduce the fire load by removing dead branches from shrubs and trees, clearing leaf litter from the ground, and pruning lower branches to increase clearance above the ground.
- Plant selection – Incorporating fire resistant vegetation and plants with deep roots within the landscape will enhance fire protection and erosion control if a fire does occur. Furthermore, fire-prone plant materials and highly flammable mulches should be avoided. For additional information, the suggested plant list included within Appendix E of this manual contains fire resistant plants.

## SECTION 10 – CERTIFICATE OF COMPLETION

Prior to occupancy or final of a grading or building permit, a signed landscape Certificate of Completion shall be submitted to the RMA-Planning (see Appendix D) with information and documentation that the landscape planting and irrigation has been installed in accordance with the approved plans and soils management report. If significant changes were required during installation of the landscape and irrigation system, the applicant will be required to submit “as-built” plans along with the landscape certificate of completion. In addition, the landscape architect or landscape contractor must verify that the as-built landscape plans are in accordance with the planting, irrigation, water efficiency, and energy efficiency requirements of the landscape ordinance.

The Certificate of Completion includes six parts which contains the following information:

- Project information.
- A signed statement verifying that the landscape install is consistent with the approved plans.
- An irrigation audit demonstrating that an inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule has occurred.
- An irrigation schedule that includes the parameter setting and schedule for controllers.
- A schedule of landscape and irrigation maintenance.
- Documentation verifying recommendations from the soils analysis were implemented in the landscape installation.



## SECTION 11 – PUBLIC EDUCATION

Water conservation is a high priority for the County as potable water is a precious resource and drought conditions continue to worsen. Reduction of water use in landscaping is the primary object of the Landscape Ordinance and this manual. Educating the public on design and techniques incorporated in this manual, as well as available programs that are offered; provide additional efforts in water conservation. Although strict regulations and enforcement are not included within these provisions, the hope is to achieve additional water conservation through encouragement of “doing your part” and providing available resources and programs for the public.

### **A. Monterey Peninsula Water Management District.**

Several programs for water conservation in landscaping are available through the Monterey Peninsula Water Management District (MPWMD). Landscapes located within the district maybe participate in rebate programs for turf removal, the use of cisterns, graywater and weather based irrigation controllers. Rebates for landscapes associated with non-residential uses are also available. Service providing a water use analysis and water budget is available, free of charge, for large (over three acres) irrigated landscapes, landscapes with a dedicated water meter and residential water users located within the district and are served by California American Water. In addition, information for Water-wise Landscaping Techniques and drought tolerant planting is available. To encourage water conservation for the general public in the MPWMD area, the Landscape Ordinance encourages participation in these programs to the greatest extent feasible.

For more information, you may contact MPWMD at:

5 Harris Court, Building G  
Monterey, CA 93940  
(831) 658-5601

[www.mpwmd.dst.ca.us/wdd/default.html](http://www.mpwmd.dst.ca.us/wdd/default.html)

## **B. Marina Coast Water District.**

A Water-Wise Landscape Incentive Program is available for areas served by the Marina Coast Water District (MCWD) which promotes water conservation through incentives for retrofitting inefficient irrigation equipment and turf replacement. To further reduce water use, information for Water-Wise Landscaping is also available. To encourage water conservation for the general public in the MCWD area, the Landscape Ordinance requires encourages participation in these programs to the greatest extent feasible.

For more information, you may contact MCWD at:

11 Reservation Road  
Marina, CA 93933  
(831) 384-6131  
[www.mcwd.org/conserve.html](http://www.mcwd.org/conserve.html)

## **C. Pajaro Valley Water Management Agency.**

A graywater rebate program through the Pajaro Valley Water Management Agency (PVWMA) is available for local residents within its boundaries. Information, tips and suggested resources are also available. To encourage water conservation for the general public in the PVWMA area, the Landscape Ordinance encourages participation in these programs to the greatest extent feasible.

For more information, you may contact PVWMA at:

36 Brennan Street  
Watsonville, CA 95076  
(831) 722-9292  
[www.pvwma.dst.ca.us](http://www.pvwma.dst.ca.us)

## **D. Small Water Systems.**



Small water systems (between 15 to 200 connections) located within the unincorporated areas of Monterey County are required to establish an Urban Water Conservation Plan by the Monterey County Water Resources Agency (MCWRA). This plan requires identification of water conservation goals and the measures to achieve such goals. To support attainment of these goals and further water conservation, the Landscape Ordinance requires existing landscapes in these areas to be consistent with the system's Urban Water Conservation Plan.

For more information, you may contact MCWRA at:

893 Blanco Circle  
Salinas, CA 93901  
(831) 755-4860  
[www.mcwra.co.monterey.ca.us/index.php](http://www.mcwra.co.monterey.ca.us/index.php)

## **E. Areas Served by Private Wells.**

Properties served by private wells make up the majority of land area for unincorporated Monterey County. Although these areas are large rural parcels that do not typically contain complex urban-type landscaping, participation in conserving water should be in any type of landscape. Therefore, the Landscape Ordinance encourages implementing the water conservation measures contained in the ordinance and this manual to the greatest extent feasible.

# APPENDIX A

## LANDSCAPE PACKAGE APPLICATION AND SUBMITTAL FORM



**MONTEREY COUNTY  
RESOURCE MANAGEMENT AGENCY**  

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**LANDSCAPE PACKAGE APPLICATION  
AND SUBMITTAL FORM**

RMA – PLANNING  
MIKE NOVO, DIRECTOR

168 W. Alisal St. 2<sup>nd</sup> Flr.  
Salinas, CA 93901  
(831) 755-5025

[www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)

Landscape applications shall be submitted to the RMA-Planning for review and approval. The following is a checklist of materials required for submittal of your landscape package. Please feel free to contact your assigned project planner at any point in the development process regarding questions you may have about your application. Two (2) hardcopies of all materials are required. Plans shall be drawn on a sheet sized large enough to have legible fonts and lineweights. An electronic copy (pdf.) of all submitted materials is also required to be submitted on CD or flash-drive.

PROJECT INFORMATION		PERMIT NO.
SITE ADDRESS		CITY/STATE ZIP
NEAREST CROSS-STREET	ASSESSOR'S PARCEL NUMBER(S)	

OWNER(S) INFORMATION		
NAME		PHONE
MAILING ADDRESS	CITY/STATE	ZIP
FAX	EMAIL	

APPLICANT INFORMATION		
NAME		PHONE
MAILING ADDRESS	CITY/STATE	ZIP
FAX	EMAIL	

Submit the following information and materials in accordance with the requirement of the Water and Energy Efficient Landscape Ordinance and the Landscape Manual:			
<input type="checkbox"/>	Planting Plan	<input type="checkbox"/>	Water Budget Calculations
<input type="checkbox"/>	Irrigation Plan	<input type="checkbox"/>	A Plumbing/Irrigation Permit has been applied for.
<input type="checkbox"/>	Soils Management Report	<input type="checkbox"/>	The landscape review fee has been paid.

Owner/Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR DEPARTMENT USE ONLY		
RECEIVED BY:	DATE STAMP:	ALL THE REQUIRED MATERIAL WERE SUBMITTED: __ YES __ NO

# APPENDIX B

## WATER EFFICIENT LANDSCAPE WORKSHEET



**MONTEREY COUNTY  
RESOURCE MANAGEMENT AGENCY**

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**WATER EFFICIENT LANDSCAPE  
WORKSHEET**

RMA – PLANNING  
MIKE NOVO, DIRECTOR

168 W. Alisal St. 2<sup>nd</sup> Flr.  
Salinas, CA 93901  
(831) 755-5025

[www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)

## SECTION 1. HYDROZONE INFORMATION TABLE

[illegible]

MS = Micro-spray  
S = Spray  
R = Rotor  
B = Bubbler  
D = Drip  
O = Other

## 348

The project's Maximum Applied Water Allowance shall be calculated using this equation:

$$\text{MAWA} = (\text{ETo})(0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

Where:

MAWA = Maximum Applied Water Allowance (gallons per year)

ETo = Reference Evapotranspiration from Appendix C (inches per year)

0.7 = ET Adjustment Factor (ETAF)

LA = Landscaped Area includes Special Landscape Area (square feet)

0.62 = Conversion factor (to gallons per square foot)

SLA = Portion of the landscape area identified as Special Landscape Area  
(square feet)

0.3 = Additional ET Adjustment Factor for Special Landscape Area  
(1.0 – 0.7 = 0.3)

Maximum Applied Water Allowance = \_\_\_\_\_ gallons per year

Show calculations:

## SECTION C. HYDROZONE/PLANT FACTOR CALCULATION WORKSHEET



Please complete the hydrozone table(s). Use as many tables as necessary

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)	Area (HA) (square feet)	PF x HA (square feet)
			Sum	
	SLA			

## SECTION D. ESTIMATED TOTAL WATER USE (ETWU)

The project's Estimated Total Water Use is calculated using the following formula:



$$ETWU = (ET_o)(0.62) \left[ \frac{PF \times HA}{IE} + SLA \right]$$

Where:

ETWU = Estimated Total Water Use per year (gallons)

ET<sub>o</sub> = Reference Evapotranspiration from Appendix C (inches)

PF = Plant Factor from WUCOLS

HA = Hydrozone Area [high, medium, and low water use areas]  
(square feet)

0.62 = Conversion factor (to gallons per square foot)

SLA = Portion of the landscape area identified as Special Landscape Area  
(square feet)

IE = Irrigation Efficiency (minimum 0.71)

Estimated Total Water Use = \_\_\_\_\_ gallons

Show calculations:

APPENDIX C  
REFERENCE  
EVAPOTRANSPIRATION ( $ET_o$ )  
TABLE

## REFERENCE EVAPOTRANSPIRATION (ET<sub>o</sub>) TABLE

For calculation of the MAWA and ETWU, the project applicant shall use the following annual evapotranspiration (ET<sub>o</sub>) values

Nearest City/Town	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET <sub>o</sub>
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
Salinas	1.6	1.9	2.7	3.8	4.8	4.7	5.0	4.5	4.0	2.9	1.9	1.3	39.1
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7

Sources: \* The values in this table were derived from:

- 1) California Irrigation Management Information System (CIMIS);
- 2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
- 3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922,
- 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

APPENDIX D

CERTIFICATE OF COMPLETION



**MONTEREY COUNTY  
RESOURCE MANAGEMENT AGENCY  
CERTIFICATE OF COMPLETION**

RMA – PLANNING  
MIKE NOVO, DIRECTOR  
168 W. Alisal St. 2<sup>nd</sup> Flr.  
Salinas, CA 93901  
(831) 755-5025  
[www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)

Prior to the final of grading or building permits, the applicant shall submit a Certificate of Completion to the RMA-Planning for review and approval.

**PART 1. PROJECT INFORMATION**

SITE INFORMATION		PERMIT NO.
SITE ADDRESS	CITY/STATE	ZIP
NEAREST CROSS-STREET	ASSESSOR'S PARCEL NUMBER(S)	

OWNER(S) INFORMATION		
NAME	PHONE	
MAILING ADDRESS	CITY/STATE	ZIP
FAX	EMAIL	

APPLICANT INFORMATION		
NAME	PHONE	
MAILING ADDRESS	CITY/STATE	ZIP
FAX	EMAIL	

"I/we certify that I/we have received copies of all the documents within the Landscape Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE PACKAGE**

“I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conforms to the criteria and specification of the approved Landscape Package.”

Signature*	Date	
Name and Title (print)	Telephone No.	
	Fax No.	
License or Certification No.	Email Address	
Company	Street Address	
City	State	Zip Code

\*Signer of the planting plan, signer of the irrigation plan, or the licensed contractor who installed the landscaping.

## **PART 3. IRRIGATION AUDIT**

An irrigation audit demonstrating that an inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule has occurred.

## **PART 4. IRRIGATION SCHEDULING**

Attach parameters for setting the irrigation schedule on controller per Section No. 16.61.130 of the Water and Energy Efficient Landscape Ordinance.

## **PART 5. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE**

Attached schedule of Landscape and Irrigation Maintenance per Section No. 16.61.130 of the Water and Energy Efficient Landscape Ordinance.

## **PART 6. SOIL MANAGEMENT REPORT**

Attach documentation verifying implementation of recommendation from soils analysis report per Section No. 16.61.130 of the Water and Energy Efficient Landscape Ordinance.

APPENDIX E  
PLANT LISTS



Harmful and Invasive Plants that are Prohibited or Discouraged from Being Planted in Monterey County

Scientific Name	Common Name
<i>Acacia dealbata</i>	Acacia
<i>Acacia melanoxylon</i>	Blackwood Acacia
<i>Agerata adenophora</i>	Sticky Eupatorium
<i>Ailanthus alitissima</i> ****	Tree of Heaven
<i>Arundo donax</i>	Giant Reed
<i>Carpobrotus edulis</i>	Highway Iceplant
<i>Centaurea stoebe ssp. micranthos</i> **	Spotted Knapweed
<i>Cortaderia jubata</i>	Purple Pampas Grass, Jubata Grass
<i>Cortaderia selloana</i>	Pampas Grass
<i>Cotoneaster lacteus</i>	Cotoneaster
<i>Cotoneaster pannosus</i>	Cotoneaster
<i>Cystisus scoparius</i> ****	Scotch Broom
<i>Delairia odorata</i>	Cape Ivy
<i>Eichornia crasipes</i> ****	Water Hyacinth
<i>Elaeagnus angustifolia</i>	Russian Olive
<i>Eucalyptus globulus</i>	Blue Gum Eucalyptus
<i>Euphorbia oblongata</i> ***	Egg Leafed Spurge
<i>Genista monspessulana</i> ****	French Broom
<i>Hedera canariensis</i>	English Ivy
<i>Hedera helix</i>	Algerian Ivy
<i>Iris pseudocomus</i>	Yellow Flag Iris
<i>Linaria genistifolia ssp. dalmatica</i> **	Dalmation Toadflax
<i>Lythrum salicaria</i> **	Purple Loosetrife
<i>Maytenis boaria</i>	Mayten
<i>Mesembryanthemum crystallinum</i>	Crystalline Iceplant
<i>Myoporum laetum</i>	Myoporum
<i>Nassella tenuissima (Stipa tenuissima)</i> **	Mexican Feathergrass
<i>Onopordum acanthium</i> **	Scotch Thistle
<i>Pennisetum setaceum</i>	Green Fountain Grass
<i>Populus nigra 'Italica'</i> *	Lombardy Poplar
<i>Retama monosperma</i> **	Bridal Veil Broom
<i>Ricinis communis</i>	Castor Bean
<i>Robinia pseudoacacia</i>	Black Locust
<i>Sesbania punicea</i> **	Scarlet Wisteria
<i>Spartium junceum</i>	Spanish Broom
<i>Tamarix ramosissima</i> ***	Saltcedar
<i>Triadica (Sapium) sebifera</i>	Chinese Tallow Tree
<i>Vinca major</i>	Periwinkle

\*Prohibited by California Code of Regulation, Section 3597 in Pajaro Valley and Salinas Valley.

\*\*CDFA 'A' rated weed

\*\*\*CDFA 'B' rated weed

\*\*\*\*CDFA 'C' rated weed

Suggested Plants for Use in Landscaping in Monterey County

Scientific Name	Common Name
<i>Achillea millefolium</i>	Yarrow
<i>Achillea taygeta</i>	Moonshine' Yarrow
<i>Achillea tomentosa</i>	Woolly Yarrow
<i>Alnus rhombifolia</i>	White Alder
<i>Arbutus unedo</i>	Strawberry Tree
<i>Arctostaphylos endumdsii</i>	Woods red' Manzanita
<i>Arctostaphylos sp.</i>	Emerald Carpet' Manzanita
<i>Arctostaphylos sp.</i>	Dr. Hurd' Manzanita
<i>Arctostaphylos sp.</i>	Sunset' Manzanita
<i>Baccharis pilularis</i>	Twin Peaks' Dwarf Coyote Brush
<i>Ceanothus gloriosus</i>	Mountain Lilac
<i>Ceanothus griseus horizontalis</i>	Mountain Lilac
<i>Ceanothus sp.</i>	Frosty Blue' Mountain Lilac
<i>Ceanothus sp.</i>	Joyce Coulter' Mountain Lilac
<i>Ceanothus sp.</i>	Ray Hartman' Mountain Lilac
<i>Ceanothus sp.</i>	Snow Flurry' Mountain Lilac
<i>Ceanothus sp.</i>	Wheeler Canyon' Mountain Lilac
<i>Ceanothus sp.</i>	Yankee Point' Mountain Lilac
<i>Ceanothus sp.</i>	Point Reyes' Mountain Lilac
<i>Cercis occidentalis</i>	Western Redbud
<i>Cercocarpus betuloides</i>	Mountain Mahogany
<i>Eriogonum fasciculatum (low growing cultivars)</i>	California Buckwheat
<i>Festuca rubra</i>	Creeping Red' Red Fescue
<i>Fragaria chiloensis</i>	Wild Strawberry
<i>Garrya elliptica</i>	Evie' Coast Silktassel
<i>Hesperoyucca whipplei</i>	Yucca
<i>Heteromeles arbutifolia</i>	Toyon
<i>Heuchera maxima</i>	Coral Bells
<i>Prunus lyonii</i>	Catalina Cherry
<i>Quercus agrifolia</i>	Coast Live Oak
<i>Rhamnus californica</i>	Eve Case' Coffee Berry
<i>Rhamnus crocea</i>	Redberry
<i>Ribes viburnifolium</i>	Evergreen Currant
<i>Romneya coulteri</i>	Matilija Poppy
<i>Sedum spathulifolium</i>	Purpureum' Stonecrop

DRAFT

# APPENDIX F

## GLOSSARY

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“California Invasive Plant Inventory” means the California Invasive Plant Inventory maintained by the California Invasive Plant Council.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Controller” means an automatic timing device used to remotely control valves or heads to operate an irrigation system. A weather-based controller is a controller that utilizes evapotranspiration or weather data to make adjustments to irrigation schedules. A self-adjusting irrigation controller is a controller that uses on-site sensor data (e.g., soil moisture) to adjust irrigation schedules.

“Developer Installed” means landscaping provided by a developer in conjunction with property improvements such as, but not limited to, remodels/additions, new construction, and land divisions. For the purposes of the landscape ordinance, a developer is a private entity undertaking real estate or property development resulting in the sale or lease of a residential product.

“Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Energy efficient landscape” means any new or rehabilitated landscape, public or private, that helps a project achieve a minimum 15% reduction in energy use when compared to the State’s mandatory energy efficiency standards.

“Energy efficient lighting system” means any outdoor landscape lighting system consisting of at least 90 percent ENERGY STAR qualified hard-wired fixtures, solar powered lighting, and/or systems that employ programmable photocontrol or astronomical time-switch controls that automatically switch off when daylight is available.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

“Estimated Total Water Use” (ETWU) means the total water used for the landscape.

“ET adjustment factor” means, except for special landscape areas, a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency. A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For the purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET Adjustment Factor is  $(0.7) = (0.5/0.71)$ .

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Hardscapes” means any durable material (pervious or impervious).

“High water use plant” mean any plant categorized as high water need by the water use classification of landscape species guide.

“Homeowner-installed” means any landscaping either installed by a private individual for a single family residence or installed by a licensed contractor hired by a homeowner. A homeowner, for purposes of the landscape ordinance, is a person who occupies the dwelling he or she owns. This excludes speculative homes, which are not owner-occupied dwellings.

“Hydrozone” means a portion of the landscaped area having plants with similar water needs *that are served by a valve or set of valves with the same schedule*. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant” means a species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. “Noxious weeds” means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are



maintained at the California Invasive Plant Inventory, USDA invasive, noxious weeds database, and the Landscape Manual.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit shall include, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.

“Irrigation meter” means a separate meter that measures the amount of water used for items such as lawns, washing exterior surfaces, washing vehicles, or filling pools.

“Landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

“Landscape area” or “landscape project” means the total dedicated landscape area on a property. Water features are included in the calculation of the landscape area. Areas dedicated to agricultural cultivation are not included. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Manual” means the manual prepared to assist applicants with the implementation of the requirements of the Water and Energy Efficient Landscape Ordinance (see Section 16.61.040.)

“Landscape package (application)” means the landscape materials required to be submitted for review and approval by the Director of the RMA-Planning Department. The landscape package shall include: project information, planting plan, irrigation plan, soils management report, and the water efficient landscape worksheet.

“Lateral Line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Licensed Professionals” includes licensed landscape architects, licensed landscape contractors,

“Local Water Purveyor” means any entity, including a public agency, city, county or private water company that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Low water use plant” means any plant categorized as low water need by the water use classification of landscape species (WUCOLS) guide.

“Main line” means the pressurized pipeline that delivers water for the water sources to the valve or outlet.

“Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Moderate water use plant” means any plant categorized as moderate water need by the water use classification of landscape species (WUCOLS) guide.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“New construction” means, for the purposes of the Water and Energy Efficient Landscape ordinance, a new public or private building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead irrigation systems” means systems that deliver water through the air (e.g., pop-ups, impulse sprinklers, spray heads, rotors, micro-sprays, etc).

“Overspray” means the irrigation water that is delivered beyond the landscape area, wetting pavements, walks, structures, or other non-landscaped areas.



“Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Plant Factor” or “plant water use factor” is a value when multiplied by ETo, estimates the total amount of water needed by plants. For purposes of the Water and Energy Efficient Landscape ordinance, the plant factor range for very low water use plants is less than 0.1, the plant factor for low water use plants is 0.1 to 0.3, the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species.”

“Planting Plan” means plans consistent with the requirements outlined in Section 16.61.060 of the Landscape Ordinance.

“Rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

“Recycled water”, “reclaimed water”, or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Recreational Area” means public areas dedicated to active play such as parks, sports fields and golf courses where turf provides a playing surface.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

“Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, and the modified landscape area is equal to or greater than 2,500 square feet, is 50% of the total landscape area.

“Run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Stormwater control facility” means a stormwater management feature intended to improve the quality of runoff leaving a site.

“Special Landscape Area” (SLA) means an area of the landscape irrigated with recycled water, water features using recycled water, and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.

“Sprinkler head” means a device which delivers water through a nozzle.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water conserving plant species” means a plant species identified as having a low plant factor.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

“Water use classification of landscape species guide” (WUCOLS) means the water use classification of landscape species guide published by the University of California Cooperative Extension, the department of water resources, and the bureau of reclamation, as it currently exists or may be amended in the future.

“Watering window” means the time of day irrigation is allowed.

“Weather-based self-adjusting irrigation controller” means a system component that uses local weather and landscape conditions to automatically adjust irrigation schedules to actual conditions on the site or historical weather data.

“Xeriscape” means a landscaping method developed especially for arid and semiarid climates that utilizes water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation) to balance hydrology at the parcel level.

## **EXHIBIT C**

**CALIFORNIAL COASTAL COMMISSION  
LETTER DATED AUGUST 7, 2014**

**CALIFORNIA COASTAL COMMISSION**

CENTRAL COAST DISTRICT OFFICE  
725 FRONT STREET, SUITE 300  
SANTA CRUZ, CA 95060  
PHONE: (831) 427-4863  
FAX: (831) 427-4877  
WEB: WWW.COASTAL.CA.GOV



August 7, 2014

Anna Quenga  
Associate Planner  
Monterey County Resource Management Agency, Planning Department  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

***Subject: Water and Energy Efficiency Landscape Ordinance***

Dear Ms. Quenga:

Coastal Commission staff has reviewed the County's draft Water and Energy Efficiency Landscape Ordinance that was developed consistent with the requirements of Assembly Bill (AB) 1881. In sum, the ordinance includes new submittal requirements for planting, irrigation, lighting, and soils plans in order to reduce water and energy consumption through landscape design techniques. The County intends to apply this ordinance countywide, as required by AB 1881. As discussed previously with County staff, we do not believe that this ordinance needs to be added to the LCP. The existing regulations in the LCP appear to adequately cover the issue of water conservation/water efficiency in landscaping without the need to add any references to this new ordinance, and the County is not precluded from applying this new ordinance in the Coastal Zone by any existing LCP regulations. That being said, Commission staff is also not opposed to adding the ordinance to the LCP if the County sees the need.

Thank you for the opportunity to provide guidance on this issue and please let us know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Katie Butler".

Katie Butler  
Coastal Planner  
Central Coast District Office

# Attachment C

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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: ORD 21-021

November 02, 2021

Introduced: 10/25/2021

Current Status: Agenda Ready

Version: 1

Matter Type: Ordinance

### REF210007/WATER AND ENERGY EFFICIENCY IN LANDSCAPING ORDINANCE

- a. Introduce, waive reading, and consider an ordinance to add Chapter 16.63 to the Monterey County Code to establish regulations for water-efficient and energy-efficient landscaping in unincorporated Monterey County; and
- b. Set December 7, 2021 at 10:30 a.m. as the date and time to adopt the ordinance

**Location:** County-wide

**Proposed CEQA Action:** Consider categorical exemption pursuant to Section 15307 and 15308 of the CEQA Guidelines.

### RECOMMENDATION

It is recommended that the Board of Supervisors:

- a. Introduce, waive reading, and consider an ordinance to add Chapter 16.63 to the Monterey County Code to establish regulations for water-efficient and energy-efficient landscaping in unincorporated Monterey County; and
- b. Set December 7, 2021 at 10:30 a.m. as the date and time to adopt the ordinance.

### SUMMARY

State law requires the County to implement the state's Model Water Efficient Landscape Ordinance (MWELo), or alternatively, the County may adopt and implement a water efficient landscape ordinance if the Board of Supervisors finds, based on evidence in the record, that it is at least as effective at conserving water as the state's MWELo. Absent a local landscape ordinance, the County has been implementing the MWELo. If the Board chooses to advance the landscape ordinance for adoption, that adoption would be scheduled on the consent calendar for the Board meeting on December 7, 2021.

### DISCUSSION

Application of a local water efficient landscape ordinance in lieu of the MWELo requires a local agency must find, based on evidence in the record, that the local ordinance is "at least as effective in conserving water" as the MWELo (Government Code section 65595(c)(1)). The attached ordinance includes these findings. The reasons this ordinance is at least as effective in conserving water as the updated MWELo include the following: the elements of the MWELo identified in Section 65596 of the Government Code have been incorporated into this ordinance; the County requirement for Minor Landscape Package submittal applies to landscapes up to 2,500 square feet for new construction which is more restrictive than the MWELo that does not require compliance with the MWELo for landscapes up to 500 square feet for new construction; and the definition of "recreational area" is more restrictive than the MWELo definition, thereby limiting the number of areas that would



automatically qualify as “special landscape area”. Each landscape project in the built environment subject to this ordinance has the opportunity to qualify as a “special landscape area” by irrigating with recycled water.

The Planning Commission and Board of Supervisors have considered prior drafts of the proposed local landscape ordinance. The Planning Commission recommended adoption of a County Landscape Ordinance on March 25, 2015 (Planning Commission Resolution No. 15-027/ REF110056). The Board of Supervisors considered versions of the draft landscape ordinances on March 22 and April 19, 2016 and October 23, 2018. Per Board direction, staff met with stakeholders and made clarifications to the extent appropriate.

During the April 19, 2016 Board meeting, staff responded to concerns presented during previous meetings and these concerns are addressed in the ordinance as follows:

- *Define agricultural cultivation as being exempt from this ordinance.* The ordinance defines and exempts agricultural cultivation activities and clarifies that the intent is to regulate landscapes that are within the built environment. This ordinance also clarifies the definition of Special Landscape Area consistent with the MWELo.
- *Revise definition of rehabilitated landscape to exclude “ordinary maintenance/repair” and “restoration after natural disaster”.* These are included in the minimum requirements of the state MWELo. Staff proposes no changes to the MWELo that would be inconsistent with the state minimum requirements.
- *Requirement for maintenance of landscapes could compel a practice of landscape watering irrespective of water conservation efforts.* Maintenance of landscapes is clarified as removing noxious weeds and dead plant material, not as enabling lush green landscape vegetation.

Prior drafts consisted of separate ordinances for the coastal zone and non-coastal areas.

This draft has consolidated coastal and inland ordinances into one ordinance which proposes to add Chapter 16.63 to the County Code to apply in both the inland and coastal areas of the unincorporated County. The current draft also incorporates SB1383 (Short-Lived Climate Pollutant (SLCP) Reduction Strategy) updates to the MWELo, as mandated by the state of California. Additionally, staff has made minor corrections and clarifications and added additional findings to the ordinance. The Monterey Peninsula Water Management District (MPWMD) Board adopted a consolidated version (Rule 142.1) of the landscape ordinance in September 2016 that does not include the SB1383 updates to the MWELo.

The County Administrative Office (CAO) is aiming to adopt regulations to implement SB1383 by January 1, 2022, and the landscape ordinance implements one aspect of SB1383.

SB1383 grants to CalRecycle the regulatory authority to require all local jurisdictions implement strategies to divert food waste and other organic materials from the landfills. The decomposition of food matter in landfills produces methane emissions. Methane (CH<sub>4</sub>) is a greenhouse gas (GHG) that is more efficient than carbon dioxide (CO<sub>2</sub>) in trapping heat in the atmosphere. Municipalities are tasked with achieving the state’s goal of 50 percent reduction of the 2014 level in statewide disposal of organic materials from the waste stream by 2020, and a 75 percent reduction by 2025. Organic

material is defined on the CalRecycle website as waste that can be readily prevented, recycled, or composted.

SB1383 requirements update the existing MWEL0 regulations that have been in place since 2015 by including the following:

- exemption from adding compost or tilling soils with greater than six percent (6%) organic matter in the top six (6) inches of soil;
- exception to implementing a minimum three- (3-) inch layer of mulch in turf areas, creeping or rooting groundcovers, direct seeding applications where mulch is contraindicated, and up to five percent (5%) of the landscape area to provide habitat for beneficial insects and other wildlife;
- organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available; and
- exemption from use of organic mulch materials where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

The ordinance also authorizes the Board to adopt a landscape manual by resolution. Adoption of a Landscape Manual is part of the overall landscape program, though not being considered at this hearing. This manual would work in conjunction with the ordinance to explain the regulations and the permit process for landscape projects and would contain technical information on planting and irrigation. The manual would also contain the necessary forms for implementation of the ordinance. Staff anticipates presenting the manual to the Board of Supervisors for the Board's consideration in the early part of 2022.

Staff recommends that the Board of Supervisors find adoption of the ordinance exempt from environmental review pursuant to Sections 15307 and 15308 of the CEQA Guidelines because the adoption of the ordinance is an action taken by the County, as authorized by state law, to assure the maintenance, restoration or enhancement of natural resources and the environment. The ordinance and subsequent manual are designed to result in water and energy conservation in landscaping and, by incorporating the SB 1383 requirements, to reduce the GHG, methane. A finding for the CEQA exemption has been incorporated within the ordinance findings.

#### OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the ordinance as to form.

#### FINANCING

Funding for staff time associated with preparation of the ordinance is included in the FY21-22 Adopted Budget for HCD Appropriation Unit HCD002. Costs for staff time to review landscape projects after implementation of the ordinance will be recovered through the existing fees charged for landscape project review. Two types of landscape projects will require review by staff as a result of implementation of the ordinances: Minor Landscape projects and Major Landscape projects. Staff projects that the average staff time spent on Minor Landscape projects (plan review and final inspection) equates to approximately 1.5 hours while the average staff time spent on Major Landscape project review is project to be approximately 3 hours. Complex landscape projects requiring

additional review time beyond the average can be recovered through the re-inspection fee, or a deposit. 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

This action represents an effective response to our County customers' needs, as well as the protection of the public interest in water conservation. Adoption of these ordinances will allow the County to ensure reduction in water and energy use in accordance with state law.

Check the related Board of Supervisors Strategic Initiatives:

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

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

Reviewed by: Craig Spencer, Chief of Planning *CS.*

Approved by: Erik V. Lundquist, AICP, Director of HCD

cc: Front Counter Copy; California Coastal Commission; Public Works, Parks, and Facilities (PWPF); Environmental Health Bureau; Monterey County Water Resources Agency; HCD-Environmental Services; Monterey Peninsula Water Management District; Office of the Agricultural Commissioner; Jonathan Pangburn, Unit Forester, CAL Fire San Benito - Monterey; Anna V. Quenga, AICP, Interim HCD-Planning Services Manager; Monterey Bay AIA; Michael Waxer; Rob Carver; Lino Beli; Richard Rudesill; Michael Harrington, Frank Pierce; The Open Monterey Project (Molly Erickson); LandWatch (Director); The Refinement Group; Project File REF210007.

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

Attachment A - Ordinance for Water and Energy Efficient Landscapes

Attachment B - Planning Commission Resolution No. 15-027

# Attachment D

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California Code of Regulations  
Title 23. Waters  
Division 2. Department of Water Resources  
Chapter 2.7. Model Water Efficient Landscape Ordinance

**§ 490. Purpose.**

(a) The State Legislature has found:

- (1) that the waters of the state are of limited supply and are subject to ever increasing demands;
- (2) that the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (3) that it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (4) that landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- (5) that landscape design, installation, maintenance and management can and should be water efficient;
- (6) that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not and shall not extend to waste or unreasonable method of use.

(b) Consistent with the legislative findings, the purpose of this model ordinance is to:

- (1) promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;
- (2) establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;
- (3) establish provisions for water management practices and water waste prevention for existing landscapes;
- (4) use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount;
- (5) promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;
- (6) encourage local agencies and water purveyors to use economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure; and
- (7) encourage local agencies to designate the necessary authority that implements and enforces the provisions of the Model Water Efficient Landscape Ordinance or its local landscape ordinance.

(c) Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California's environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban environment resilient in the face of climatic extremes. Consistent with the legislative findings and purpose of the Ordinance, conditions in the urban setting will be improved by:

- (1) Creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade, habitat and esthetic benefits.

- (2) Minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas.
- (3) Conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment.
- (4) Protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materials, and using compost, mulch and efficient irrigation equipment to prevent erosion.
- (5) Protecting existing habitat and creating new habitat by choosing local native plants, climate adapted non-natives and avoiding invasive plants. Utilizing integrated pest management with least toxic methods as the first course of action.

Note: Authority cited: Section 65593, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 65591, 65593 and 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 490.1. Applicability.**

(a) After December 1, 2015, and consistent with Executive Order No. B-29-15, this ordinance shall apply to all of the following landscape projects:

- (1) new construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
- (2) rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
- (3) existing landscapes limited to Sections 493, 493.1 and 493.2; and
- (4) cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 492.4, 492.11, and 492. 12; and existing cemeteries are limited to Sections 493, 493.1, and 493.2.

(b) For local land use agencies working together to develop a regional water efficient landscape ordinance, the reporting requirements of this ordinance shall become effective December 1, 2015 and the remainder of this ordinance shall be effective no later than February 1, 2016.

(c) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D.

(d) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 sq. ft. of landscape and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5).

(e) This ordinance does not apply to:

- (1) registered local, state or federal historical sites;
- (2) ecological restoration projects that do not require a permanent irrigation system;
- (3) mined-land reclamation projects that do not require a permanent irrigation system; or
- (4) existing plant collections, as part of botanical gardens and arboretums open to the public.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 491. Definitions.**

The terms used in this ordinance have the meaning set forth below:

- (a) "applied water" means the portion of water supplied by the irrigation system to the landscape.
- (b) "automatic irrigation controller" means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
- (c) "backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.



- (d) "Certificate of Completion" means the document required under Section 492.9.
- (e) "certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.
- (f) "certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.
- (g) "check valve" or "anti-drain valve" means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.
- (h) "common interest developments" means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
- (i) "compost" means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.
- (j) "conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year.
- (k) "distribution uniformity" means the measure of the uniformity of irrigation water over a defined area.
- (l) "drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- (m) "ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- (n) "effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation which becomes available for plant growth.
- (o) "emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.
- (p) "established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.
- (q) "establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.
- (r) "Estimated Total Water Use" (ETWU) means the total water used for the landscape as described in Section 492.4.
- (s) "ET adjustment factor" (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.
- (t) "evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.
- (u) "flow rate" means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.
- (v) "flow sensor" means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

(w) “friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

(x) “Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

(y) “graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

(z) “hardscapes” means any durable material (pervious and non-pervious).

(aa) “hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

(bb) “infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

(cc) “invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

(dd) “irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “Watersense” labeled auditing program.

(ee) “irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

(ff) “irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

(gg) “irrigation water use analysis” means an analysis of water use data based on meter readings and billing data.

(hh) “landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

(ii) “landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

(jj) “landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

(kk) “Landscape Documentation Package” means the documents required under Section 492.3.

(ll) “landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 490.1.

(mm) “landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

(nn) “lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

(oo) “local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

(pp) “local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

(qq) “low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

(rr) “main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

(ss) “master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

(tt) “Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 492.4. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.  $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

(uu) “median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

(vv) “microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

(ww) “mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

(xx) “mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

(yy) “new construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

(zz) “non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

(aaa) “operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

(bbb) “overhead sprinkler irrigation systems” or “overhead spray irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

(ccc) “overspray” means the irrigation water which is delivered beyond the target area.

(ddd) “parkway” means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

(eee) “permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

(fff) “pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

(ggg) “plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape Species”. Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

(hhh) “project applicant” means the individual or entity submitting a Landscape Documentation Package required under Section 492.3, to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.

(iii) “rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

(jjj) “record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

(kkk) “recreational area” means areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

(lll) “recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

(mmm) “reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

(nnn) “Regional Water Efficient Landscape Ordinance” means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

(ooo) “rehabilitated landscape” means any relandscaping project that requires a permit, plan check, or design review, meets the requirements of Section 490.1, and the modified landscape area is equal to or greater than 2,500 square feet.

(ppp) “residential landscape” means landscapes surrounding single or multifamily homes.

(qqq) “run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

(rrr) “soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

(sss) “soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

(ttt) “Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

(uuu) “sprinkler head” or “spray head” means a device which delivers water through a nozzle.

(vvv) “static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

(www) “station” means an area served by one valve or by a set of valves that operate simultaneously.

(xxx) “swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

(yyy) “submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

(zzz) “turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

(aaaa) “valve” means a device used to control the flow of water in the irrigation system.

(bbbb) “water conserving plant species” means a plant species identified as having a very low or low plant factor.

(cccc) “water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

(dddd) “watering window” means the time of day irrigation is allowed.

(eeee) “WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources 2014.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 65592 and 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492. Provisions for New Construction or Rehabilitated Landscapes.**

(a) A local agency may designate by mutual agreement, another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.1. Compliance with Landscape Documentation Package.**

(a) Prior to construction, the local agency shall:

(1) provide the project applicant with the ordinance and procedures for permits, plan checks or design reviews;

(2) review the Landscape Documentation Package submitted by the project applicant;

(3) approve or deny the Landscape Documentation Package;

(4) issue a permit or approve the plan check or design review for the project applicant; and

(5) upon approval of the Landscape Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

(b) Prior to construction, the project applicant shall:

(1) submit a Landscape Documentation Package to the local agency.

(c) Upon approval of the Landscape Documentation Package by the local agency, the project applicant shall:

(1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion;

(2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and

(3) submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### **§ 492.2. Penalties.**

(a) A local agency may establish and administer penalties to the project applicant for non-compliance with the ordinance to the extent permitted by law.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### **§ 492.3. Elements of the Landscape Documentation Package.**

(a) The Landscape Documentation Package shall include the following six (6) elements:

(1) project information;

(A) date

(B) project applicant

(C) project address (if available, parcel and/or lot number(s))

(D) total landscape area (square feet)

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well

(G) checklist of all documents in Landscape Documentation Package

(H) project contacts to include contact information for the project applicant and property owner

(I) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".

(2) Water Efficient Landscape Worksheet;

(A) hydrozone information table

(B) water budget calculations

1. Maximum Applied Water Allowance (MAWA)

2. Estimated Total Water Use (ETWU)

(3) soil management report;

(4) landscape design plan;

(5) irrigation design plan; and

(6) grading design plan.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### **§ 492.4. Water Efficient Landscape Worksheet.**

(a) A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix B which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

(1) In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

(b) Water budget calculations shall adhere to the following requirements:

(1) The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for

low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

(2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

(3) All Special Landscape Areas shall be identified and their water use calculated as shown in Appendix B.

(4) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.5. Soil Management Report.**

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

(1) Submit soil samples to a laboratory for analysis and recommendations.

(A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

(B) The soil analysis shall include:

1. soil texture;
2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
3. pH;
4. total soluble salts;
5. sodium;
6. percent organic matter; and
7. recommendations.

(C) In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

(2) The project applicant, or his/her designee, shall comply with one of the following:

(A) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or

(B) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion.

(3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

(4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.6. Landscape Design Plan.**

(a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) Plant Material

(A) Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. Methods to achieve water efficiency shall include one or more of the following:

1. protection and preservation of native species and natural vegetation;
2. selection of water-conserving plant, tree and turf species, especially local native plants;



3. selection of plants based on local climate suitability, disease and pest resistance;
  4. selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
  5. selection of plants from local and regional landscape program plant lists.
  6. selection of plants from local Fuel Modification Plan Guidelines.
- (B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 492.7(a)(2)(D).
- (C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:
1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
  2. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; allow for adequate soil volume for healthy root growth; and
  3. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- (D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
- (E) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
- (F) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches. Refer to the local Fuel Modification Plan guidelines.
- (G) The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.
- (H) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.
- (2) Water Features
- (A) Recirculating water systems shall be used for water features.
- (B) Where available, recycled water shall be used as a source for decorative water features.
- (C) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
- (D) Pool and spa covers are highly recommended.
- (3) Soil Preparation, Mulch and Amendments
- (A) Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.
- (B) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 492.5).
- (C) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.
- (D) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5% of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
- (E) Stabilizing mulching products shall be used on slopes that meet current engineering standards.

(F) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

(G) Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

(b) The landscape design plan, at a minimum, shall:

(1) delineate and label each hydrozone by number, letter, or other method;

(2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;

(3) identify recreational areas;

(4) identify areas permanently and solely dedicated to edible plants;

(5) identify areas irrigated with recycled water;

(6) identify type of mulch and application depth;

(7) identify soil amendments, type, and quantity;

(8) identify type and surface area of water features;

(9) identify hardscapes (pervious and non-pervious);

(10) identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in Section 492.16.

(11) identify any applicable rain harvesting or catchment technologies as discussed in Section 492.16 and their 24-hour retention or infiltration capacity;

(12) identify any applicable graywater discharge piping, system components and area(s) of distribution;

(13) contain the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan"; and

(14) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.).

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; Section 1351, Civil Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.7. Irrigation Design Plan.**

(a) This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) System

(A) Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq.ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:

1. a customer service meter dedicated to landscape use provided by the local water purveyor; or
2. a privately owned meter or submeter.

- (B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.
- (C) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
  2. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- (E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- (F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
- (G) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.
- (H) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.
- (I) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.
- (J) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
- (K) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- (L) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 492.4 regarding the Maximum Applied Water Allowance.
- (M) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard. All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- (N) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- (O) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- (P) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
- (Q) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- (R) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

(S) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

(T) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(U) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface.

Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
3. the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 492.7 (a)(1)(I). Prevention of overspray and runoff must be confirmed during the irrigation audit.

(V) Slopes greater than 25% shall not be irrigated with an irrigation system with a application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

## (2) Hydrozone

(A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

(B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

(C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

(D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

1. plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
2. the plant factor of the higher water using plant is used for calculations.

(E) Individual hydrozones that mix high and low water use plants shall not be permitted.

(F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the irrigation audit and programming the controller.

(b) The irrigation design plan, at a minimum, shall contain:

- (1) location and size of separate water meters for landscape;
- (2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
- (3) static water pressure at the point of connection to the public water supply;
- (4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
- (5) recycled water irrigation systems as specified in Section 492.14;
- (6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and
- (7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1,

5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.8. Grading Design Plan.**

(a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other local agency permits satisfies this requirement.

(1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

- (A) height of graded slopes;
- (B) drainage patterns;
- (C) pad elevations;
- (D) finish grade; and
- (E) stormwater retention improvements, if applicable.

(2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:

- (A) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
- (B) avoid disruption of natural drainage patterns and undisturbed soil; and
- (C) avoid soil compaction in landscape areas.

(3) The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### **§ 492.9. Certificate of Completion.**

(a) The Certificate of Completion (see Appendix C for a sample certificate) shall include the following six (6) elements:

(1) project information sheet that contains:

- (A) date;
- (B) project name;
- (C) project applicant name, telephone, and mailing address;
- (D) project address and location; and
- (E) property owner name, telephone, and mailing address;

(2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

(A) where there have been significant changes made in the field during construction, these "as-built" or record drawings shall be included with the certification;

(B) A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

(3) irrigation scheduling parameters used to set the controller (see Section 492.10);

(4) landscape and irrigation maintenance schedule (see Section 492.11);

(5) irrigation audit report (see Section 492.12); and

(6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 492.5).

(b) The project applicant shall:

- (1) submit the signed Certificate of Completion to the local agency for review;
  - (2) ensure that copies of the approved Certificate of Completion are submitted to the local water purveyor and property owner or his or her designee.
- (c) The local agency shall:
- (1) receive the signed Certificate of Completion from the project applicant;
  - (2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the local agency shall provide information to the project applicant regarding reapplication, appeal, or other assistance.
- Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.10. Irrigation Scheduling.**

- (a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:
- (1) Irrigation scheduling shall be regulated by automatic irrigation controllers.
  - (2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
  - (3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.
  - (4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:
    - (A) the plant establishment period;
    - (B) the established landscape; and
    - (C) temporarily irrigated areas.
  - (5) Each irrigation schedule shall consider for each station all of the following that apply:
    - (A) irrigation interval (days between irrigation);
    - (B) irrigation run times (hours or minutes per irrigation event to avoid runoff);
    - (C) number of cycle starts required for each irrigation event to avoid runoff;
    - (D) amount of applied water scheduled to be applied on a monthly basis;
    - (E) application rate setting;
    - (F) root depth setting;
    - (G) plant type setting;
    - (H) soil type;
    - (I) slope factor setting;
    - (J) shade factor setting; and
    - (K) irrigation uniformity or efficiency setting.

Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### **§ 492.11. Landscape and Irrigation Maintenance Schedule.**

- (a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.
- (b) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf

areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

(d) A project applicant is encouraged to implement established landscape industry sustainable Best Practices for all landscape maintenance activities.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.12. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.**

(a) All landscape irrigation audits shall be conducted by a local agency landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

(b) In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

(c) For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in Section 490.1:

(1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;

(2) the local agency shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.13. Irrigation Efficiency.**

(a) For the purpose of determining Estimated Total Water Use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.14. Recycled Water.**

(a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.

(b) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.

(c) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.15. Graywater Systems.**

(a) Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to § 490.1 (d) for the



applicability of this ordinance to landscape areas less than 2,500 square feet with the Estimated Total Water Use met entirely by graywater.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.16. Stormwater Management and Rainwater Retention.**

(a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

(b) Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater technical requirements.

(c) All planted landscape areas are required to have friable soil to maximize water retention and infiltration. Refer to § 492.6(a)(3).

(d) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: the one inch, 24-hour rain event or (2) the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.

(e) It is recommended that storm water projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

- Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
- Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
- Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
- Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
- Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
- Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.
- Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.17. Public Education.**

(a) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.

(1) A local agency or water supplier/purveyor shall provide information to owners of permitted renovations and new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes based on a water budget.

(b) Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.

(1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per the local ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

(2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 492.18. Environmental Review.**

(a) The local agency must comply with the California Environmental Quality Act (CEQA), as appropriate.

Note: Authority cited: Section 21082, Public Resources Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 21080 and 21082, Public Resources Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 493. Provisions for Existing Landscapes.**

(a) A local agency may by mutual agreement, designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 493.1. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.**

(a) This section, 493.1, shall apply to all existing landscapes that were installed before December 1, 2015 and are over one acre in size.

(1) For all landscapes in 493.1 (a) that have a water meter, the local agency shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as:  $MAWA = (0.8) (ET_o) (LA) (0.62)$ .

(2) For all landscapes in 493.1(a), that do not have a meter, the local agency shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

(b) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 493.2. Water Waste Prevention.**

(a) Local agencies shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures. Penalties for violation of these prohibitions shall be established locally.

(b) Restrictions regarding overspray and runoff may be modified if:

(1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or

(2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

Note: Authority cited: Section 65594, Government Code. Reference: Section 65596, Government Code.

#### **§ 494. Effective Precipitation.**

(a) A local agency may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance:

$MAWA = (ET_o - Ep_{pt}) (0.62) [(0.55 \times LA) + (0.45 \times SLA)]$  for residential areas.

$MAWA = (ET_o - EPPT) (0.62) [(0.45 \times LA) + (0.55 \times SLA)]$  for non-residential areas.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

#### **§ 495. Reporting.**

(a) Local agencies shall report on implementation and enforcement by December 31, 2015. Local agencies responsible for administering individual ordinances shall report on their updated ordinance, while those agencies developing a regional ordinance shall report on their existing ordinance. Those agencies crafting a regional ordinances shall also report on their new ordinance by March 1, 2016. Subsequently, reporting for all agencies will be due by January 31st of each year. Reports shall be submitted to the Department of Water Resources.

(b) Local agencies are to address the following:

(1) State whether you are adopting a single agency ordinance or a regional agency alliance ordinance, and the date of adoption or anticipated date of adoption.

(2) Define the reporting period. The reporting period shall commence on December 1, 2015 and the end on December 28, 2015. For local agencies crafting regional ordinances with other agencies, there shall be an additional reporting period commencing on February 1, 2016 and ending on February 28, 2016. In subsequent years, all local agency reporting will be for the calendar year.

(3) State if using a locally modified Water Efficient Landscape Ordinance (WELO) or the MWELo. If using a locally modified WELO, how is it different than MWELo, is it at least as efficient as MWELo, and are there any exemptions specified?

(4) State the entity responsible for implementing the ordinance.

(5) State number and types of projects subject to the ordinance during the specified reporting period.

(6) State the total area (in square feet or acres) subject to the ordinance over the reporting period, if available.

(7) Provide the number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.

(8) Describe the procedure for review of projects subject to the ordinance.

(9) Describe actions taken to verify compliance. Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?

(10) Describe enforcement measures.

(11) Explain challenges to implementing and enforcing the ordinance.

(12) Describe educational and other needs to properly apply the ordinance.

Note: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

23 CCR Appendix A

**Appendix A. Reference Evapotranspiration (ET<sub>o</sub>) Table**

**Appendix A - Reference Evapotranspiration (ET<sub>o</sub>) Table\***

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET <sub>o</sub>
<b>ALAMEDA</b>													
Fremont	1.5	1.9	3.4	4.7	5.4	6.3	6.7	6.0	4.5	3.4	1.8	1.5	47.0
Livermore	1.2	1.5	2.9	4.4	5.9	6.6	7.4	6.4	5.3	3.2	1.5	0.9	47.2
Oakland	1.5	1.5	2.8	3.9	5.1	5.3	6.0	5.5	4.8	3.1	1.4	0.9	41.8
Oakland Foothills	1.1	1.4	2.7	3.7	5.1	6.4	5.8	4.9	3.6	2.6	1.4	1.0	39.6
Pleasanton	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
Union City	1.4	1.8	3.1	4.2	5.4	5.9	6.4	5.7	4.4	3.1	1.5	1.2	44.2
<b>ALPINE</b>													
Markleeville	0.7	0.9	2.0	3.5	5.0	6.1	7.3	6.4	4.4	2.6	1.2	0.5	40.6
<b>AMADOR</b>													
Jackson	1.2	1.5	2.8	4.4	6.0	7.2	7.9	7.2	5.3	3.2	1.4	0.9	48.9
Shanandoah Valley	1.0	1.7	2.9	4.4	5.6	6.8	7.9	7.1	5.2	3.6	1.7	1.0	48.8
<b>BUTTE</b>													
Chico	1.2	1.8	2.9	4.7	6.1	7.4	8.5	7.3	5.4	3.7	1.7	1.0	51.7
Durham	1.1	1.8	3.2	5.0	6.5	7.4	7.8	6.9	5.3	3.6	1.7	1.0	51.1
Gridley	1.2	1.8	3.0	4.7	6.1	7.7	8.5	7.1	5.4	3.7	1.7	1.0	51.9
Oroville	1.2	1.7	2.8	4.7	6.1	7.6	8.5	7.3	5.3	3.7	1.7	1.0	51.5
<b>CALAVERAS</b>													
San Andreas	1.2	1.5	2.8	4.4	6.0	7.3	7.9	7.0	5.3	3.2	1.4	0.7	48.8
<b>COLUSA</b>													
Colusa	1.0	1.7	3.4	5.0	6.4	7.6	8.3	7.2	5.4	3.8	1.8	1.1	52.8
Williams	1.2	1.7	2.9	4.5	6.1	7.2	8.5	7.3	5.3	3.4	1.6	1.0	50.8
<b>CONTRA COSTA</b>													
Brentwood	1.0	1.5	2.9	4.5	6.1	7.1	7.9	6.7	5.2	3.2	1.4	0.7	48.3
Concord	1.1	1.4	2.4	4.0	5.5	5.9	7.0	6.0	4.8	3.2	1.3	0.7	43.4
Courtland	0.9	1.5	2.9	4.4	6.1	6.9	7.9	6.7	5.3	3.2	1.4	0.7	48.0
Martinez	1.2	1.4	2.4	3.9	5.3	5.6	6.7	5.6	4.7	3.1	1.2	0.7	41.8
Moraga	1.2	1.5	3.4	4.2	5.5	6.1	6.7	5.9	4.6	3.2	1.6	1.0	44.9
Pittsburg	1.0	1.5	2.8	4.1	5.6	6.4	7.4	6.4	5.0	3.2	1.3	0.7	45.4
Walnut Creek	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
<b>DEL NORTE</b>													
Crescent City	0.5	0.9	2.0	3.0	3.7	3.5	4.3	3.7	3.0	2.0	0.9	0.5	27.7
<b>EL DORADO</b>													
Camino	0.9	1.7	2.5	3.9	5.9	7.2	7.8	6.8	5.1	3.1	1.5	0.9	47.3
<b>FRESNO</b>													
Clovis	1.0	1.5	3.2	4.8	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Coalinga	1.2	1.7	3.1	4.6	6.2	7.2	8.5	7.3	5.3	3.4	1.6	0.7	50.9
Firebaugh	1.0	1.8	3.7	5.7	7.3	8.1	8.2	7.2	5.5	3.9	2.0	1.1	55.4
FivePoints	1.3	2.0	4.0	6.1	7.7	8.5	8.7	8.0	6.2	4.5	2.4	1.2	60.4
Fresno	0.9	1.7	3.3	4.8	6.7	7.8	8.4	7.1	5.2	3.2	1.4	0.6	51.1
Fresno State	0.9	1.6	3.2	5.2	7.0	8.0	8.7	7.6	5.4	3.6	1.7	0.9	53.7
Friant	1.2	1.5	3.1	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Kerman	0.9	1.5	3.2	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.2
Kingsburg	1.0	1.5	3.4	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.6
Mendota	1.5	2.5	4.6	6.2	7.9	8.6	8.8	7.5	5.9	4.5	2.4	1.5	61.7
Orange Cove	1.2	1.9	3.5	4.7	7.4	8.5	8.9	7.9	5.9	3.7	1.8	1.2	56.7
Panoche	1.1	2.0	4.0	5.6	7.8	8.5	8.3	7.3	5.6	3.9	1.8	1.2	57.2
Parlier	1.0	1.9	3.6	5.2	6.8	7.6	8.1	7.0	5.1	3.4	1.7	0.9	52.0

<b>Appendix A - Reference Evapotranspiration (ET<sub>o</sub>) Table*</b>													
<b>County and City</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual ET<sub>o</sub></b>
<b>FRESNO</b>													
Reedley	1.1	1.5	3.2	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Westlands	0.9	1.7	3.8	6.3	8.0	8.6	8.6	7.8	5.9	4.3	2.1	1.1	58.8
<b>GLENN</b>													
Orland	1.1	1.8	3.4	5.0	6.4	7.5	7.9	6.7	5.3	3.9	1.8	1.4	52.1
Willows	1.2	1.7	2.9	4.7	6.1	7.2	8.5	7.3	5.3	3.6	1.7	1.0	51.3
<b>HUMBOLDT</b>													
Eureka	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Ferndale	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Garberville	0.6	1.2	2.2	3.1	4.5	5.0	5.5	4.9	3.8	2.4	1.0	0.7	34.9
Hoopa	0.5	1.1	2.1	3.0	4.4	5.4	6.1	5.1	3.8	2.4	0.9	0.7	35.6
<b>IMPERIAL</b>													
Brawley	2.8	3.8	5.9	8.0	10.4	11.5	11.7	10.0	8.4	6.2	3.5	2.1	84.2
Calipatria/Mulberry	2.4	3.2	5.1	6.8	8.6	9.2	9.2	8.6	7.0	5.2	3.1	2.3	70.7
El Centro	2.7	3.5	5.6	7.9	10.1	11.1	11.6	9.5	8.3	6.1	3.3	2.0	81.7
Holtville	2.8	3.8	5.9	7.9	10.4	11.6	12.0	10.0	8.6	6.2	3.5	2.1	84.7
Meloland	2.5	3.2	5.5	7.5	8.9	9.2	9.0	8.5	6.8	5.3	3.1	2.2	71.6
Palo Verde II	2.5	3.3	5.7	6.9	8.5	8.9	8.6	7.9	6.2	4.5	2.9	2.3	68.2
Seeley	2.7	3.5	5.9	7.7	9.7	10.1	9.3	8.3	6.9	5.5	3.4	2.2	75.4
Westmoreland	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Yuma	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
<b>INYO</b>													
Bishop	1.7	2.7	4.8	6.7	8.2	10.9	7.4	9.6	7.4	4.8	2.5	1.6	68.3
Death Valley Jct	2.2	3.3	5.4	7.7	9.8	11.1	11.4	10.1	8.3	5.4	2.9	1.7	79.1
Independence	1.7	2.7	3.4	6.6	8.5	9.5	9.8	8.5	7.1	3.9	2.0	1.5	65.2
Lower Haiwee Res.	1.8	2.7	4.4	7.1	8.5	9.5	9.8	8.5	7.1	4.2	2.6	1.5	67.6
Oasis	2.7	2.8	5.9	8.0	10.4	11.7	11.6	10.0	8.4	6.2	3.4	2.1	83.1
<b>KERN</b>													
Arvin	1.2	1.8	3.5	4.7	6.6	7.4	8.1	7.3	5.3	3.4	1.7	1.0	51.9
Bakersfield	1.0	1.8	3.5	4.7	6.6	7.7	8.5	7.3	5.3	3.5	1.6	0.9	52.4
Bakersfield/Bonanza	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Bakersfield/Greenlee	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Belridge	1.4	2.2	4.1	5.5	7.7	8.5	8.6	7.8	6.0	3.8	2.0	1.5	59.2
Blackwells Corner	1.4	2.1	3.8	5.4	7.0	7.8	8.5	7.7	5.8	3.9	1.9	1.2	56.6
Buttonwillow	1.0	1.8	3.2	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.5	0.9	52.0
China Lake	2.1	3.2	5.3	7.7	9.2	10.0	11.0	9.8	7.3	4.9	2.7	1.7	74.8
Delano	0.9	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.4	0.7	52.0
Famoso	1.3	1.9	3.5	4.8	6.7	7.6	8.0	7.3	5.5	3.5	1.7	1.3	53.1
Grapevine	1.3	1.8	3.1	4.4	5.6	6.8	7.6	6.8	5.9	3.4	1.9	1.0	49.5
Inyokern	2.0	3.1	4.9	7.3	8.5	9.7	11.0	9.4	7.1	5.1	2.6	1.7	72.4
Isabella Dam	1.2	1.4	2.8	4.4	5.8	7.3	7.9	7.0	5.0	3.2	1.7	0.9	48.4
Lamont	1.3	2.4	4.4	4.6	6.5	7.0	8.8	7.6	5.7	3.7	1.6	0.8	54.4
Lost Hills	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
McFarland/Kern	1.2	2.1	3.7	5.6	7.3	8.0	8.3	7.4	5.6	4.1	2.0	1.2	56.5
Shafter	1.0	1.7	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.5	0.9	52.1
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2
Tehachapi	1.4	1.8	3.2	5.0	6.1	7.7	7.9	7.3	5.9	3.4	2.1	1.2	52.9
<b>KINGS</b>													
Caruthers	1.6	2.5	4.0	5.7	7.8	8.7	9.3	8.4	6.3	4.4	2.4	1.6	62.7

<b>Appendix A - Reference Evapotranspiration (ET<sub>o</sub>) Table*</b>													
<b>County and City</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual ET<sub>o</sub></b>
<b>KINGS</b>													
Corcoran	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Hanford	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.2	5.4	3.4	1.4	0.7	51.5
Kettleman	1.1	2.0	4.0	6.0	7.5	8.5	9.1	8.2	6.1	4.5	2.2	1.1	60.2
Lemoore	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.4	0.7	51.7
Stratford	0.9	1.9	3.9	6.1	7.8	8.6	8.8	7.7	5.9	4.1	2.1	1.0	58.7
<b>LAKE</b>													
Lakeport	1.1	1.3	2.6	3.5	5.1	6.0	7.3	6.1	4.7	2.9	1.2	0.9	42.8
Lower Lake	1.2	1.4	2.7	4.5	5.3	6.3	7.4	6.4	5.0	3.1	1.3	0.9	45.4
<b>LASSEN</b>													
Buntingville	1.0	1.7	3.5	4.9	6.2	7.3	8.4	7.5	5.4	3.4	1.5	0.9	51.8
Ravendale	0.6	1.1	2.3	4.1	5.6	6.7	7.9	7.3	4.7	2.8	1.2	0.5	44.9
Susanville	0.7	1.0	2.2	4.1	5.6	6.5	7.8	7.0	4.6	2.8	1.2	0.5	44.0
<b>LOS ANGELES</b>													
Burbank	2.1	2.8	3.7	4.7	5.1	6.0	6.6	6.7	5.4	4.0	2.6	2.0	51.7
Claremont	2.0	2.3	3.4	4.6	5.0	6.0	7.0	7.0	5.3	4.0	2.7	2.1	51.3
El Dorado	1.7	2.2	3.6	4.8	5.1	5.7	5.9	5.9	4.4	3.2	2.2	1.7	46.3
Glendale	2.0	2.2	3.3	3.8	4.7	4.8	5.7	5.6	4.3	3.3	2.2	1.8	43.7
Glendora	2.0	2.5	3.6	4.9	5.4	6.1	7.3	6.8	5.7	4.2	2.6	2.0	53.1
Gorman	1.6	2.2	3.4	4.6	5.5	7.4	7.7	7.1	5.9	3.6	2.4	1.1	52.4
Hollywood Hills	2.1	2.2	3.8	5.4	6.0	6.5	6.7	6.4	5.2	3.7	2.8	2.1	52.8
Lancaster	2.1	3.0	4.6	5.9	8.5	9.7	11.0	9.8	7.3	4.6	2.8	1.7	71.1
Long Beach	1.8	2.1	3.3	3.9	4.5	4.3	5.3	4.7	3.7	2.8	1.8	1.5	39.7
Los Angeles	2.2	2.7	3.7	4.7	5.5	5.8	6.2	5.9	5.0	3.9	2.6	1.9	50.1
Monrovia	2.2	2.3	3.8	4.3	5.5	5.9	6.9	6.4	5.1	3.2	2.5	2.0	50.2
Palmdale	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
Pasadena	2.1	2.7	3.7	4.7	5.1	6.0	7.1	6.7	5.6	4.2	2.6	2.0	52.3
Pearblossom	1.7	2.4	3.7	4.7	7.3	7.7	9.9	7.9	6.4	4.0	2.6	1.6	59.9
Pomona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6
San Fernando	2.0	2.7	3.5	4.6	5.5	5.9	7.3	6.7	5.3	3.9	2.6	2.0	52.0
Santa Clarita	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Santa Monica	1.8	2.1	3.3	4.5	4.7	5.0	5.4	5.4	3.9	3.4	2.4	2.2	44.2
<b>MADERA</b>													
Chowchilla	1.0	1.4	3.2	4.7	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Madera	0.9	1.4	3.2	4.8	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.5
Raymond	1.2	1.5	3.0	4.6	6.1	7.6	8.4	7.3	5.2	3.4	1.4	0.7	50.5
<b>MARIN</b>													
Black Point	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
Novato	1.3	1.5	2.4	3.5	4.4	6.0	5.9	5.4	4.4	2.8	1.4	0.7	39.8
Point San Pedro	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
San Rafael	1.2	1.3	2.4	3.3	4.0	4.8	4.8	4.9	4.3	2.7	1.3	0.7	35.8
<b>MARIPOSA</b>													
Coulterville	1.1	1.5	2.8	4.4	5.9	7.3	8.1	7.0	5.3	3.4	1.4	0.7	48.8
Mariposa	1.1	1.5	2.8	4.4	5.9	7.4	8.2	7.1	5.0	3.4	1.4	0.7	49.0
Yosemite Village	0.7	1.0	2.3	3.7	5.1	6.5	7.1	6.1	4.4	2.9	1.1	0.6	41.4
<b>MENDOCINO</b>													
Fort Bragg	0.9	1.3	2.2	3.0	3.7	3.5	3.7	3.7	3.0	2.3	1.2	0.7	29.0
Hopland	1.1	1.3	2.6	3.4	5.0	5.9	6.5	5.7	4.5	2.8	1.3	0.7	40.9



<b>Appendix A - Reference Evapotranspiration (ET<sub>o</sub>) Table*</b>													
<b>County and City</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual ET<sub>o</sub></b>
<b>MENDOCINO</b>													
Point Arena	1.0	1.3	2.3	3.0	3.7	3.9	3.7	3.7	3.0	2.3	1.2	0.7	29.6
Sanel Valley	1.0	1.6	3.0	4.6	6.0	7.0	8.0	7.0	5.2	3.4	1.4	0.9	49.1
Ukiah	1.0	1.3	2.6	3.3	5.0	5.8	6.7	5.9	4.5	2.8	1.3	0.7	40.9
<b>MERCED</b>													
Kesterson	0.9	1.7	3.4	5.5	7.3	8.2	8.6	7.4	5.5	3.8	1.8	0.9	55.1
Los Banos	1.0	1.5	3.2	4.7	6.1	7.4	8.2	7.0	5.3	3.4	1.4	0.7	50.0
Merced	1.0	1.5	3.2	4.7	6.6	7.9	8.5	7.2	5.3	3.4	1.4	0.7	51.5
<b>MODOC</b>													
Modoc/Alturas	0.9	1.4	2.8	3.7	5.1	6.2	7.5	6.6	4.6	2.8	1.2	0.7	43.2
<b>MONO</b>													
Bridgeport	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
<b>MONTEREY</b>													
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
Salinas	1.6	1.9	2.7	3.8	4.8	4.7	5.0	4.5	4.0	2.9	1.9	1.3	39.1
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7
<b>NAPA</b>													
Angwin	1.8	1.9	3.2	4.7	5.8	7.3	8.1	7.1	5.5	4.5	2.9	2.1	54.9
Carneros	0.8	1.5	3.1	4.6	5.5	6.6	6.9	6.2	4.7	3.5	1.4	1.0	45.8
Oakville	1.0	1.5	2.9	4.7	5.8	6.9	7.2	6.4	4.9	3.5	1.6	1.2	47.7
St Helena	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
Yountville	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
<b>NEVADA</b>													
Grass Valley	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
Nevada City	1.1	1.5	2.6	3.9	5.8	6.9	7.9	7.0	5.3	3.2	1.4	0.9	47.4
<b>ORANGE</b>													
Irvine	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
Laguna Beach	2.2	2.7	3.4	3.8	4.6	4.6	4.9	4.9	4.4	3.4	2.4	2.0	43.2
Santa Ana	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
<b>PLACER</b>													
Auburn	1.2	1.7	2.8	4.4	6.1	7.4	8.3	7.3	5.4	3.4	1.6	1.0	50.6
Blue Canyon	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
Colfax	1.1	1.5	2.6	4.0	5.8	7.1	7.9	7.0	5.3	3.2	1.4	0.9	47.9
Roseville	1.1	1.7	3.1	4.7	6.2	7.7	8.5	7.3	5.6	3.7	1.7	1.0	52.2
Soda Springs	0.7	0.7	1.8	3.0	4.3	5.3	6.2	5.5	4.1	2.5	0.7	0.7	35.4
Tahoe City	0.7	0.7	1.7	3.0	4.3	5.4	6.1	5.6	4.1	2.4	0.8	0.6	35.5
Truckee	0.7	0.7	1.7	3.2	4.4	5.4	6.4	5.7	4.1	2.4	0.8	0.6	36.2

**Appendix A - Reference Evapotranspiration (ET<sub>o</sub>) Table\***

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET <sub>o</sub>
<b>PLUMAS</b>													
Portola	0.7	0.9	1.9	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
Quincy	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.4	2.8	1.2	0.5	40.2
<b>RIVERSIDE</b>													
Beaumont	2.0	2.3	3.4	4.4	6.1	7.1	7.6	7.9	6.0	3.9	2.6	1.7	55.0
Blythe	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Cathedral City	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Coachella	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1
Desert Center	2.9	4.1	6.4	8.5	11.0	12.1	12.2	11.1	9.0	6.4	3.9	2.6	90.0
Elsinore	2.1	2.8	3.9	4.4	5.9	7.1	7.6	7.0	5.8	3.9	2.6	1.9	55.0
Indio	3.1	3.6	6.5	8.3	10.5	11.0	10.8	9.7	8.3	5.9	3.7	2.7	83.9
La Quinta	2.4	2.8	5.2	6.5	8.3	8.7	8.5	7.9	6.5	4.5	2.7	2.2	66.2
Mecca	2.6	3.3	5.7	7.2	8.6	9.0	8.8	8.2	6.8	5.0	3.2	2.4	70.8
Oasis	2.9	3.3	5.3	6.1	8.5	8.9	8.7	7.9	6.9	4.8	2.9	2.3	68.4
Palm Desert	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
Palm Springs	2.0	2.9	4.9	7.2	8.3	8.5	11.6	8.3	7.2	5.9	2.7	1.7	71.1
Rancho California	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
Rancho Mirage	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Ripley	2.7	3.3	5.6	7.2	8.7	8.7	8.4	7.6	6.2	4.6	2.8	2.2	67.8
Salton Sea North	2.5	3.3	5.5	7.2	8.8	9.3	9.2	8.5	6.8	5.2	3.1	2.3	71.7
Temecula East II	2.3	2.4	4.1	4.9	6.4	7.0	7.8	7.4	5.7	4.1	2.6	2.2	56.7
Thermal	2.4	3.3	5.5	7.6	9.1	9.6	9.3	8.6	7.1	5.2	3.1	2.1	72.8
Riverside UC	2.5	2.9	4.2	5.3	5.9	6.6	7.2	6.9	5.4	4.1	2.9	2.6	56.4
Winchester	2.3	2.4	4.1	4.9	6.4	6.9	7.7	7.5	6.0	3.9	2.6	2.1	56.8
<b>SACRAMENTO</b>													
Fair Oaks	1.0	1.6	3.4	4.1	6.5	7.5	8.1	7.1	5.2	3.4	1.5	1.0	50.5
Sacramento	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	0.9	51.9
Twitchell Island	1.2	1.8	3.9	5.3	7.4	8.8	9.1	7.8	5.9	3.8	1.7	1.2	57.9
<b>SAN BENITO</b>													
Hollister	1.5	1.8	3.1	4.3	5.5	5.7	6.4	5.9	5.0	3.5	1.7	1.1	45.1
San Benito	1.2	1.6	3.1	4.6	5.6	6.4	6.9	6.5	4.8	3.7	1.7	1.2	47.2
San Juan Valley	1.4	1.8	3.4	4.5	6.0	6.7	7.1	6.4	5.0	3.5	1.8	1.4	49.1
<b>SAN BERNARDINO</b>													
Baker	2.7	3.9	6.1	8.3	10.4	11.8	12.2	11.0	8.9	6.1	3.3	2.1	86.6
Barstow NE	2.2	2.9	5.3	6.9	9.0	10.1	9.9	8.9	6.8	4.8	2.7	2.1	71.7
Big Bear Lake	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Chino	2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6
Crestline	1.5	1.9	3.3	4.4	5.5	6.6	7.8	7.1	5.4	3.5	2.2	1.6	50.8
Lake Arrowhead	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Lucerne Valley	2.2	2.9	5.1	6.5	9.1	11.0	11.4	9.9	7.4	5.0	3.0	1.8	75.3
Needles	3.2	4.2	6.6	8.9	11.0	12.4	12.8	11.0	8.9	6.6	4.0	2.7	92.1
Newberry Springs	2.1	2.9	5.3	8.4	9.8	10.9	11.1	9.9	7.6	5.2	3.1	2.0	78.2
San Bernardino	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	2.0	55.6
Twentynine Palms	2.6	3.6	5.9	7.9	10.1	11.2	11.2	10.3	8.6	5.9	3.4	2.2	82.9
Victorville	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
<b>SAN DIEGO</b>													
Chula Vista	2.2	2.7	3.4	3.8	4.9	4.7	5.5	4.9	4.5	3.4	2.4	2.0	44.2
Escondido SPV	2.4	2.6	3.9	4.7	5.9	6.5	7.1	6.7	5.3	3.9	2.8	2.3	54.2
Miramar	2.3	2.5	3.7	4.1	5.1	5.4	6.1	5.8	4.5	3.3	2.4	2.1	47.1

<b>Appendix A - Reference Evapotranspiration (ET<sub>o</sub>) Table*</b>													
<b>County and City</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual ET<sub>o</sub></b>
<b>SAN DIEGO</b>													
Oceanside	2.2	2.7	3.4	3.7	4.9	4.6	4.6	5.1	4.1	3.3	2.4	2.0	42.9
Otay Lake	2.3	2.7	3.9	4.6	5.6	5.9	6.2	6.1	4.8	3.7	2.6	2.2	50.4
Pine Valley	1.5	2.4	3.8	5.1	6.0	7.0	7.8	7.3	6.0	4.0	2.2	1.7	54.8
Ramona	2.1	2.1	3.4	4.6	5.2	6.3	6.7	6.8	5.3	4.1	2.8	2.1	51.6
San Diego	2.1	2.4	3.4	4.6	5.1	5.3	5.7	5.6	4.3	3.6	2.4	2.0	46.5
Santee	2.1	2.7	3.7	4.5	5.5	6.1	6.6	6.2	5.4	3.8	2.6	2.0	51.1
Torrey Pines	2.2	2.3	3.4	3.9	4.0	4.1	4.6	4.7	3.8	2.8	2.0	2.0	39.8
Warner Springs	1.6	2.7	3.7	4.7	5.7	7.6	8.3	7.7	6.3	4.0	2.5	1.3	56.0
<b>SAN FRANCISCO</b>													
San Francisco	1.5	1.3	2.4	3.0	3.7	4.6	4.9	4.8	4.1	2.8	1.3	0.7	35.1
<b>SAN JOAQUIN</b>													
Farmington	1.5	1.5	2.9	4.7	6.2	7.6	8.1	6.8	5.3	3.3	1.4	0.7	50.0
Lodi West	1.0	1.6	3.3	4.3	6.3	6.9	7.3	6.4	4.5	3.0	1.4	0.8	46.7
Manteca	0.9	1.7	3.4	5.0	6.5	7.5	8.0	7.1	5.2	3.3	1.6	0.9	51.2
Stockton	0.8	1.5	2.9	4.7	6.2	7.4	8.1	6.8	5.3	3.2	1.4	0.6	49.1
Tracy	1.0	1.5	2.9	4.5	6.1	7.3	7.9	6.7	5.3	3.2	1.3	0.7	48.5
<b>SAN LUIS OBISPO</b>													
Arroyo Grande	2.0	2.2	3.2	3.8	4.3	4.7	4.3	4.6	3.8	3.2	2.4	1.7	40.0
Atascadero	1.2	1.5	2.8	3.9	4.5	6.0	6.7	6.2	5.0	3.2	1.7	1.0	43.7
Morro Bay	2.0	2.2	3.1	3.5	4.3	4.5	4.6	4.6	3.8	3.5	2.1	1.7	39.9
Nipomo	2.2	2.5	3.8	5.1	5.7	6.2	6.4	6.1	4.9	4.1	2.9	2.3	52.1
Paso Robles	1.6	2.0	3.2	4.3	5.5	6.3	7.3	6.7	5.1	3.7	2.1	1.4	49.0
San Luis Obispo	2.0	2.2	3.2	4.1	4.9	5.3	4.6	5.5	4.4	3.5	2.4	1.7	43.8
San Miguel	1.6	2.0	3.2	4.3	5.0	6.4	7.4	6.8	5.1	3.7	2.1	1.4	49.0
San Simeon	2.0	2.0	2.9	3.5	4.2	4.4	4.6	4.3	3.5	3.1	2.0	1.7	38.1
<b>SAN MATEO</b>													
Hal Moon Bay	1.5	1.7	2.4	3.0	3.9	4.3	4.3	4.2	3.5	2.8	1.3	1.0	33.7
Redwood City	1.5	1.8	2.9	3.8	5.2	5.3	6.2	5.6	4.8	3.1	1.7	1.0	42.8
Woodside	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
<b>SANTA BARBARA</b>													
Betteravia	2.1	2.6	4.0	5.2	6.0	5.9	5.8	5.4	4.1	3.3	2.7	2.1	49.1
Carpenteria	2.0	2.4	3.2	3.9	4.8	5.2	5.5	5.7	4.5	3.4	2.4	2.0	44.9
Cuyama	2.1	2.4	3.8	5.4	6.9	7.9	8.5	7.7	5.9	4.5	2.6	2.0	59.7
Goleta	2.1	2.5	3.9	5.1	5.7	5.7	5.4	5.4	4.2	3.2	2.8	2.2	48.1
Goleta Foothills	2.3	2.6	3.7	5.4	5.3	5.6	5.5	5.7	4.5	3.9	2.8	2.3	49.6
Guadalupe	2.0	2.2	3.2	3.7	4.9	4.6	4.5	4.6	4.1	3.3	2.4	1.7	41.1
Lompoc	2.0	2.2	3.2	3.7	4.8	4.6	4.9	4.8	3.9	3.2	2.4	1.7	41.1
Los Alamos	1.8	2.0	3.2	4.1	4.9	5.3	5.7	5.5	4.4	3.7	2.4	1.6	44.6
Santa Barbara	2.0	2.5	3.2	3.8	4.6	5.1	5.5	4.5	3.4	2.4	1.8	1.8	40.6
Santa Maria	1.8	2.3	3.7	5.1	5.7	5.8	5.6	5.3	4.2	3.5	2.4	1.9	47.4
Santa Ynez	1.7	2.2	3.5	5.0	5.8	6.2	6.4	6.0	4.5	3.6	2.2	1.7	48.7
Sisquoc	2.1	2.5	3.8	4.1	6.1	6.3	6.4	5.8	4.7	3.4	2.3	1.8	49.2
Solvang	2.0	2.0	3.3	4.3	5.0	5.6	6.1	5.6	4.4	3.7	2.2	1.6	45.6
<b>SANTA CLARA</b>													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5
Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0

**Appendix A - Reference Evapotranspiration (ET<sub>o</sub>) Table\***

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET <sub>o</sub>
<b>SANTA CLARA</b>													
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3
<b>SANTA CRUZ</b>													
De Laveaga	1.4	1.9	3.3	4.7	4.9	5.3	5.0	4.8	3.6	3.0	1.6	1.3	40.8
Green Valley Rd	1.2	1.8	3.2	4.5	4.6	5.4	5.2	5.0	3.7	3.1	1.6	1.3	40.6
Santa Cruz	1.5	1.8	2.6	3.5	4.3	4.4	4.8	4.4	3.8	2.8	1.7	1.2	36.6
Watsonville	1.5	1.8	2.7	3.7	4.6	4.5	4.9	4.2	4.0	2.9	1.8	1.2	37.7
Webb	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.2
<b>SHASTA</b>													
Burney	0.7	1.0	2.1	3.5	4.9	5.9	7.4	6.4	4.4	2.9	0.9	0.6	40.9
Fall River Mills	0.6	1.0	2.1	3.7	5.0	6.1	7.8	6.7	4.6	2.8	0.9	0.5	41.8
Glenburn	0.6	1.0	2.1	3.7	5.0	6.3	7.8	6.7	4.7	2.8	0.9	0.6	42.1
McArthur	0.7	1.4	2.9	4.2	5.6	6.9	8.2	7.2	5.0	3.0	1.1	0.6	46.8
Redding	1.2	1.4	2.6	4.1	5.6	7.1	8.5	7.3	5.3	3.2	1.4	0.9	48.8
<b>SIERRA</b>													
Downieville	0.7	1.0	2.3	3.5	5.0	6.0	7.4	6.2	4.7	2.8	0.9	0.6	41.3
Sierraville	0.7	1.1	2.2	3.2	4.5	5.9	7.3	6.4	4.3	2.6	0.9	0.5	39.6
<b>SISKIYOU</b>													
Happy Camp	0.5	0.9	2.0	3.0	4.3	5.2	6.1	5.3	4.1	2.4	0.9	0.5	35.1
MacDoel	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
Mt Shasta	0.5	0.9	2.0	3.0	4.5	5.3	6.7	5.7	4.0	2.2	0.7	0.5	36.0
Tule lake FS	0.7	1.3	2.7	4.0	5.4	6.3	7.1	6.4	4.7	2.8	1.0	0.6	42.9
Weed	0.5	0.9	2.0	2.5	4.5	5.3	6.7	5.5	3.7	2.0	0.9	0.5	34.9
Yreka	0.6	0.9	2.1	3.0	4.9	5.8	7.3	6.5	4.3	2.5	0.9	0.5	39.2
<b>SOLANO</b>													
Benicia	1.3	1.4	2.7	3.8	4.9	5.0	6.4	5.5	4.4	2.9	1.2	0.7	40.3
Dixon	0.7	1.4	3.2	5.2	6.3	7.6	8.2	7.2	5.5	4.3	1.6	1.1	52.1
Fairfield	1.1	1.7	2.8	4.0	5.5	6.1	7.8	6.0	4.8	3.1	1.4	0.9	45.2
Hastings Tract	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Putah Creek	1.0	1.6	3.2	4.9	6.1	7.3	7.9	7.0	5.3	3.8	1.8	1.2	51.0
Rio Vista	0.9	1.7	2.8	4.4	5.9	6.7	7.9	6.5	5.1	3.2	1.3	0.7	47.0
Suisun Valley	0.6	1.3	3.0	4.7	5.8	7.0	7.7	6.8	5.3	3.8	1.4	0.9	48.3
Winters	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
<b>SONOMA</b>													
Bennett Valley	1.1	1.7	3.2	4.1	5.5	6.5	6.6	5.7	4.5	3.1	1.5	0.9	44.4
Cloverdale	1.1	1.4	2.6	3.4	5.0	5.9	6.2	5.6	4.5	2.8	1.4	0.7	40.7
Fort Ross	1.2	1.4	2.2	3.0	3.7	4.5	4.2	4.3	3.4	2.4	1.2	0.5	31.9
Healdsburg	1.2	1.5	2.4	3.5	5.0	5.9	6.1	5.6	4.5	2.8	1.4	0.7	40.8
Lincoln	1.2	1.7	2.8	4.7	6.1	7.4	8.4	7.3	5.4	3.7	1.9	1.2	51.9
Petaluma	1.2	1.5	2.8	3.7	4.6	5.6	4.6	5.7	4.5	2.9	1.4	0.9	39.6
Santa Rosa	1.2	1.7	2.8	3.7	5.0	6.0	6.1	5.9	4.5	2.9	1.5	0.7	42.0
Valley of the Moon	1.0	1.6	3.0	4.5	5.6	6.6	7.1	6.3	4.7	3.3	1.5	1.0	46.1
Windsor	0.9	1.6	3.0	4.5	5.5	6.5	6.5	5.9	4.4	3.2	1.4	1.0	44.2
<b>STANISLAUS</b>													
Denair	1.0	1.9	3.6	4.7	7.0	7.9	8.0	6.1	5.3	3.4	1.5	1.0	51.4
La Grange	1.2	1.5	3.1	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Modesto	0.9	1.4	3.2	4.7	6.4	7.7	8.1	6.8	5.0	3.4	1.4	0.7	49.7
Newman	1.0	1.5	3.2	4.6	6.2	7.4	8.1	6.7	5.0	3.4	1.4	0.7	49.3
Oakdale	1.2	1.5	3.2	4.7	6.2	7.7	8.1	7.1	5.1	3.4	1.4	0.7	50.3

<b>Appendix A - Reference Evapotranspiration (ET<sub>o</sub>) Table*</b>													
<b>County and City</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual ET<sub>o</sub></b>
<b>STANISLAUS</b>													
Patterson	1.3	2.1	4.2	5.4	7.9	8.6	8.2	6.6	5.8	4.0	1.9	1.3	57.3
Turlock	0.9	1.5	3.2	4.7	6.5	7.7	8.2	7.0	5.1	3.4	1.4	0.7	50.2
<b>SUTTER</b>													
Nicolaus	0.9	1.6	3.2	4.9	6.3	7.5	8.0	6.9	5.2	3.4	1.5	0.9	50.2
Yuba City	1.3	2.1	2.8	4.4	5.7	7.2	7.1	6.1	4.7	3.2	1.2	0.9	46.7
<b>TEHAMA</b>													
Corning	1.2	1.8	2.9	4.5	6.1	7.3	8.1	7.2	5.3	3.7	1.7	1.1	50.7
Gerber	1.0	1.8	3.5	5.0	6.6	7.9	8.7	7.4	5.8	4.1	1.8	1.1	54.7
Gerber Dryland	0.9	1.6	3.2	4.7	6.7	8.4	9.0	7.9	6.0	4.2	2.0	1.0	55.5
Red Bluff	1.2	1.8	2.9	4.4	5.9	7.4	8.5	7.3	5.4	3.5	1.7	1.0	51.1
<b>TRINITY</b>													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Weaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
<b>TULARE</b>													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
<b>TUOLUMNE</b>													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
<b>VENTURA</b>													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
<b>YOLO</b>													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
<b>YUBA</b>													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4

\* The values in this table were derived from:

- 1) California Irrigation Management Information System (CIMIS);
- 2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
- 3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922;
- 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

## Appendix B - Sample Water Efficient Landscape Worksheet.

**WATER EFFICIENT LANDSCAPE WORKSHEET**

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) \_\_\_\_\_

Hydrozone # /Planting Description <sup>a</sup>	Plant Factor (PF)	Irrigation Method <sup>b</sup>	Irrigation Efficiency (IE) <sup>c</sup>	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) <sup>d</sup>
<b>Regular Landscape Areas</b>							
				Totals	(A)	(B)	
<b>Special Landscape Areas</b>							
				1			
				1			
				1			
				Totals	(C)	(D)	
						<b>ETWU Total</b>	
						<b>Maximum Allowed Water Allowance (MAWA)<sup>d</sup></b>	

<sup>a</sup>Hydrozone #/Planting Description

E.g.

1.) front lawn

2.) low water use plantings

3.) medium water use planting

<sup>b</sup>Irrigation Method

overhead spray

or drip

<sup>c</sup>Irrigation Efficiency

0.75 for spray head

0.81 for drip

<sup>d</sup>ETWU (Annual Gallons Required) =

Eto x 0.62 x ETAF x Area

where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

<sup>d</sup>MAWA (Annual Gallons Allowed) = (Eto) ( 0.62) [ (ETAF x LA)

+ ((1-ETAF) x SLA)]

where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

**ETAF Calculations****Regular Landscape Areas**

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	B ÷ A

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

**All Landscape Areas**

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	(B+D) ÷ (A+C)

23 CCR Appendix C  
**Appendix C - Sample Certificate of Completion.**

**PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE**

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

\*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

**PART 3. IRRIGATION SCHEDULING**

Attach parameters for setting the irrigation schedule on controller per ordinance Section 492.10.

**PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE**

Attach schedule of Landscape and Irrigation Maintenance per ordinance Section 492.11.

**PART 5. LANDSCAPE IRRIGATION AUDIT REPORT**

Attach Landscape Irrigation Audit Report per ordinance Section 492.12.

**PART 6. SOIL MANAGEMENT REPORT**

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per ordinance Section 492.6.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 492.6.



## **Appendix D - Prescriptive Compliance Option.**

(a) This appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.

(b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

(1) Submit a Landscape Documentation Package which includes the following elements:

(A) date

(B) project applicant

(C) project address (if available, parcel and/or lot number(s))

(D) total landscape area (square feet), including a breakdown of turf and plant material

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well

(G) contact information for the project applicant and property owner

(H) applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELO".

(2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

(3) Plant material shall comply with all of the following;

(A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

(B) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(4) Turf shall comply with all of the following:

(A) Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

(B) Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;

(C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

(D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(F) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(6) For non-residential projects with landscape areas of 1,000 sq. ft. or more, a private submeter(s) to measure landscape water use shall be installed.

(c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.



# Monterey County

## Item No.14

### Board Report

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

Legistar File Number: 21-1021

November 16, 2021

**Introduced:** 11/10/2021

**Current Status:** Draft

**Version:** 1

**Matter Type:** General Agenda Item

Consider whether to terminate, modify, or keep in place the facial covering requirement of Ordinance No. 5363.



# Monterey County

**Item No.15**

## Board Report

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

**Legistar File Number: OBM 21-109**

**November 16, 2021**

**Introduced:** 11/8/2021

**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:				November 16, 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. On October 5, 2021, the Board directed HCD to developed a pilot program to enforce STRs in District 5 and to return on to the Board on December 8, 2021 with the draft pilot program for consideration.	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. 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. This item will be discussed with the Human Resources Committee on December 17, 2021.	Pending
3	2017.20	11/19/19	Alejo	PWFP		Ishii	1/28/20	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020.  Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities.  At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding, and staff are following through with the application process.	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.	<p>Monterey County's travel policy managed by the Auditor-Controller has not been updated in many years and today, it does not compare with current market prices or organizational procedures and may exceed legal requirements. The current policy creates barriers for county staff to be able to effectively represent county business at conferences, trainings or in litigation. This policy also conflicts with another travel policy found in the Personnel Policies and Practices Resolution (PPPR). This referral seeks to update the policies to account for inconsistencies, business needs, efficiency, market prices, whether government rates are available or whether the discounted lodging rooms were secured by conference organizers, such as the California State Association of Counties. This lack in clarity in the existing policy is costing unnecessary staff time and an update would modernize our policy with current standards. The new policy should meet Federal and State law while supporting business efficiency.</p> <p>A revised policy was presented to the Board on November 6, 2018. An updated memo was submitted to the Board. A revised policy will be presented to the Board in January 2022.</p>	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/GLA		Ishii/Chiuolos	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	<p>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.</p> <p>During the entire month of September 2021, the Recycling Resource And Recovery Services (RRRS) of the Environmental Health Bureau had a survey on posted on the program's webpage seeking input from the public. The survey was live for 30 days and RRRS received a total of 294 responses and 94 comments. 70% of respondents Strongly Agreed and 13% Strongly Disagreed.</p>	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 #	Bid Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
10	2020.09	2/25/2020	Lopez	CAO		Chulos	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-December 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 was presented to the Capital Improvement Committee (CIC) meeting on September 13, 2021. Item scheduled for Board consideration in December 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. The Board will conduct a review of the amended referral process, along with the evaluation of outstanding referrals, on an annual basis.	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. The City of Carmel approved the agreement at its 7 Sep 21 City Council 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. Staff anticipates returning to the Board in November 2021.	Pending



Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
18	2021.09	5/25/2021	Phillips/Askey	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 in November December 2021.	Pending
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. A status report was presented to the Board on October 26, 2021.	Pending
21	2021.13	7/27/2021	Phillips	Health/Co Co.		Jimenez/Encarnacion/Girard		Desalination Amendment to County Code 10.72	<p>This referral seeks to expand entities allowed to own and operate desalination facilities to provide additional water supply while maintaining protections for health &amp; 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 rescission of Chapter 10.72.</p> <p>Desalination Amendment to County Code 10.72 – The item was taken back to the BOS of October 12, 2021 to consider providing further direction regarding amendments to Chapter 10.72 of the Monterey County Code regarding “Desalinization Treatment Facility” to include preparation of an Initial Study pursuant to the California Environmental Quality Act (“CEQA”). The BOS approved the motion so an initial study will need to be prepared.</p>	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. Staff provided a report and presentation for Board consideration on October 26, 2021. A status update will be provided to the Board in early 2022.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
23	2021.15	8/31/2021	Phillips	HCD/CoCo		Lundquist/Giard		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. The Board of Supervisors considered the preliminary analysis on September 28, 2021 and requested that HCD and the County Counsel's Office conduct a comprehensive analysis per the referral's direction.	Pending
24	2021.16	9/14/2021	Alejo	Health/CAO		Jimenez/Chiuulos		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 was provided to the Board on October 5, 2021. Staff will continue to send out positive and accurate health information via social media to keep the/our community safe and will continue to identify and label health misinformation and disseminate timely to counter misinformation. 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 additional staffing and funding if needed, in November 2021. Otherwise, staff will return to the Board in January 2022 to provide a status update.	Pending
25	2021.17	9/21/2021	Askew/Alejo	CAO/DSS		Chiuulos/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 was provided to the Board on October 12, 2021. Request for confirmation of referral completion has been submitted to the referring supervisors.	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 was provided to the Board on November 2, 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 was provided to the Board on October 26, 2021. A formal referral response will be provided in 90 days (late January 2022).	Pending
28	2021.20	10/12/2021	Phillips	DA	DSS	Pacioni/Medina		Family Justice Center	This referral seeks to direct staff to research and come back to the Board of Supervisors with potential funding and locations suitable for a Family Justice Center. This referral would also direct staff to coordinate and work with the City of Salinas and agencies who would be part of the Family Justice Center. A preliminary response will be due to the Board on November 16, 2021.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
29	2021.21	10/19/2021	Adams	CAO		Vega		Big Sur Byway Organization Budget Unit	This referral is to request that the Budget Office establish a new budget unit for the Big Sur Byway Organization to establish the required mechanism for appropriation of grants or other funds. The referral also requests that the Board of Supervisors consideration allocating seed funds in the amount of \$10,000 to further support establishment of the organization, to contract for assistance from the RCDMC for administrative support, and to enter into a letter of agreement the NTC to cover efforts to obtain funding, when funding is awarded. Staff will provide a preliminary analysis to the Board on December 7 <del>November 16</del> , 2021.	Pending
30	2021.22	10/26/2021	Phillips	PW/PF		Ishii		Roadside Camping Prohibition Enforcement	This referral requests that staff implement requisite signage to clarify and strengthen the ability for Monterey County Sheriff's Office peace officers to enforce and better implement the intent of Monterey County Code Section 12.28.021 to enforce the no overnight parking ordinance. A preliminary response will be due to the Board on November 16, 2021.	Pending
31	2021.23	11/2/2021	Alejo	CAO		Chiulos		Monterey County Director of Homeless Strategies and Solutions	This referral seeks to create a new management position to better coordinate homelessness services, strategies and solutions in Monterey County, to realize more permanent supportive housing, and collaborate with key stakeholders to end homelessness in Monterey County. A preliminary response will be due to the Board on December 7, 2021.	Pending
32	2021.24	11/2/2021	Alejo	HCD		Lundquist		Housing Authority of Monterey County Civil Grand Jury Complaint	This referral seeks to make a formal request from the Monterey County Board of Supervisors to the Monterey County Civil Grand Jury to investigate the Housing Authority of Monterey County and make recommendations for improving organizational effectiveness and delivery of services to county residents. A preliminary response will be due to the Board on December 7, 2021.	Pending
33	2021.25	#####	Askew	PWFP		Ishii		East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process.	"NEW" Pending Approval on 11/16/21
34	2021.26	11/16/2021	Lopez	CAO		D'Adamo		Letter of Concern to California Citizens Redistricting Commission	This referral seeks to send a letter of concern to California Citizens Redistricting Commission in regards to the proposed redistricting maps and their impact on the Salinas Valley.	"URGENT" Pending Consideration on 11/16/21
									Completed by Executive Assistant on November 10, 2021	

**Monterey County Board of Supervisors  
Referral Submittal Form**

**Referral No. 2021.25**  
**Assignment Date: 11/16/21**  
(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: 11/1/2021	Submitted By: Supervisor Wendy Root Askew	District #: 4
Referral Title: East Garrison Street Renaming		
Referral Purpose: Identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process		
Brief Referral Description (attach additional sheet as required): Several streets in the East Garrison community are named for Confederate soldiers and/or other individuals who may have been Human Rights violators. Community members have expressed concerns about the names, the street naming process, and requested the County undertake a renaming as appropriate. The current process does not include any evaluation of name appropriateness. Staff are requested to report back on the list of potentially impacted streets, the process for re-naming streets, the estimated timeline to make name changes, the cost and a proposed revised Street Naming Policy. In addition, staff is requested to identify funds to undertake any proposed renaming since the original names were approved by the County		
<b>Classification - Implication</b>		<b>Mode of Response</b>
<input type="checkbox"/> Ministerial / Minor <input checked="" type="checkbox"/> <b>Land Use Policy</b> <input checked="" type="checkbox"/> <b>Social Policy</b> <input checked="" type="checkbox"/> <b>Budget Policy</b> <input type="checkbox"/> Other: _____		<input type="checkbox"/> Memo <input type="checkbox"/> Board Report <input checked="" type="checkbox"/> <b>Presentation</b>
		<b>Requested Response Timeline</b>
		<input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> Status reports until completed <input checked="" type="checkbox"/> <b>Other: no later than April 30, 2022</b> <input type="checkbox"/> Specific Date: _____

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:**

Department(s): Public Works, Facilities and Parks	Referral Lead: Randy Ishii	Board Date: November 16, 2021
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**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:**

Department(s):	Referral Lead:	Date:
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**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: _____	<b>Department's Recommended Response Timeline</b> <input type="checkbox"/> By requested date <input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months <input type="checkbox"/> 1 year <input type="checkbox"/> Other/Specific Date: _____

**REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:**

Referral Response Date:	Board Item No.:	Referrals List Deletion:
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**Note:** Please cc Karina Bokanovich, Rocio Quezada and Maegan Ruiz-Ignacio on all CAO correspondence relating to referrals.

# Monterey County Board of Supervisors Referral Submittal Form

**Referral No. 2021.26**  
**Assignment Date: 11/16/21**  
(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: 11/9/21	Submitted By: Supervisor Lopez	District #: 3
Referral Title: Letter of Concern to California Citizens Redistricting Commission		
Referral Purpose: To send a letter of concern to California Citizens Redistricting Commission in regards to the proposed redistricting maps and their impact on the Salinas Valley.		
<p>Brief Referral Description (attach additional sheet as required): The maps being proposed by California Citizens Redistricting Commission divide the communities of the Salinas Valley, who share economic, political, and cultural backgrounds. The proposed maps appear to prioritize the needs of other communities while ignoring and willingly breaking up the political voice of the Salinas Valley. The communities along the 101 corridor, including Bradley, San Ardo, San Lucas, King City, Greenfield, Soledad, Gonzales, Salinas and the San Antonio Valley should be kept in a single district for Assembly, Senate, and Congressional districting purposes.</p> <p>Supervisor Lopez requests urgent consideration per language in referral process "8. Occasionally, referrals may be made on urgent matters wherein the time necessary to provide the preliminary departmental analysis and referral completion outlined above will extend beyond the time relevant to the referral. For example, a referral to take a position on urgent State or Federal legislation with an anticipated date of adoption within twenty-one (21) days.</p> <p>a) Urgent Referrals will be separately listed on the Board's Agenda under CAO Comments &amp; Referrals for consideration. The CAO and/or a department representative may provide a summary of the referral including potential costs, challenges for completion and alternatives. The Board shall take an action on urgent referrals to:</p> <p>i. Direct the referral be processed and completed as requested;</p> <p>ii. Direct the referral be processed and completed with modifications; or,</p> <p>iii. Reject the referral."</p>		
<b>Classification - Implication</b>		<b>Mode of Response</b>
<input type="checkbox"/> Ministerial / Minor <input type="checkbox"/> Land Use Policy <input checked="" type="checkbox"/> <b>Social Policy</b> <input type="checkbox"/> Budget Policy <input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> <b>Memo</b> <input type="checkbox"/> Board Report <input type="checkbox"/> Presentation
		<b>Requested Response Timeline</b>
		<input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> Status reports until completed <input checked="" type="checkbox"/> <b>Other: Urgent</b> <input checked="" type="checkbox"/> <b>Specific Date: 11/16/21</b>

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:**

Department(s): County Administrative Office	Referral Lead: Annette D'Adamo	Board Date: 11/16/21
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**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:**

Department(s):	Referral Lead:	Date:
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**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.



# MONTEREY COUNTY



## BOARD OF SUPERVISORS

LUIS A. ALEJO, *District 1*

JOHN M. PHILLIPS, *District 2*

CHRIS M. LOPEZ, *District 3*

WENDY ROOT ASKEW, *Chair, District 4*

MARY ADAMS, *Vice Chair, District 5*

November 16, 2021

California Citizens Redistricting Commission  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814

**Re: Redistricting Impacts on the Salinas Valley**

Dear 2020 California Citizens Redistricting Commission Members:

The Monterey County Board of Supervisors wishes to express concerns associated with the visualizations that have been used to craft Congressional, Senate, and Assembly districts covering the Salinas Valley. It is our belief that the communities of Bradley, Lockwood, San Lucas, San Ardo, King City, Greenfield, Soledad, Gonzales, and Salinas should remain within shared districts for the three seats mentioned above. This region shares communities of interest, economic ties, historical representation and local government representation that would be negatively impacted if these lines are adopted.

The Congressional map dated November 7, 2021 shows a clearly gerrymandered grab of the community of Soledad. This line separates the communities of Soledad and Gonzales, who are so closely knit that until relatively recently they shared one high school district. Tying the community of Soledad to the coastal district, without any way of getting there but to drive North or South on Highway 101, through communities encompassed on either side by the neighboring congressional district is unacceptable.

The Senate visualization divides the community of King City from the unincorporated area known as Pine Canyon, if you ask any resident of Pine Canyon where they live the answer will undoubtedly be King City. There are no schools, grocery stores, clinics or resources in Pine Canyon. These communities are one and the same, yet in the November 7<sup>th</sup> iteration of the maps they are split and represented by different Senate districts.

The Assembly visualization too divides the community of King City in half, and perhaps more egregiously drops San Lucas, San Ardo, Bradley and Lockwood out of the district. All of these communities do their grocery shopping in King City, they share the same High School District, King City Joint Union High School District, and have a shared economic interest with a basis in Agriculture.

These communities share a single Supervisorial District within our County, Monterey County's Third District. Through the pandemic the Supervisor of the District met weekly with the Mayors of each of the incorporated jurisdictions listed in this letter to collaboratively address the challenges of the pandemic. The cities of the Salinas Valley have worked together and with their Supervisor to address issues exacerbated by the digital divide, access to healthcare, transportation issues on the only major corridor, Highway 101, amongst other challenges. To divide them through this process would be detrimental to their ability to collectively raise concerns about shared issues.

The Voting Rights Act may no longer be the law of the land, but we must not ignore the lessons that necessitated its creation and implementation. The lines proposed divide a larger community, in every sense of the word, they are proud to share the moniker Southern Monterey County. We ask that you reconsider any recommendations that divides this region.

Sincerely,

**DRAFT**

Wendy Root Askew  
Chair, Monterey County Board of Supervisors



# Monterey County

## Item No.16

### Board Report

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

Legistar File Number: PAR 21-016

November 16, 2021

Introduced: 11/4/2021

Current Status: Agenda Ready

Version: 1

Matter Type: Preliminary Analysis  
Report

Receive a preliminary analysis report in response to **Board Referral No. (#2021.20)** requesting the Board of Supervisors seek and direct staff with potential funding and locations suitable for a Monterey County Family Justice Center. Including coordinating and working with the City of Salinas and related service providers who would be a part of the Family Justice Center.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a preliminary analysis report in response to **Board Referral No. (#2021.20)**;
- b. Direct that staff proceed with completion of referral based on description in this report; or
- c. 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.
- d. Provide further direction, as appropriate.

#### SUMMARY:

On October 12, 2021 the Board added Supervisor Phillips' referral #2021.20 to the Monterey County Board of Supervisors matrix. The purpose of the referral is to identify potential funding sources and suitable locations as well as identifying opportunities to collaborate with the City of Salinas, Social Services, and allied service agencies.

#### Proposed Project Description:

As stated in the referral a Family Justice Center provides wrap around services to victims of intimate partner violence, sexual assault, child abuse, and elder abuse. A Family Justice Center provides a one-stop center for victims and their family members. Survivors can receive assistance in obtaining Temporary Restraining Orders, finding safe housing, meeting with prosecutors and investigators, and obtaining forensic exams including primary prevention services such as information and referral services for families at risk of experiencing Child Protective Services involvement.

#### Estimated Project Cost:

Currently we are unable to provide an estimated cost. There are considerable variables based on identifying a suitable location. We are seeking grant funding through the California Office of

Emergency Services (CalOES) and anticipate their selection of grantees in March 2022.

Staffing Level Estimate:

The Family Justice Center would need an executive director to run the center. The District Attorney has sufficient personnel to support the Family Justice Center with the exception of the executive director position. We have Deputy District Attorneys, District Attorney Investigators, and Victim Assistance Advocates currently assigned to the target population. Social Services have social workers who are assigned to the same population. The vision for Monterey County's Family Justice Center model includes local nonprofits and allied agencies co-locating their staff at the Center, and them absorbing their respective agencies staff related cost.

Departmental Challenges:

Meeting with City of Salinas - currently scheduled for November 29, 2021.

Identifying funding sources outside government grants.

Identifying a suitable building and location.

Develop agreements with relevant non-profits and allied agencies.

Proposed Response Date:

Monterey County District Attorney and Social Services Director will report back to the Board of Supervisors in March of 2022.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This referral will support the Board of Supervisors Strategic Initiatives by providing vital services to victims of crime and their family members.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development

☐ Administration

☒ Health & Human Services

☐ Infrastructure

☒ Public Safety

Prepared by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:

Board Referral No. # 2021.20



# Monterey County

Item No.

## Board Report

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

Legistar File Number: PAR 21-016

November 16, 2021

Introduced: 11/4/2021

Version: 1

Current Status: Agenda Ready

Matter Type: Preliminary Analysis  
Report

Receive a preliminary analysis report in response to **Board Referral No. (#2021.20)** requesting the Board of Supervisors seek and direct staff with potential funding and locations suitable for a Monterey County Family Justice Center. Including coordinating and working with the City of Salinas and related service providers who would be a part of the Family Justice Center.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a preliminary analysis report in response to **Board Referral No. (#2021.20)**;
- b. Direct that staff proceed with completion of referral based on description in this report; or
- c. 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.
- d. Provide further direction, as appropriate.

### SUMMARY:

On October 12, 2021 the Board added Supervisor Phillips' referral #2021.20 to the Monterey County Board of Supervisors matrix. The purpose of the referral is to identify potential funding sources and suitable locations as well as identifying opportunities to collaborate with the City of Salinas, Social Services, and allied service agencies.

### Proposed Project Description:

As stated in the referral a Family Justice Center provides wrap around services to victims of intimate partner violence, sexual assault, child abuse, and elder abuse. A Family Justice Center provides a one-stop center for victims and their family members. Survivors can receive assistance in obtaining Temporary Restraining Orders, finding safe housing, meeting with prosecutors and investigators, and obtaining forensic exams including primary prevention services such as information and referral services for families at risk of experiencing Child Protective Services involvement.

### Estimated Project Cost:

Currently we are unable to provide an estimated cost. There are considerable variables based on identifying a suitable location. We are seeking grant funding through the California Office of

Emergency Services (CalOES) and anticipate their selection of grantees in March 2022.

Staffing Level Estimate:

The Family Justice Center would need an executive director to run the center. The District Attorney has sufficient personnel to support the Family Justice Center with the exception of the executive director position. We have Deputy District Attorneys, District Attorney Investigators, and Victim Assistance Advocates currently assigned to the target population. Social Services have social workers who are assigned to the same population. The vision for Monterey County's Family Justice Center model includes local nonprofits and allied agencies co-locating their staff at the Center, and them absorbing their respective agencies staff related cost.

Departmental Challenges:

Meeting with City of Salinas - currently scheduled for November 29, 2021.

Identifying funding sources outside government grants.

Identifying a suitable building and location.

Develop agreements with relevant non-profits and allied agencies.

Proposed Response Date:

Monterey County District Attorney and Social Services Director will report back to the Board of Supervisors in March of 2022.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This referral will support the Board of Supervisors Strategic Initiatives by providing vital services to victims of crime and their family members.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development

☐ Administration

☒ Health & Human Services

☐ Infrastructure

☒ Public Safety

Prepared by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470



Attachments:

Board Referral No. # 2021.20



# Monterey County

## Item No.17

### Board Report

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

Legistar File Number: 21-1005

November 16, 2021

Introduced: 11/9/2021

Current Status: Agenda Ready

Version: 2

Matter Type: General Agenda Item

- a. Receive a preliminary analysis report in response to **Board Referral No. 2021.22** to codify 'No Overnight Parking' on Potrero Road in Moss Landing;
- b. Direct that the referral be completed as outlined in this preliminary response.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a) Receive a preliminary analysis report in response to Board Referral No. 2021.22; and,
- b) Direct that the referral be completed as outlined in this preliminary response.

#### SUMMARY:

The referenced referral requests to codify 'No Overnight Parking' on Potrero Road in Moss Landing.

#### PRELIMINARY ANALYSIS:

**Background:** Illegal roadside camping on Potrero has created public health and safety concerns for the community of Moss Landing, particularly regarding fire safety and dumping of waste, including human waste. The intent of applying and enforcing the ordinance is to install the requisite signage, and clarify and strengthen the ability for peace officers to enforce and better implement the intent of Monterey County Code Section 12.28.021 (No Overnight Parking). Codification of 'No Overnight Parking' on Potrero Road would allow the installation of appropriate signage to alert motorists of the parking restrictions, and enable law enforcement to cite violators and enforce 'No Overnight Parking.' Said referral was assigned to Public Works, Facilities, and Parks at the October 26, 2021 Board meeting.

**Project Description:** The referral involves completion of the following tasks:

- Prepare ordinance and staff report to present to the Board for consideration. Includes the amount of time to route an item through the levels of departmental review prior to an item being taken to the Board for consideration.
- Schedule and present a public hearing per the California Government Code.
- If approved, allow thirty days to pass per California Government Code Section 25123.
- Install requisite signage.

Note: Due to the health and safety concerns, if it decided this should be an urgency ordinance, the timeframes are compressed and accelerated.

**Estimated Project Cost:** Costs associated with the completion of this referral include the cost for

staff time, and the cost of labor and materials. Estimated cost may be upwards of \$15,000. Staff costs will be absorbed by lead department and assisting departments (Public Works, Facilities and Parks; and County Counsel).

**Staffing Level Estimate:** It is anticipated that one (1) to two (2) Public Works, Facilities and Parks staff, along with County Counsel staff will be utilized to complete a response to the subject referral. Additional field crew personnel will be required for installation of signs.

**Departmental Challenges:** The department does not foresee any challenges at this time that would impede its ability in completing this referral by the proposed response date referenced below. Coordination with HCD indicates that the proposed parking prohibition would not require a Coastal Development Permit, and preliminary coordination with local community indicates support for the proposed parking prohibition.

**Proposed Response Date:** To allow sufficient time for a more robust response and to prepare the draft ordinance, staff proposes to return to the Board in January 2022. An additional thirty days after Board approval will be required for the ordinance to be effective and enforceable, at which time requisite signage can be installed. Again, this is dependent on the decision of if this is an urgency ordinance or due course ordinance.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This item further advances the Board of Supervisors Board of Supervisors' Strategic Initiative for Infrastructure and Public Safety, meeting our Facilities, Water, Technology and Transportation needs, and will improve the quality of life for County residents.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Chad Alinio, PE, Senior Civil Engineer

Approved by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

Attachments:

Board Referral No. 2021.22 - Codify No Overnight Parking on Potrero Road

(Attachments are on file with the Clerk to the Board)







# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 21-1005**

**November 16, 2021**

**Introduced:** 11/9/2021

**Current Status:** Agenda Ready

**Version:** 2

**Matter Type:** General Agenda Item

- a. Receive a preliminary analysis report in response to **Board Referral No. 2021.22** to codify 'No Overnight Parking' on Potrero Road in Moss Landing;
- b. Direct that the referral be completed as outlined in this preliminary response.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a) Receive a preliminary analysis report in response to Board Referral No. 2021.22; and,
- b) Direct that the referral be completed as outlined in this preliminary response.

### SUMMARY:

The referenced referral requests to codify 'No Overnight Parking' on Potrero Road in Moss Landing.

### PRELIMINARY ANALYSIS:

**Background:** Illegal roadside camping on Potrero has created public health and safety concerns for the community of Moss Landing, particularly regarding fire safety and dumping of waste, including human waste. The intent of applying and enforcing the ordinance is to install the requisite signage, and clarify and strengthen the ability for peace officers to enforce and better implement the intent of Monterey County Code Section 12.28.021 (No Overnight Parking). Codification of 'No Overnight Parking' on Potrero Road would allow the installation of appropriate signage to alert motorists of the parking restrictions, and enable law enforcement to cite violators and enforce 'No Overnight Parking.' Said referral was assigned to Public Works, Facilities, and Parks at the October 26, 2021 Board meeting.

**Project Description:** The referral involves completion of the following tasks:

- Prepare ordinance and staff report to present to the Board for consideration. Includes the amount of time to route an item through the levels of departmental review prior to an item being taken to the Board for consideration.
- Schedule and present a public hearing per the California Government Code.
- If approved, allow thirty days to pass per California Government Code Section 25123.
- Install requisite signage.

Note: Due to the health and safety concerns, if it decided this should be an urgency ordinance, the timeframes are compressed and accelerated.

**Estimated Project Cost:** Costs associated with the completion of this referral include the cost for

Legistar File Number: 21-1005

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staff time, and the cost of labor and materials. Estimated cost may be upwards of \$15,000. Staff costs will be absorbed by lead department and assisting departments (Public Works, Facilities and Parks; and County Counsel).

**Staffing Level Estimate:** It is anticipated that one (1) to two (2) Public Works, Facilities and Parks staff, along with County Counsel staff will be utilized to complete a response to the subject referral. Additional field crew personnel will be required for installation of signs.

**Departmental Challenges:** The department does not foresee any challenges at this time that would impede its ability in completing this referral by the proposed response date referenced below. Coordination with HCD indicates that the proposed parking prohibition would not require a Coastal Development Permit, and preliminary coordination with local community indicates support for the proposed parking prohibition.

**Proposed Response Date:** To allow sufficient time for a more robust response and to prepare the draft ordinance, staff proposes to return to the Board in January 2022. An additional thirty days after Board approval will be required for the ordinance to be effective and enforceable, at which time requisite signage can be installed. Again, this is dependent on the decision of if this is an urgency ordinance or due course ordinance.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:


This item further advances the Board of Supervisors Board of Supervisors' Strategic Initiative for Infrastructure and Public Safety, meeting our Facilities, Water, Technology and Transportation needs, and will improve the quality of life for County residents.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Chad Alinio, PE, Senior Civil Engineer

Approved by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks 

Attachments:

Board Referral No. 2021.22 - Codify No Overnight Parking on Potrero Road

(Attachments are on file with the Clerk to the Board)

# Monterey County Board of Supervisors Referral Submittal Form

**Referral No.**  
**Assignment Date: 10/26/2021**  
(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: 10-20-21	Submitted By: Supervisor John Phillips	District #2
Referral Title: Roadside Camping Prohibition Enforcement		
Referral Purpose: Codify no overnight parking policy on Potrero Road in Moss Landing		
Brief Referral Description: Illegal roadside camping on Potrero has created public health and safety concerns for the community of Moss Landing, particularly regarding fire safety and dumping of waste, including human waste. The purpose of this referral is to implement requisite signage to clarify and strengthen the ability for Monterey County Sheriff's Office peace officers to enforce and better implement the intent of Monterey County Code Section 12.28.021 to enforce the no overnight parking ordinance.		
<b>Classification - Implication</b>		<b>Mode of Response</b>
<input type="checkbox"/> Ministerial / Minor <input type="checkbox"/> Land Use Policy <input type="checkbox"/> Social Policy <input type="checkbox"/> Budget Policy <input checked="" type="checkbox"/> Other: _____		<input type="checkbox"/> Memo <input checked="" type="checkbox"/> Board Report <input type="checkbox"/> Presentation
		<b>Requested Response Timeline</b>
		<input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input checked="" type="checkbox"/> Status reports until completed <input type="checkbox"/> Other: _____ <input type="checkbox"/> Specific Date: _____

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office :**

Department(s): <b>Public Works, Parks and Facilities</b>	Referral Lead: <b>Randy Ishii</b>	Board Date: <b>10/26/21</b>
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**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:**

Department(s):	Referral Lead:	Date:
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**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:	<b>Department's Recommended Response Timeline</b>
_____	<input type="checkbox"/> By requested date <input checked="" type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months <input type="checkbox"/> 1 year <input type="checkbox"/> Other/ Specific Date: _____
Date: _____	

**REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:**

Referral Response Date:	Board Item No.:	Referrals List Deletion:
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**Note:** cc: Karina Bokanovich, Maegan Ruiz-Ignacio and Rocio Quezada on all CAO correspondence relating to referrals.



# Monterey County

## Item No.18

### Board Report

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

Legistar File Number: OBM 21-110

November 16, 2021

**Introduced:** 11/8/2021

**Version:** 1

**Current Status:** Board Comments

**Matter Type:** Other Board Matters

Board Comments



# Monterey County

## Item No.19

### Board Report

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

Legistar File Number: A 21-507

November 16, 2021

**Introduced:** 10/7/2021

**Current Status:** Natividad Medical Center -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No.4 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software and maintenance services, extending the agreement an additional one (1) year period (retroactive to August 1, 2021 through July 31, 2022) for a revised full agreement term of July 11, 2017 through July 31, 2022, and adding \$29,273 for a revised total agreement amount not to exceed \$176,584.
- b. Authorize the Interim Chief Executive Officer for NMC or his designee to execute one (1) future amendment to the agreement which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement.

#### **RECOMMENDATION:**

##### **It is recommended the Board of Supervisors:**

- a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No.4 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software and maintenance services, extending the agreement an additional one (1) year period (retroactive to August 1, 2021 through July 31, 2022) for a revised full agreement term of July 11, 2017 through July 31, 2022, and adding \$29,273 for a revised total agreement amount not to exceed \$176,584.
- b. Authorize the Interim Chief Executive Officer for NMC or his designee to execute one (1) future amendment to the agreement which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement.

#### **SUMMARY/DISCUSSION:**

Natividad Medical Center provides food and nutritional services to patients, visitors, and employees as part of its daily operations. CBORD's electronic system Foodservice Suite (FSS) improves service delivery efficiency, patient safety and meal satisfaction as well as assists with compliance with the Joint Commission (TJC) and the Centers for Medicare and Medicaid Services (CMS) food services standards.

The CBORD software provides automation to the process of patient meal service, reporting, and

analysis. This includes interfacing with the Meditech system, improved diet order accuracy, production standards, and reduced waste. CBORD supports NMC's future goal of expanding meal services to the room service model where patients can order meals from their bedside.

NMC is requesting approval to amend the existing agreement to extend service and maintenance for an additional one year period to allow for services to continue. This amendment also increases the number of user licenses from 5 to 10.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel reviewed and approved this renewal and amendment No. 4 as to form, and the Auditor-Controller reviewed and approved as to payment provisions. The renewal and amendment No. 4 was reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 13, 2021.

**FINANCING:**

The cost for this renewal and amendment No. 4 is \$29,273 which is included in the Fiscal Year 2021-22 Adopted Budget.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement is for a software system that will improve food and nutrition services for NMC patients. This will directly contribute to a more efficient and effective use of resources within NMC.

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

Prepared by: Raquel Mojica, IT Business Applications Manager, 831-783-2812

Approved by: Dr. Chad Harris, Interim Chief Executive Officer, 831-783-2504

Attachments:

- The CBORD Group Renewal and Amendment 4
- The CBORD Group Amendment 3
- The CBORD Group Amendment 2
- The CBORD Group Renewal and Amendment 1
- The CBORD Group Agreement

Attachments on file with the Clerk of the Board







# Monterey County

Item No.

## Board Report

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

Legistar File Number: A 21-507

November 16, 2021

Introduced: 10/7/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No.4 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software and maintenance services, extending the agreement an additional one (1) year period (retroactive to August 1, 2021 through July 31, 2022) for a revised full agreement term of July 11, 2017 through July 31, 2022, and adding \$29,273 for a revised total agreement amount not to exceed \$176,584.
- b. Authorize the Interim Chief Executive Officer for NMC or his designee to execute one (1) future amendment to the agreement which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement.

### **RECOMMENDATION:**

#### **It is recommended the Board of Supervisors:**

- a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No.4 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software and maintenance services, extending the agreement an additional one (1) year period (retroactive to August 1, 2021 through July 31, 2022) for a revised full agreement term of July 11, 2017 through July 31, 2022, and adding \$29,273 for a revised total agreement amount not to exceed \$176,584.
- b. Authorize the Interim Chief Executive Officer for NMC or his designee to execute one (1) future amendment to the agreement which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement.

### **SUMMARY/DISCUSSION:**

Natividad Medical Center provides food and nutritional services to patients, visitors, and employees as part of its daily operations. CBORD's electronic system Foodservice Suite (FSS) improves service delivery efficiency, patient safety and meal satisfaction as well as assists with compliance with the Joint Commission (TJC) and the Centers for Medicare and Medicaid Services (CMS) food services standards.

The CBORD software provides automation to the process of patient meal service, reporting, and analysis. This includes interfacing with the Meditech system, improved diet order accuracy, production

standards, and reduced waste. CBORD supports NMC's future goal of expanding meal services to the room service model where patients can order meals from their bedside.

NMC is requesting approval to amend the existing agreement to extend service and maintenance for an additional one year period to allow for services to continue. This amendment also increases the number of user licenses from 5 to 10.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel reviewed and approved this renewal and amendment No. 4 as to form, and the Auditor-Controller reviewed and approved as to payment provisions. The renewal and amendment No. 4 was reviewed and approved by NMC's Finance Committee and by its Board of Trustees on July 13, 2021.

**FINANCING:**

The cost for this renewal and amendment No. 4 is \$29,273 which is included in the Fiscal Year 2021-22 Adopted Budget.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement is for a software system that will improve food and nutrition services for NMC patients. This will directly contribute to a more efficient and effective use of resources within NMC.

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

Prepared by: Raquel Mojica, IT Business Applications Manager, 831-783-2812

Approved by: Dr. Chad Harris, Interim Chief Executive Officer, 831-783-2504

Attachments:

- The CBORD Group Renewal and Amendment 4
- The CBORD Group Amendment 3
- The CBORD Group Amendment 2
- The CBORD Group Renewal and Amendment 1
- The CBORD Group Agreement

Attachments on file with the Clerk of the Board

Dr. Charles R. Harris  
Dr. Charles R. Harris, Interim Chief Executive Officer

10/26/21  
Date

**RENEWAL AND AMENDMENT NO. 4  
TO SERVICES AGREEMENT  
BETWEEN CBORD GROUP, INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
FOOD AND NUTRITION SOFTWARE AND MAINTENANCE SERVICES**

This Renewal and Amendment No. 4 to the Services Agreement ("Agreement") which was effective on July 11, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and The CBORD Group, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

**RECITALS**

**WHEREAS**, the Agreement was executed for hospital food and nutrition software and maintenance services with a term July 11, 2017 through July 10, 2018 and a total Agreement amount not to exceed \$109,770.32; and

**WHEREAS**, the Parties amended the Agreement on January 15, 2019 via Renewal and Amendment No. 1 to extend the term for an additional one year period through July 10, 2019 and to add an additional \$12,145.54, thereby increasing the total Agreement amount to \$121,915.86; and

**WHEREAS**, the Parties amended the Agreement on June 28, 2019 via Amendment No. 2 to extend the term for an additional one year and twenty one (21) day period through July 31, 2020 to allow for services with additions to the original scope of work, and to add an additional \$12,509.89, thereby increasing the total Agreement amount to \$134,425.75 ; and

**WHEREAS**, the Parties amended the Agreement on May 12, 2020 to extend it for an additional one year period through July 31, 2021 to allow for services to continue, with additions to the original scope of work attached hereto as "Exhibit A-3 per Amendment No. 3", with a \$12,885.18 increase for the added services for a total Agreement amount of \$147,310.93.

**WHEREAS**, COUNTY and CONTRACTOR currently wish to renew and amend the Agreement to extend it for an additional one (1) year period through July 31, 2022 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-4 per Amendment No. 4" with a \$29,273.84 increase for the added services for a total Agreement amount of \$176,584.77.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. *"Customer shall pay CBORD in accordance with the payment provisions set forth in ATTACHMENT 1 INVESTMENT OUTLINE, ATTACHMENT 1-A as per Renewal and Amendment No. 1, ATTACHMENT A-B as per Amendment No. 2, ATTACHMENT A-C as per Amendment No. 3 and Exhibit A-4 attached hereto this Amendment No. 4. The total amount payable to CBORD under this Agreement amounts to the sum of \$176,584.77."*

2. The first sentence of Section 21 titled, "Term/Effective Date" shall be amended to the following:  
*"The term of this Agreement is from July 11, 2017 through July 31, 2022 unless sooner terminated pursuant to the terms of this Agreement."*
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, Amendment No. 2 and Amendment No. 3.
4. A copy of this Renewal and Amendment No. 4 shall be attached to the Agreement.
5. This Renewal and Amendment No. 4 shall be effective retroactively on August 1, 2021.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of**  
**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Dr. Charles Harris, CEO (Interim)

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By:  \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: 10/5/2021

**APPROVED AS TO FISCAL PROVISIONS**

By:  \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 10-5-2021

**CONTRACTOR**


The CBORD Group, Inc.  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

By:  \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

Jim Hoefflin | President and CEO

\_\_\_\_\_  
Name and Title

Date: 09/27/2021

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

Robert DeCarlo | SVP and CFO

\_\_\_\_\_  
Name and Title

Date: 09/27/2021

**\*\*\*Instructions\*\*\***

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

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

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

Exhibit A-4 Per Renewal and Amendment No. 4

The CBORD Group Inc.  
950 Danby Road  
Suite 100  
Ithaca NY 14850  
United States

**Bill To**

Accounts Payable  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas CA 93906  
United States

**Phone: 844.462.2673**  
**Fed ID #:20-1231681**

*For questions regarding this quote, please contact Billing at 844.462.2673 or [billing@cbord.com](mailto:billing@cbord.com).*

Contract #		Pricing Term		Currency		
CON009582		8/1/2021-7/31/2022		USD		
Location ID / Line #	Qty	Prorated Qty	Item Number / Description	Term	Unit Price	Ext. Price
<b>0604142 Natividad Medical Center</b>						
1	1	1	R-W-DOMS 200 R-Nutrition Service Suite Diet O ce 200 Software	8/1/2021-7/31/2022	\$4,029.32	\$4,029.32
2	1	1	R-SMALL ACUTE ADT I/F R-Small Acute ADT Interface	8/1/2021-7/31/2022	\$1,894.22	\$1,894.22
3	1	1	R-SMALL ACUTE ORDERS I/F R-Small Acute Orders Interface	8/1/2021-7/31/2022	\$1,894.22	\$1,894.22
4	1	1	R-SFT7570138 R-Room Service Choice: Menu Select & On-Demand (Small Acute Add-On)	8/1/2021-7/31/2022	\$5,258.38	\$5,258.38
5	1	1	BMG7590138 ADMIN: BOMGAR Unattended Access	8/1/2021-7/31/2022	\$195.60	\$195.60
<b>Subtotal for Location ID 0604142 Natividad Medical Center</b>						<b>\$13,271.74</b>
<b>Tax Amount</b>						<b>\$0.00</b>
<b>Total</b>						<b>\$13,271.74</b>

Comments: If your institution requires a purchase order, please provide the purchase order number to [billing@cbord.com](mailto:billing@cbord.com). Annual Support, Licensing, and Maintenance Fee's 2021 - 2022 Annual Renewal

Remit To:  
The CBORD Group Inc. P.O. Box 933991 Atlanta, GA 31193-3991



The CBORD Group Inc.  
950 Danby Road  
Suite 100C  
Ithaca NY 14850  
United States

QUOTE	
Date	9/9/2021
Customer Name	Natividad Medical Center
Quote #	Q112094

Page 2 of 4

**Bill To:**

Accounts Payable  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas CA 93906  
United States

Currency		Terms		Expiration Date			
USD		Net 30		10/9/2021			
Location ID / Line #	Qty	Item Number / Description	Type	Base Price	Discount	Net Unit	Ext. Price
<b>0604142 Accounts Payable Natividad Medical Center 1441 Constitution Blvd Salinas CA 93906 United States</b>							
1	5	ADD W/S Individual Workstation License	Software	\$2,843.27	32.0%	\$1,933.42	\$9,667.10
2	5	R-ADD W/S R-Individual Workstation License	Maintenance	\$1,267.00	0.0%	\$1,267.00	\$6,335.00
<b>Subtotal for Location ID 0604142 Accounts Payable Natividad Medical Center 1441 Constitution Blvd Salinas CA 93906 United States</b>							<b>\$16,002.10</b>
						<b>Discount</b>	<b>\$0.00</b>
						<b>Location Subtotal</b>	<b>\$16,002.10</b>

GPO ID:	VIZ-83098 KRZQ	
	Subtotal	\$16,002.10
	Discount	\$0.00
	Estimated Shipping	\$0.00
	Total Tax	\$0.00
	Grand Total	\$16,002.10
Thank you for doing business with CBORD!		





The CBORD Group Inc.  
950 Danby Road  
Suite 100C  
Ithaca NY 14850  
United States

QUOTE	
Date	9/9/2021
Customer Name	Natividad Medical Center
Quote #	Q112094

Page 3 of 4

#### Terms

**This quote is offered, and shall be delivered, under the terms and conditions of the signed Agreement between the parties.**

#### Pricing

- All prices quoted are valid for 30 days from the date of the quote.

#### Payment Schedule

1. 100% of One-time Software license fees and 100% of the year one Software annual license fees shall be invoiced immediately.
2. 100% of One-time fees for Hardware purchases and 100% of the year one Hardware annual license fees shall be invoiced 100% upon shipment.
3. Services shall be invoiced 100% upon completion of Services. Reimbursable Expenses shall be invoiced as incurred.
4. Shipping costs are due and payable by Customer upon receipt of invoice.
5. Second year annual license fees shall be pro-rated to provide for a common invoice date, and 100% are due annually thereafter.



## Monterey County Board of Supervisors

### Board Order

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

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

#### **Agreement No.: A-13620**

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software and maintenance services, extending the agreement an additional one (1) year period (August 1, 2020 through July 31, 2021) for a revised full agreement term of July 11, 2017 through July 31, 2021, and adding \$12,886 for a revised total agreement amount not to exceed \$147,312.

PASSED AND ADOPTED on this 12<sup>th</sup> day of May 2020, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 12, 2020.

Dated: May 12, 2020  
File ID: A 20-095  
Agenda Item No.: 17

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

Joel G. Pablo, Deputy

**AMENDMENT NO. 3  
TO SOFTWARE, SUPPORT, AND  
HARDWARE MAINTENANCE AGREEMENT  
BETWEEN THE CBORD GROUP, INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
FOOD AND NUTRITION SOFTWARE AND MAINTENANCE SERVICES**

This Amendment No. 3 to the Maintenance Agreement ("Agreement") which was effective on July 11, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Customer"), and The CBORD Group, Inc. (hereinafter "CBORD"); (collectively, the County, Customer and CBORD are referred to as the "Parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for hospital food and nutrition software and maintenance services with a term July 11, 2017 through July 10, 2018 and a total Agreement amount not to exceed \$109,770.32; and

**WHEREAS**, the Parties amended the Agreement on January 15, 2019 via Renewal and Amendment No. 1 to extend the term for an additional one year period through July 10, 2019 and to add an additional \$12,145.54, thereby increasing the total Agreement amount to \$121,915.86; and

**WHEREAS**, the Parties amended the Agreement on June 28, 2019 via Amendment No. 2 to extend the term for an additional one year and twenty one (21) day period through July 31, 2020 to allow for services with additions to the original scope of work, and to add an additional \$12,509.89, thereby increasing the total Agreement amount to \$134,425.75 ; and

**WHEREAS**, the Parties currently wish to amend the Agreement to extend it for an additional one year period through July 31, 2021 to allow for services to continue, with additions to the original scope of work attached hereto as "Exhibit A-3 per Amendment No. 3", with a \$12,885.18 increase for the added services for a total Agreement amount of \$147,310.93.

**AGREEMENT**

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Section 6.D. titled "Combined Cost" shall be amended to the following:  
*"Customer shall pay CBORD in accordance with the payment provisions set forth in ATTACHMENT 1 INVESTMENT OUTLINE, ATTACHMENT 1-A as per Renewal and Amendment No. 1, ATTACHMENT A-B as per Amendment No. 2 and ATTACHMENT A-C attached hereto this Amendment No. 3. The total amount payable to CBORD under this Agreement amounts to the sum of \$147,310.93."*
2. The first sentence of Section 21 titled, "Term/Effective Date" shall be amended to the following:  
*"The term of this Agreement is from July 11, 2017 through July 31, 2021 unless sooner terminated pursuant to the terms of this Agreement."*

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, and Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the Agreement.
5. This Amendment No. 3 shall be effective when signed by both parties.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

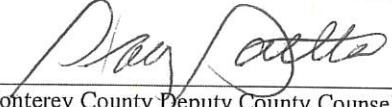
IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By:   
Gary R. Gray, DO, CEO


Date: 5/19/2020

APPROVED AS TO LEGAL PROVISIONS

By:   
Monterey County Deputy County Counsel

Date: 2/25/20

APPROVED AS TO FISCAL PROVISIONS

By:   
Monterey County Deputy Auditor/Controller

Date: 2/26/2020

CONTRACTOR

The CBORD Group, Inc.


CONTRACTOR's Business Name

\*\*\*See instructions below\*\*\*

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

JAMES HOBERLIN / PRESIDENT  
Name and Title

Date: 2/13/2020

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

Robert DeCarlo, VP, Finance and Accounting  
Name and Title

Date: 2/13/20

\*\*\*Instructions\*\*\*

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

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

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

**ATTACHMENT 1-C PER AMENDMENT NO. 3**

Contract #		Contract Term		Currency		
CON009582		8/1/2020-7/31/2021		USD		
Location ID / Line #	Qty	Prorated Qty	Item Number / Description	Term	Unit Price	Ext. Price
<b>0604142 Natividad Medical Center</b>						
1	1	1	R-W-DOMS 200 R-Nutrition Service Suite Diet Office 200 Software	8/1/2020-7/31/2021	\$3,911.96	\$3,911.96
2	1	1	R-SMALL ACUTE ADT I/F R-Small Acute ADT Interface	8/1/2020-7/31/2021	\$1,839.05	\$1,839.05
3	1	1	R-SMALL ACUTE ORDERS I/F R-Small Acute Orders Interface	8/1/2020-7/31/2021	\$1,839.05	\$1,839.05
4	1	1	R-SFT7570138 R-Room Service Choice: Menu Select & On-Demand (Small Acute Add-On)	8/1/2020-7/31/2021	\$5,105.22	\$5,105.22
5	1	1	BMG7590138 ADMIN: BOMGAR Unattended Access	8/1/2020-7/31/2021	\$189.90	\$189.90
<b>Subtotal for Location ID 0604142 Natividad Medical Center</b>						<b>\$12,885.18</b>
<b>Tax Amount</b>						<b>\$0.00</b>
<b>Location Subtotal</b>						<b>\$12,885.18</b>

*Comments: If your institution requires a purchase order, please provide the purchase order number to [billing@cbord.com](mailto:billing@cbord.com). 2020 - 2021 Annual Renewal*

<b>Remit To:</b>  The CBORD Group Inc. P.O. Box 933991 Atlanta, GA 31193-3991	<b>Wire Transfer To:</b>  Wells Fargo ABA 121000248 Acct. 2000042945419	<b>Subtotal</b>	\$12,885.18
		<b>Total Tax</b>	\$0.00
		<b>Estimated Shipping</b>	\$0.00
		<b>Grand Total</b>	<b>\$12,885.18</b>





## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

### Board Order

#### Agreement No.: A-13620, Amendment No. 2

A motion was made by Supervisor Mary Adams, seconded by Supervisor Chris Lopez to:

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-13620) with The CBORD Group, Inc. for hospital food and nutrition software services, extending the agreement for an additional thirteen month period (July 11, 2019 through July 31, 2020) for a revised full agreement term of July 11, 2017 through July 31, 2020, and adding \$12,510 for a revised total agreement amount not to exceed \$134,426.

PASSED AND ADOPTED on this 25th day of June 2019, by the following vote, to wit:

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

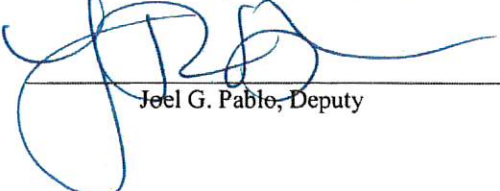
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2019.

Dated: June 26, 2019  
File ID: A 19-231  
Agenda Item No. 41

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



Joel G. Pablo, Deputy

**AMENDMENT NO. 2  
TO CBORD SOFTWARE, SUPPORT, and HARDWARE MAINTENANCE  
AGREEMENT  
BETWEEN THE CBORD GROUP, INC AND  
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
FOOD AND NUTRITION SOFTWARE AND MAINTENANCE SERVICES**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on July 11, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and The CBORD Group, Inc., (hereinafter "CBORD"); (collectively, the County, NMC and CBORD are referred to as the "Parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the County of Monterey on behalf of NMC and CBORD had previously entered into an Agreement for Services (hereinafter "Agreement") on July 11, 2017 to provide food and nutrition software services with a one-year term of July 11, 2017 through July 10, 2018 and a total Agreement amount in the sum of \$109,770.32; and

**WHEREAS**, the Agreement expired on July 10, 2018; and

**WHEREAS**, NMC and CBORD amended the Agreement on January 15, 2019 via Renewal and Amendment No. 1 to extend the term for an additional twelve month period through July 10, 2019 and to add an additional \$12,145.54, thereby increasing the total Agreement amount to \$121,915.86; and

**WHEREAS**, NMC and CBORD currently wish to amend the Agreement to extend it for an additional twelve (12) months and twenty-one (21) days through July 31, 2020 to allow for services to continue with additions to the original scope of work attached hereto as "Attachment 1-B per Amendment No. 2" with a \$12,509.89 increase for the added services for a total Agreement amount of \$134,425.75.

**AGREEMENT**

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

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Renewal and Amendment No. 1, and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. A new section, Section 6.D. Combined Cost shall be added to include the following:

*"Customer shall pay CBORD in accordance with the payment provisions set forth in ATTACHMENT 1 INVESTMENT OUTLINE, ATTACHMENT 1-A as per Renewal and Amendment No. 1, and ATTACHMENT 1-B as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by Customer to CBORD under this Agreement amounts to the sum of \$134,425.75."*

2. The first sentence of Section 21 /Paragraph titled, "TERM/EFFECTIVE DATE" shall be amended to the following:

*"The term of this Agreement is from July 11, 2017 through July 31, 2020 unless sooner*



*terminated pursuant to the terms of this Agreement.”*

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement, in Renewal and Amendment No. 1, and Amendment No. 2.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. This Amendment No. 2 is effective when signed by the last party.

*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: [Signature]  
Gary R. Gray, DO, CEO

Date: 6/28/19

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]  
Monterey County Deputy County Counsel

Date: June 5, 2019

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]  
Monterey County Deputy Auditor/Controller

Date: 6-6-19

CONTRACTOR

The CBORD Group, Inc.

CONTRACTOR's Business Name

\*\*\*See instructions below\*\*\*

By: [Signature]  
(Signature of: Chair, President, or Vice-President)

JAMES HOEPPEN, PRESIDENT  
Name and Title

Date: 5/20/2019

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

Robert DeCarlo, VP, Finance and Accounting  
Name and Title

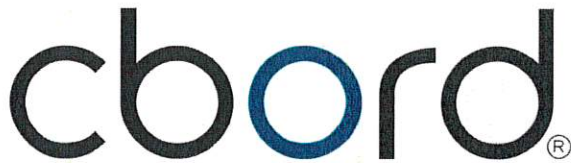
Date: 5/17/19

\*\*\*Instructions\*\*\*

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

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

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



ANNUAL SERVICE QUOTE	
Date	4/23/2019
Customer Name	Natividad Medical Center
Quote #	Q74966

Page 1 of 2

The CBORD Group Inc.  
950 Danby Rd, Ste 100C  
Ithaca, NY 14850

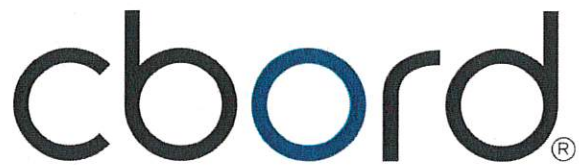
Phone: 844-462-2673  
Fed ID #: 20-1231681

For questions regarding this quote, please contact Billing at  
(844) 462-2673 or [billing@cbord.com](mailto:billing@cbord.com).

**Bill To**

Accounts Payable  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas CA 93906  
United States

Contract #			Contract Term		Currency	
					USD	
Location ID / Line #	Qty	Prorated Qty	Item Number / Description	Term	Unit Price	Ext. Price
<b>0604142 Natividad Medical Center</b>						
1	1	1	R-W-DOMS 200 R-Nutrition Service Suite Diet Office 200 Software	8/1/2019-7/31/2020	\$3,798.02	\$3,798.02
2	1	1	R-SMALL ACUTE ADT I/F R-Small Acute ADT Interface	8/1/2019-7/31/2020	\$1,785.49	\$1,785.49
3	1	1	R-SMALL ACUTE ORDERS I/F R-Small Acute Orders Interface	8/1/2019-7/31/2020	\$1,785.49	\$1,785.49
4	1	1	R-SFT7570138 R-Room Service Choice: Menu Select & On-Demand (Small Acute Add-On)	8/1/2019-7/31/2020	\$4,956.52	\$4,956.52
5	1	1	R-BMG7590138 ADMIN: BOMGAR Unattended Access	8/1/2019-7/31/2020	\$184.37	\$184.37
<b>Subtotal for Location ID 0604142 Natividad Medical Center</b>						<b>\$12,509.89</b>
						<b>Tax Amount \$0.00</b>
<b>Location Subtotal</b>						<b>\$12,509.89</b>



ANNUAL SERVICE QUOTE	
Date	4/23/2019
Customer Name	Natividad Medical Center
Quote #	Q74966

Page 2 of 2

*Comments: If your institution requires a purchase order, please provide the purchase order number to [billing@cbord.com](mailto:billing@cbord.com). 2019 - 2020 Annual renewal*

<b>Remit To:</b> P.O. Box 933991 Atlanta, GA 31193-3991	<b>Wire Transfer To:</b> Wells Fargo ABA 121000248 Acct. 2000042945419	<b>Subtotal</b>	\$12,509.89
		<b>Tax</b>	\$0.00
		<b>Grand Total</b>	<b>\$12,509.89</b>



## Monterey County Board of Supervisors

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

### Board Order

#### Agreement No. A-13620

Upon motion of Supervisor Alejo, seconded by Supervisor Lopez and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 1 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software services, extending the agreement an additional twelve (12) months (July 11, 2018 through July 10, 2019) for a revised full agreement term of July 11, 2017 through July 10, 2019, and adding \$12,145.54 for a revised total agreement amount not to exceed \$121,915.86.
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement per each amendment.

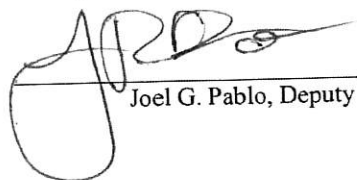
PASSED AND ADOPTED on this 15th day of January 2019, by the following vote, to wit:

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 15, 2019.

Dated: January 18, 2019  
File ID: A 18-484

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



Joel G. Pablo, Deputy



**RENEWAL AND AMENDMENT NO. 1  
TO CBORD SOFTWARE, SUPPORT, and HARDWARE MAINTENANCE AGREEMENT  
BETWEEN THE CBORD GROUP, INC AND  
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
FOOD AND NUTRITION SOFTWARE AND MAINTENANCE SERVICES**

This Renewal and Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 11, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and The CBORD Group, Inc., (hereinafter "CBORD"); (collectively, the County, NMC and CBORD are referred to as the "Parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the County of Monterey on behalf of NMC and CBORD had previously entered into an Agreement for Services (hereinafter "Agreement") on July 11, 2017 to provide food and nutrition software services with a one-year term of July 11, 2017 through July 10, 2018 and a total Agreement amount in the sum of \$109,770.32; and

**WHEREAS**, the Agreement expired on July 10, 2018; and

**WHEREAS**, NMC and CBORD currently wish to renew and amend the Agreement on the same or similar terms, beginning July 11, 2018 and to extend the term for an additional one (1) year period through July 10, 2019 for a revised full Agreement term of July 11, 2017 through July 10, 2019 to allow for services to continue with additions to the original scope of work attached hereto as "Attachment 1-A per Renewal and Amendment No. 1" and to increase the amount payable by \$12,145.54 for a total Agreement amount of \$121,915.86.

**AGREEMENT**

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

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

1. A new section, Section 6.C. Combined Cost shall be added to include the following:

***"Customer shall pay CBORD in accordance with the payment provisions set forth in ATTACHMENT 1 INVESTMENT OUTLINE plus ATTACHMENT 1-A as per Renewal and Amendment No. 1 attached hereto this Renewal and Amendment No. 1. The total amount payable by Customer to CBORD under this Agreement amounts to the sum of \$121,915.86."***

2. The first sentence of Section 21 /Paragraph titled, "TERM/EFFECTIVE DATE" shall be amended to the following:

***"The term of this Agreement is from July 11, 2017 through July 10, 2019 unless sooner terminated pursuant to the terms of this Agreement."***

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1.
4. A copy of this Renewal and Amendment No. 1 shall be attached to the Original Agreement.
5. This Renewal and Amendment No. 1 is effective retroactively on July 10, 2018.

Renewal and Amendment No. 1 to Agreement

With The CBORD Group, Inc. for  
Food and nutrition software services

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

**NATIVIDAD MEDICAL CENTER**

By:   
Gary R. Gray, DO, CEO

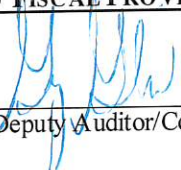
Date: 11/22/19

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: Dec 6, 2018

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

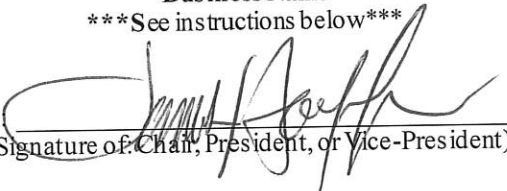
Date: 12-7-18

**CONTRACTOR**

The CBORD Group, Inc.


**Business Name**

\*\*\*See instructions below\*\*\*

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

Jim Hoefflin, President  
Name and Title

Date: 11/16/18

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

Rob DeCarlo, Vice President, Finance  
Name and Title

Date: 11/16/18

Renewal and Amendment No. 1 to Agreement

With The CBORD Group, Inc. for  
Food and nutrition software services



## ANNUAL SERVICE QUOTE

Date	8/31/2018
Customer Name	Natividad Medical Center
Quote #	0000055067

Page 1 of 2

The CBORD Group Inc.  
950 Danby Rd, Ste 100C  
Ithaca, NY 14850

Phone: 844-462-2673  
Fed ID #: 20-1231681

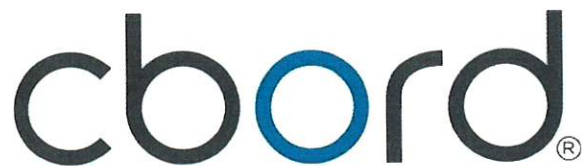
For questions regarding this quote, please contact Billing at  
(844) 462-2673 or [billing@cbord.com](mailto:billing@cbord.com).

## Bill To

Accounts Payable  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas CA 93906  
United States

Contract #		Contract Term		Currency		
				USD		
Location ID / Line #	Qty	Prorated Qty	Item Number / Description	Term	Unit Price	Ext. Price
<b>0604142 Natividad Medical Center</b>						
1	1	1	R-W-DOMS 200 R-Nutrition Service Suite Diet Office 200 Software	8/1/2018-7/31/2019	\$3,687.40	\$3,687.40
2	1	1	R-SMALL ACUTE ADT I/F R-Small Acute ADT Interface	8/1/2018-7/31/2019	\$1,733.49	\$1,733.49
3	1	1	R-SMALL ACUTE ORDERS I/F R-Small Acute Orders Interface	8/1/2018-7/31/2019	\$1,733.49	\$1,733.49
4	1	1	R-SFT7570138 R-Room Service Choice: Menu Select & On-Demand (Small Acute Add-On)	8/1/2018-7/31/2019	\$4,812.16	\$4,812.16
5	1	1	R-BMG7590138 ADMIN: BOMGAR Unattended Access	8/1/2018-7/31/2019	\$179.00	\$179.00
<b>Subtotal for Location ID 0604142 Natividad Medical Center</b>						<b>\$12,145.54</b>
<b>Tax Amount</b>						<b>\$0.00</b>
<b>Location Subtotal</b>						<b>\$12,145.54</b>





ANNUAL SERVICE QUOTE	
Date	8/31/2018
Customer Name	Natividad Medical Center
Quote #	0000055067

Page 2 of 2

*Comments: If your institution requires a purchase order, please provide the purchase order number to [billing@cbord.com](mailto:billing@cbord.com).*

<b>Remit To:</b> P.O. Box 933991 Atlanta, GA 31193-3991	<b>Wire Transfer To:</b> Wells Fargo ABA 121000248 Acct. 2000042945419	<b>Subtotal</b>	\$12,145.54
		<b>Tax</b>	\$0.00
		<b>Grand Total</b>	<b>\$12,145.54</b>



## Monterey County Board of Supervisors

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

### Board Order

#### Agreement No.: A-13620

Upon motion of Supervisor Alejo, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with The CBORD Group, Inc., for food and nutrition software services at NMC for an amount not to exceed \$109,770.32 with an agreement term effective when signed by NMC for a one (1) year period (July 11, 2017 through July 10, 2018 and with the option to extend up to four (4) additional years via written amendment; and
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to four (4) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement per each amendment.

PASSED AND ADOPTED this 11th day of July 2017, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 11, 2017.

Dated: July 12, 2017  
File ID: A 17-290

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

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CBORD®  
SOFTWARE, SUPPORT, and HARDWARE MAINTENANCE AGREEMENT

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THIS AGREEMENT, by and between The CBORD Group, Inc., hereinafter referred to as "CBORD" and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Customer," an acute care hospital, is effective as of the date signed by the last party.

The parties agree:

DEFINITIONS:

"System" shall mean items consisting of CBORD Software and Hardware products, and other Third-party Software and Hardware, as further described in Attachment I, and as may be updated or otherwise amended by the parties from time to time.

"Software" shall mean the CBORD proprietary software and other related CBORD modules

"Third Party Software and/or Hardware" shall mean software and hardware that CBORD shall make available from other manufacturers to the Customer.

"Hardware" shall mean CBORD proprietary hardware.

"Items" shall mean any items included in the System.

"Services" shall mean on-site and remote training, implementation, project management, database services, and any other services provided by CBORD and mutually agreed upon in writing by both parties.

1. Agreement

CBORD agrees to provide the Customer with Systems and Service, provided for in accordance with the following provisions. Use of the System is limited to the configuration as defined in Attachment I. This Agreement is for the sole use and benefit of Customer, and for no other person or location.

Customer and CBORD expressly agree that all Systems provided by CBORD to Customer shall hereafter be governed by the terms of this Agreement, unless a separate written agreement signed by both parties is made expressly applicable to such items. All offers, purchases, acceptances, acknowledgments, sales and/or licenses of Items shall be governed exclusively by the terms and conditions set forth in this Agreement. Acceptance by Customer of any offer by CBORD is limited to the terms and conditions herein, and CBORD's acceptance of any offer which may be presented by Customer is expressly conditional on Customer's assent to all the terms and conditions set forth herein, including those terms herein which may differ from, be inconsistent with or be in addition to Customer's offer.

2. License

CBORD hereby grants Customer a non-transferable, non-exclusive license to operate and use CBORD's System on a Customer-owned or -operated server or computer for the sole and exclusive benefit of Customer as defined in Attachment I. Customer agrees to pay the sums set forth in Attachment I, and sums for any other items that may become part of the System subsequent to this Agreement as agreed to by both parties by way of a signed Amendment to this Agreement.

- i. Client Server Application Licenses. Use of the System via client server application licenses, as defined in Attachment I, is limited to designated servers and computer workstations. If the client is used on more than one computer/workstation, a license fee must be paid for each computer/workstation on which the System is made operational.
- ii. Web-Based Application Licenses. Customer may provide its users access to the System via the web-based application licenses, as defined in Section 6, without an additional license fee beyond the web-based application license fees which are outlined in Attachment I.

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Software is licensed and not sold, and no rights to the Software are granted.

Customer shall not allow other systems to write to the System's database without CBORD's prior written consent and assessment of fees as applicable. Customer agrees not to use, copy, modify, transfer, rent, reverse engineer, provide service bureau services, decompile or disassemble any Software or documentation except as expressly authorized in this Agreement.

Any assignment, delegation, or other misappropriation of the System attempted to be made shall be void for all purposes, and shall entitle CBORD to terminate the Agreement and/or to assess such additional fees as may be applicable.

3. System Version Distribution

CBORD shall supply to Customer one (1) set of compact discs (CD's) containing the object code of System and one (1) copy of the On-line Help System and documentation, covering the installation, operation and/or use of the System. The current version of the System as of the date of execution of this Agreement shall be supplied for installation or provided for use under this license.

4. Third Party Software and/or Hardware

If applicable, Customer agrees to install the System on a server operated for the exclusive use by Customer, which will meet or exceed the specifications approved by CBORD.

- a. Titles to Non-CBORD Hardware pass to Customer upon delivery to the carrier. Titles for Non-CBORD Software license pass through to Customer upon delivery to the carrier. CBORD warrants that it has the right to license any third party software and that it does not infringe on the intellectual property rights of any other party.
- b. Warranty service is to be performed by manufacturer, with Customer responsible for warranty validation procedures, if any, notwithstanding any other written Agreement provided by CBORD.

5. CBORD Virus Protection Policy

Any damage by viruses to the Customer's System shall not be covered under this Agreement. CBORD requires all servers and workstations be protected from damage caused by viruses through the installation and maintenance of a Customer-provided virus protection software application. In the event of damage caused to your CBORD-provided Systems by a virus, CBORD shall make its best effort to assist Customer in re-installing any System originally provided by CBORD. CBORD shall not assume responsibility for assisting Customer with the removal of viruses, nor assume responsibility for damage that viruses may cause. Any assistance provided for detection, removal, or recovery of data relating to or caused by a virus, shall be the Customer's responsibility. If CBORD assistance is requested by Customer, it shall be provided at the then current rates for such services.

6. Prices

- A. Initial Investment: The amounts shown in Attachment I include the One-time Fees payable to CBORD by Customer for the initial System license, Services, and Hardware purchases in the configuration.

The parties acknowledge that there are no shipping costs associated with the initial licenses, outlined in Attachment I hereto which shall be provided electronically via a secure FTP site. For future purchases, which shall be made via an amendment to this Agreement, prices are FOB shipping point and estimated shipping costs shall be provided to Customer upon request. Shipping fees will be prepaid by CBORD and added to the Customer invoice. CBORD shall accept custodial responsibility for the value of the shipments through delivery, and shall handle any carrier issues.



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B. Annual Fees:

The amounts shown in Attachment I include the Annual Fees for the System licenses and Hardware purchases in the configuration.

Payment for the amounts shown in Attachment I for CBORD Software entitle the Customer to all enhancements to the licensed CBORD Software at no additional charge, as well as membership in CBORD's User Group and 24 hours per day, 7 days per week telephone support. During the term of this Agreement, Annual Fees for CBORD Software shall in no event increase by more than the cumulative increase in the prior calendar year's annual average of the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, All Urban Consumers (revised 1982-1984 = 100) (the "CPI"), applied every July 1.

The CPI cap shall not apply to Annual Fees for Third-Party Software and Hardware licensed or purchased under this Agreement.

Notice of Annual Fee increases shall be provided to Customer at least 60 days prior to said increase.

7. System Implementation Services

CBORD agrees to supply and Customer agrees to pay such amounts as herein provided, for Services to assist Customer in the implementation of the System and to train Customer's personnel in the use of the System. Services in addition to the rates shown in Attachment I shall be provided to and paid for by Customer in accordance with Section 8, and are billed at CBORD's then-current rates for such Services.

These Services specified in Attachment I are available for delivery within eighteen (18) months of the date of this Agreement. Any such Services undelivered after 18 months from the date of this Agreement are available to Customer solely at CBORD's discretion and as outlined in Additional Services section.

8. Additional Services

CBORD will perform additional Services for Customer as agreed upon in writing by way of an amendment to this Agreement. No work on additional services shall begin until such amendment is in effect. Customer shall pay CBORD its then-current daily rates for such Services.

9. [INTENTIONALLY OMITTED]

10. Taxes

The charges listed in Attachment I at the time of Agreement execution are not taxable. Subsequent executed amendments hereto shall not include any applicable sales, use, person property, excise, or other similar taxes. The amount of any applicable sales, use, personal property, or other similar tax applicable to such future licenses or purchases made via addendum to this Agreement shall be paid directly by Customer or shall be paid to CBORD on receipt of invoice therefore.

11. Invoicing

CBORD shall render invoices to Customer in accordance with Attachment III, Payment Schedule, which are due and payable Net 30 (thirty) days from receipt a certified invoice by the Monterey County Auditor-Controller, but in no event later than sixty (60) days from the date of invoice. Customer agrees to make payment to CBORD in lawful money of the United States. All amounts unpaid after 60 days shall bear interest at the rate of 12% per annum, unless prohibited by applicable law. CBORD shall notify Customer of non- payment, and if payment is not made within 30 days of said notice CBORD may, at its sole option and discretion (reserving cumulatively all other remedies and rights under this Agreement and law) terminate this Agreement.

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CBORD shall not have the right to charge the interest rate or to terminate the Agreement based on any unpaid invoice or other alleged default by Customer which is disputed in good faith by Customer, provided that Customer promptly pays or performs any such obligations which are finally determined to be Customer's responsibility.

## 12. System Maintenance

Except as expressly provided herein, CBORD's maintenance obligations for Software in this section shall apply only if payments are not delinquent. If Customer shall discover an error in the coding or logic in Software as delivered to Customer that prevents the Software from performing substantially in accordance with the documentation, Customer shall notify CBORD. Upon request by CBORD, Customer shall deliver its analysis thereof accompanied by complete data listings, screen listings, and sample runs exhibiting the error. Upon receipt of such notice, CBORD shall, within ten (10) days, respond at its option in one of the following ways and deliver to Customer one of the following:

- a. An updated version of Software that corrects the error. The Software shall be in the same form and quantity originally supplied to Customer in exchange for the CD's, documentation, and data originally delivered; or
- b. Detailed and effective procedures for avoiding the error until such error is corrected in a subsequent release of the Software; or
- c. An agreed upon plan to fix the error.

CBORD shall periodically notify Customer of the availability of newer versions of Software that have been released for use by its Customers generally and shall, within sixty (60) days of receipt of written request by Customer, supply Customer with such newer version. The Software shall be provided to Customer, in the same form and quantity as originally delivered, without additional charges except for the cost of installation, if requested. If CBORD has notified Customer that a more recent version of the Software than the version Customer then has installed is available, CBORD shall provide such newer version to Customer without further charge, except installation, if installation is requested by Customer. If within six (6) months of such notice Customer has not requested or installed the newer version, then Customer shall pay CBORD additional charges, as agreed to in an executed amendment, for any Software maintenance services performed by CBORD with respect to such older version of the Software. Customer shall assist CBORD in its performance under this Section by allowing CBORD, with prior approval from Customer, to use Customer's computer system, data listings, and sample runs to reproduce and/or correct any error and to install and check updated versions of the Software.

This Section shall not apply to Software maintenance services rendered by CBORD if the rendering of such services is required due to Customer changes to procedures, or computer environment, or due to Customer changes to CBORD software, or due to alteration of the data used by the System through methods other than provided by the System software, and any such services will be provided by CBORD at the charges specified in Section 8 hereof. The Customer is required to perform daily back-ups of System data.

## 13. Changes

Changes to the System configuration or implementation schedule must be made in writing and require mutual consent. If such changes result in a change of price and/or other terms of this Agreement, CBORD and Customer shall agree to price and/or term changes by way of an executed amendment to this Agreement.

## 14. Notices/Customer Contact

Any notice or communication required or permitted under this Agreement shall be deemed given when received by the other party and must be delivered or mailed by United States registered mail, postage prepaid, or sent by national delivery service, such as Federal Express or United

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Parcel Service, charges prepaid, in each case properly addressed to the addresses of the parties indicated on the signature page of the Agreement, or at such other address as may hereafter be furnished in writing by either party and such notice shall be deemed to have been given as of the date received by the other party. Customer will designate a CBORD "contact" who will provide information requested by CBORD within five (5) business days of request for same.

Contacts for any such notice or communication are as follows:

**For CBORD:**

Max Steinhardt  
President  
The CBORD Group, Inc.  
950 Danby Road, Suite 100C  
Ithaca, NY 14850  
Phone: 844.GO.CBORD (844.462.2673)  
Fax: 607-257-1902  
Email: [mxs@cbord.com](mailto:mxs@cbord.com)

**For Customer:**

Natividad Medical Center  
1441 Constitution Boulevard  
Salinas, CA 93906  
Phone:  
Fax:  
Email:

15. Confidential Information

Customer acknowledges the proprietary rights of CBORD in and to the Software, including but not limited to computer programs, user manuals, other supporting material and data, identifying symbols, passwords and user numbers, and further acknowledges that such are properly considered to be trade secrets in that they involve processes and compilation of information that are secret, confidential, and not generally known to the public, and which are the product of CBORD's own expenditure of time, effort, money, and creative skills. Customer also acknowledges and agrees that use of the Software is furnished during the terms of the Agreement to Customer on a confidential and secret basis for the sole and exclusive use of Customer and not for resale, and agrees that it will not use, publish, disclose, or otherwise divulge to any person, except necessary officers, employees, and consultants of Customer, at any time, either during or after the termination of the Agreement, nor permit its officers or employees to so divulge any such information regarding the Software, without the prior written consent of an officer of CBORD, except that Customer is authorized hereby to reproduce information derived from the System for its own internal use by authorized officers and employees. Notwithstanding the foregoing, the proprietary and secret information covered hereby may be disclosed by Customer to a third party, person, firm or corporation if such disclosure is unavoidable because of its or their access to or control of Customer's computer, provided that this sentence shall not be deemed to permit any use of the Software that would otherwise be prohibited by this Paragraph. In the event any such information is so disclosed, Customer agrees that any unauthorized use or disclosure of such information by such third party, person, firm, or corporation may be treated by CBORD as an unauthorized use of disclosure by Customer, and Customer shall remain liable therefore. Nothing herein shall be deemed to limit any rights of CBORD under copyright or other law.

CBORD agrees that, without the prior written consent of an officer of Customer, it will not disclose to others nor will it permit its officers or employees to so disclose any technical or accounting data or proprietary information or confidential business information of Customer.

The preceding provisions of this section shall not apply to any data, information, item, or other matter that is in the public domain at the time of disclosure to CBORD or Customer, or that is thereafter disclosed to either, as a matter of right by a third person or persons, or that thereafter passes into public domain by acts other than the unauthorized acts of CBORD or Customer, or that is in the possession of either party at the time of its disclosure by the other.

Customer agrees that all tangible objects provided by CBORD containing or relating to the trade secrets described in this section are the sole and exclusive property of CBORD and on termination of the Agreement for any reason, Customer will forthwith return to CBORD the System (CD's), the user manuals, instructions, and related material that were furnished to Customer, to destroy all copies of the System and data stored on disks, CD's or tapes, and shall not retain any copies for its use or for any purpose.



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Confidential Information of CBORD does not include information that is or becomes publicly known or available as a result of Customer's proper compliance with the California Public Records Act.

Without limiting anything contained in this section, and subject to Customer's rights under the System Maintenance Section hereof, Customer agrees that it will not modify or permit anyone to modify any part of the System. This Confidential Information section shall survive termination of this Agreement.

16. Assignment – Other Use

No assignment, delegation or other use of any right or duty under the Agreement may be made by Customer without the written consent of CBORD.

Any assignment, delegation, or other System use attempted to be made without such written consent shall be void for all purposes, and any such purported Systems assignment by Customer shall entitle CBORD to terminate the Agreement and/or to assess such additional fees as may be applicable.

17. Warranty – Limitations of Liability

**CBORD WARRANTS THE SOFTWARE AND THE MATERIALS SUPPLIED IN CONJUNCTION THEREWITH TO BE FREE FROM ANY DEFECT IN MATERIAL OR WORKMANSHIP OR PROGRAMMING AT THE TIME OF DELIVERY, AND IN THE EVENT OF ANY SUCH DEFECT, REMEDIES AVAILABLE TO THE CUSTOMER WILL BE THOSE PROVIDED HEREIN.**

**THE SOFTWARE LICENSED HEREUNDER SHALL SUBSTANTIALLY CONFORM TO THE SOFTWARE DOCUMENTATION IN ACCORDANCE WITH THIS AGREEMENT AT THE TIME IT IS DELIVERED TO THE CUSTOMER. CBORD AGREES TO CORRECT ANY AND ALL DEFECTS IN THE SOFTWARE ARISING FROM THE SOFTWARE. CBORD SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE EVENT THAT THE SOFTWARE IS CHANGED OR ALTERED IN ANY RESPECT BY ANYONE OTHER THAN AN AUTHORIZED AGENT OF CBORD AFTER THE DELIVERY OF THE SOFTWARE TO THE CUSTOMER. CBORD SHALL NOT BE LIABLE IN ANY RESPECT FOR ANY DAMAGES ARISING FROM THE FURNISHING BY THE CUSTOMER OF INCORRECT INFORMATION SUBMITTED AND USED AS INPUT TO THE SYSTEMS.**

**THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CBORD BE LIABLE FOR CONSEQUENTIAL DAMAGE WHETHER OR NOT IT HAS NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. CBORD IN NO EVENT SHALL BE LIABLE FOR ANY LOST PROFITS.**

**AS A MATERIAL CONSIDERATION FOR CBORD ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES THAT IF CBORD HAS ANY LIABILITY WHATSOEVER, SUCH LIABILITY SHALL NOT EXCEED THE AGGREGATE LIMITS OF THE INSURANCE AS SET FORTH IN SECTION 24 HEREIN. SUCH MAXIMUM LIABILITY SHALL APPLY IN ALL OTHER INSTANCES, AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE BY CBORD OR ITS AFFILIATES, SUPPLIERS OR CONTRACTORS, WHETHER ARISING UNDER CONTRACT OR TORT, STATUTE, STRICT LIABILITY, OR OTHER FORM OF ACTION.**

**CBORD SHALL HOLD CUSTOMER HARMLESS, AND SHALL DEFEND ANY SUIT OR PROCEEDING BROUGHT AGAINST CUSTOMER INsofar AS SUCH SUIT OR PROCEEDING IS BASED ON A CLAIM THAT THE USE OF THE SOFTWARE FURNISHED BY CBORD UNDER THIS CONTRACT CONSTITUTES INFRINGEMENT OF ANY COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS, PROVIDED CBORD IS PROMPTLY NOTIFIED IN WRITING AND GIVEN AUTHORITY, INFORMATION, AND ASSISTANCE OF THE DEFENSE OF SAME; AND CBORD SHALL AT ITS OWN EXPENSE**



**AND AT ITS OPTION, (A) PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO USE SAID SOFTWARE, (B) MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT, OR (C) REPLACE THE SAME WITH A NON-INFRINGEMENT INSTALLATION.**

**THE FOREGOING SHALL NOT BE CONSTRUED TO INCLUDE ANY AGREEMENT BY CBORD TO ACCEPT ANY LIABILITY WHATSOEVER IN RESPECT TO COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS FOR THIRD-PARTY SOFTWARE OR HARDWARE, OR INVENTIONS INCLUDING MORE THAN THE SYSTEM FURNISHED HEREUNDER, OR IN RESPECT TO COPYRIGHTS, TRADE SECRETS, AND OTHER PROPRIETARY RIGHTS FOR METHODS AND PROCESSES TO BE CARRIED OUT WITH THE AID OF THE SYSTEM, EXCEPT THOSE THAT ARE INHERENT IN THE SOFTWARE AS FURNISHED. THE FOREGOING STATES THE ENTIRE LIABILITY OF CBORD WITH REGARD TO THE COPYRIGHT, TRADE SECRETS, AND OTHER PROPRIETARY RIGHTS INFRINGEMENT.**

18. Force Majeure

Should any circumstances beyond the control of CBORD or Customer occur that delay or render impossible the performance of its obligation hereunder, such obligation shall be postponed for such time as necessary or delayed on account thereof, or cancelled, if such performance necessarily has been rendered impossible thereby, provided that the party failing to perform in any such event shall use best efforts to promptly resume or remedy, as the case may be, the performance of its obligations hereunder. Events of Force Majeure shall include, without limitation, accidents, acts of God, strikes or other labor disputes, acts, laws, regulations, or rules of any government or governmental agency, and any other similar circumstances beyond the control of CBORD or Customer.

19. Governing Law

This Agreement shall be subject to acceptance by CBORD and shall be governed by the laws of the State of California, USA. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal, or unenforceable, and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree to replace any invalid, illegal, or unenforceable provision with a new provision that has the most nearly similar permissible economic effect.

20. Attorney's Fees

In the event suit is brought under this Agreement to enforce any provision hereof, the party in default shall pay reasonable attorney's fees to the prevailing party.

21. Term/Effective Date

The minimum term of this license is one year and the term will commence on the date signed by the last party. This Agreement may be renewed for up to four (4) additional one-year terms via a mutually signed amendment hereto. In the event Customer continues use of the System past expiration or termination of this Agreement, such use shall be subject to the terms and conditions herein, including any applicable fees.

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## 22. Termination

22.1 After the minimum one year term of this Agreement, Customer may terminate the Agreement for any reason by giving written notice of termination to CBORD at least sixty (60) days prior to the term expiration date. Such notice shall set forth the effective date of termination.

22.2 After the minimum one year term, Customer may cancel and terminate this Agreement for good cause effective immediately upon written notice to CBORD. "Good cause" includes the failure of CBORD to perform the required services at the time and in the manner provided under this Agreement. If Customer terminates this Agreement for good cause, Customer may be relieved of the payment of balances accrued after the effective date of such termination. However, in no event shall refund or proration of annual license fees be available.

22.3 Customer's payments to CBORD under this Agreement are funded by local, state and federal governments. After the initial term of this Agreement, if funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the annual license fees, then Customer may give written notice of this fact to CBORD, and the Agreement shall terminate immediately.

22.4. Customer Records. When this Agreement expires or terminates, CBORD shall return to Customer any Customer records which CBORD used or received from Customer to perform services under this Agreement. "Customer Records" shall mean any records which 1) represent PHI or EPHI, as outlined by HIPAA; or 2) records which are clearly marked as "Confidential" when received by CBORD, or records which, based on its characteristics, a reasonable person would consider confidential.

22.5. Upon termination of this Agreement, Customer agrees to return all copies of System Software, including all CD's, listings, tapes, documentation, and related material within thirty (30) days termination of this Agreement. Customer also agrees to destroy (erase) all copies of System Software which have been copied onto mass storage devices (such as hard disks). The parties agree that, so long as this Agreement is in force, Customer shall continue to pay the Annual System License/Maintenance Fee described in Attachment I.

Termination of any line item maintenance may only be done with a 60-day written notice prior to the start of a renewal period.

## 23. Entire Agreement

This Agreement (including the attachments hereto) states the entire agreement of the parties. Except as herein expressly provided to the contrary, the provisions of the Agreement are for the benefit of the parties hereto solely, and not for the benefit of any other person, persons, or legal entities. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing by way of an Amendment and signed by a duly authorized representative of CBORD and of Customer and expressly referring to this Agreement.

## 24. Insurance

### 24.1. Evidence of Coverage:

Prior to commencement of this Agreement, CBORD shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to Customer's Contracts/Purchasing Department, unless otherwise directed. CBORD shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Customer has approved such insurance.

24.2. 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

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A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Customer's Contracts/Purchasing Director.

24.3. Insurance Coverage Requirements: CBORD 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, 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 CBORD 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, CBORD 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).

24.4. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to Customer and issued and executed by an admitted insurer, except Professional Liability, 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 CBORD completes its performance of services under this Agreement.

Each policy shall provide coverage for CBORD and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement.

Commercial general liability and automobile liability policies shall provide an endorsement including the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of CBORD'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 CBORD's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 04 13 in tandem with CG 20 37 04 13 (2000). The required endorsement from for Automobile Additional Insured Endorsement is



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ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Customer, CBORD shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that the CBORD has in effect the insurance required by this Agreement. CBORD 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.

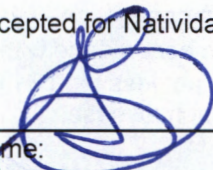
CBORD shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify CBORD and CBORD shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CBORD to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

Accepted for The CBORD Group, Inc.:

  
\_\_\_\_\_  
Robert DeCarlo  
Vice President, Accounting and Finance  
The CBORD Group, Inc.  
950 Danby Road, Suite 100C Ithaca,  
New York 14850

Date: 5/18/17

Accepted for Natividad Medical Center:

  
\_\_\_\_\_  
Name:  
Title:  
Natividad Medical Center  
1441 Constitution Boulevard  
Salinas, California 93906

Effective Date: 7/11/17

Does your institution require a purchase order? Yes

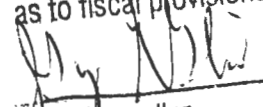
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No

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Attachments:

- I. ☐ Investment Outline
- II. ☐ Investment Outline End Notes
- III. ☐ Payment Schedule
- IV. ☐ Tax Exemption Certificate
- V. ☐ Room Service Choice Hardware & Software Specifications
- VI. ☐ Interfaces Statement of Work
- VII. ☐ Description of Database Services
- VIII. ☐ Client Services Statements of Work
- IX. ☐ Business Associate Agreement
- X. ☐ Statement of Technical Support Services
- XI. ☐ Return Policy

Reviewed as to fiscal provisions  
  
Controller  
of Monterey 6-15-17

  
Robert DeCarlo  
6-14-17

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**ATTACHMENT I**

Investment Outline

Item Number	Product Description	Description	Qty	Unit Base Price	Total Discount	Total Discount Amt	Ext Net Price	Annual Fee YR1
<b>Item Class: FMS NSS SW 1,2,3</b>						<b>(\$5,300.35)</b>	<b>\$13,973.65</b>	<b>\$3,580.00</b>
W-DOMS 200	Nutrition Service Suite Diet Office 200 Software	Includes CBORD Master Nutrient Database (CMND) & 5 Individual Workstation Licenses	1	\$19,274.00	27.5%	(\$5,300.35)	\$13,973.65	\$3,580.00
<b>Item Class: FMS RS SW 4,5</b>						<b>(\$7,138.73)</b>	<b>\$18,820.27</b>	<b>\$4,672.00</b>
SFT7570138	Room Service Choice: Menu Select & On-Demand (Small Acute Add-On)		1	\$25,959.00	27.5%	(\$7,138.73)	\$18,820.27	\$4,672.00
<b>Item Class: FMS CLN IF 1,6</b>						<b>(\$1,306.60)</b>	<b>\$11,759.40</b>	<b>\$3,366.00</b>
SMALL ACUTE ADT I/F	Small Acute ADT Interface	MediTech	1	\$6,533.00	10%	(\$653.30)	\$5,879.70	\$1,683.00
SMALL ACUTE ORDERS I/F	Small Acute Orders Interface	MediTech	1	\$6,533.00	10%	(\$653.30)	\$5,879.70	\$1,683.00
<b>Item Class: BOMGAR LIC</b>						<b>N/A</b>	<b>\$179.00</b>	<b>N/A</b>
BMG7590138	ADMIN: BOMGAR Unattended Access		1	\$179.00	N/A	N/A	\$179.00	N/A
<b>Item Class: FMS DBS SV 8</b>						<b>N/A</b>	<b>\$10,286.00</b>	<b>N/A</b>
5SVS0125	DBS NSS Standard Service Plan		1	\$10,286.00	N/A	N/A	\$10,286.00	N/A
<b>Item Class: FMS DT CE</b>						<b>N/A</b>	<b>\$2,000.00</b>	<b>N/A</b>
SVS0980014 <sup>9</sup>	Nutrition Services Suite Virtual Course	Per attendee	1	\$2,000.00	N/A	N/A	\$2,000.00	N/A
SVS0980033 <sup>10</sup>	Room Service Choice eLearning		1	N/C	N/A	N/A	N/C	N/A
<b>Item Class: FMS DT SV 11</b>						<b>N/A</b>	<b>\$1,980.00</b>	<b>N/A</b>
5SVS0218	Personalized Distance Training (Hourly Rate)		12	\$165.00	N/A	N/A	\$1,980.00	N/A
<b>Item Class: MSV UPG 11</b>						<b>N/A</b>	<b>\$2,392.00</b>	<b>N/A</b>
SVS0990002	UPGRADE: FMS Installation/Upgrade - CBORD Performed During Regular Business Hours	Test & Production Environments	2	\$1,196.00	N/A	N/A	\$2,392.00	N/A
<b>Item Class: FMS PM SV 11</b>						<b>N/A</b>	<b>\$7,100.00</b>	<b>N/A</b>
5SVS0201	Project Implementation Plan for Nutrition Service Suite (NSS)		1	\$4,580.00	N/A	N/A	\$4,580.00	N/A

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5SVS0211	Project Management (Hourly Rate)		12	\$210.00	N/A	N/A	\$2,520.00	N/A
Item Number	Product Description	Description	Qty	Unit Base Price	Total Discount	Total Discount Amt	Ext Net Price	Annual Fee YR1
<b>Item Class: FMS OS SV <sup>11</sup></b>						<b>N/A</b>	<b>\$14,662.00</b>	<b>N/A</b>
5SVS0221	On Site Go-Live Training		2	\$1,351.00	N/A	N/A	\$2,702.00	N/A
5SVS0220	On Site Training		10	\$1,196.00	N/A	N/A	\$11,960.00	N/A
<b>Item Class: FMS GEN SV <sup>12</sup></b>						<b>N/A</b>	<b>\$15,000.00</b>	<b>N/A</b>
5SVS0236	Custom FMS Services	Implementation Fees	15,000	\$1.00	N/A	N/A	\$15,000.00	N/A
<b>Grand Totals <sup>13</sup></b>						<b>(\$13,745.68)</b>	<b>\$98,152.32</b>	<b>\$11,618.00</b>

Prices are guaranteed for 30 days from the date of this Agreement.

Prices are subject to change after that date.

**Special Instructions and Notes:**

Microsoft SQL Server 2012 Service Pack 1 (Customer Provided – Either Per Processor or Server/CAL Licensing) <sup>7</sup>



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**ATTACHMENT II**

Investment Outline End Notes

**General Hardware**

Customer provided hardware must meet or exceed CBORD published specifications.

Customer is responsible for installation and related costs of all electrical and communications wiring unless otherwise defined specifically in the Quote.

CBORD hardware specifications are subject to change, based on manufacturer revisions.

**Software Licensing**

<sup>1</sup> Prices quoted are for installation on proposed or existing workstations.

<sup>2</sup> Prices quoted are for installation at a single site on up to but no more than five computers or workstations. Each workstation beyond the initial five workstations requires a one-time license and an annual fee per workstation. Price does not include associated Microsoft SQL License fees.

<sup>3</sup> Diet Office System does not include Nutritional Screening and Assessment.

<sup>4</sup> The noted CBORD web-based applications may be installed on a web-server and accessed by eligible system users from a browser on any network device-including a mobile device-without requiring an individual CBORD workstation license on that device. All other CBORD applications are client-server applications and require per workstation/server licensing.

<sup>5</sup> New installations of Room Service Choice require Clients to upgrade to the current general release. The current general release of Room Service Choice is 12.5.100. Please refer to Attachment V for additional hardware required for Room Service Choice.

<sup>7</sup> The customer is responsible for compliance with the appropriate Microsoft SQL Server Licensing (either Per Processor Licensing or Server/Client Access Licenses) requirements and fees, as well as staffing a knowledgeable MS SQL database administrator with I.T. support experience, as CBORD does not support Microsoft SQL Enterprise-Wide Manager. The customer is also responsible to provide the appropriate version of MS-SQL Server to be able to use the CBORD systems. The CBORD software will operate on MS-SQL 2012 server and associated service releases. CBORD also requires a test environment with test data for initial upload, testing, and future upgrade testing.

**CBORD Interfaces to Third Party Systems**<sup>6</sup>

These interfaces are based on CBORD standard specifications as delivered by CBORD. Additional work by Customer and CBORD may be required; however, no additional services shall begin until an amendment to include these additional services is agreed to in writing by both parties.

CBORD services are available for first installation until 18 months from the date of this Agreement, after which all services are on a time-and-material basis for analysis and testing.

When a Customer's Other-Vendor system, interfacing with a CBORD system, is replaced, or significantly upgraded or modified, a new interface must be licensed. Each interface is written for use with the particulars of the other system. When that system changes, new analysis, testing, and often new interface product coding, is required by CBORD in order for the project to be successful and for runtime operations to remain uncompromised.

Please refer to Attachment VI for Interfaces Statement of Work.

**Database Services**<sup>8</sup>

Please refer to Attachment VII for Description of Database Services.

**Virtual Training**<sup>9</sup>

Quote for virtual bootcamp or class is for one trainee. If more trainees are required additional virtual bootcamps and/or classes will need to be quoted.

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**eLearning Training**<sup>10</sup>

eLearning is available for access for twelve (12) months from the date Customer's initial use.

**Implementation Services**<sup>11</sup>

Services agreed to by Customer as of the date of Customer's purchase are listed and priced as defined herein. These specified services may include, but are not limited to, training (onsite or personalized distance), implementation, project management, interfaces, and/or database services. These services are available for delivery only within eighteen (18) months of the date of Customer's purchase. Any services to be provided after 18 months from that date, or any other services not specified herein, are available to Customer solely at CBORD's discretion at the then current rate for such services and shall be provided, if available, as Additional Services.

**Pricing**<sup>13</sup>

All prices quoted are valid for 30 days from the date of the quote unless otherwise specified.

The Initial Investment Total does not include customer provided hardware or software.

GPO Member pricing is contingent upon customer being an active member at the time the order is received.



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**ATTACHMENT III**

Payment Schedule

Payment for CBORD's FMS System in Attachment I is due and payable as follows:

Payment #1: 60% of one-time license fees (\$26,839.39) will be invoiced upon CBORD's receipt of signed contract and/or purchase order.

Payment #2: 30% of one-time license fees (\$13,419.70) and 100% of first year annual license fees (\$11,618.00) will be invoiced 30 days after Payment # 1

Payment #3: 10% of one-time license fees (\$4,473.23) will be invoiced 30 days after Payment #2.

Beyond the first year, annual license fees are due and payable on the first anniversary of this Agreement and annually thereafter. Database Services (\$10,286.00), Client Services fees (\$43,134.00) and Client Services' expenses shall be invoiced as incurred immediately after delivery of services.

**Prices are guaranteed for 30 days from the date of this Agreement.**  
**Prices are subject to change after that date.**

CBORD and Customer may agree to any future purchases not defined in this initial Agreement by way of an Amendment signed by both parties. Unless expressly agreed to otherwise, and upon receipt of a signed amendment, and receipt of valid purchase order (if required), all future invoices shall be issued as follows:

100% of One-time Software license fees and 100% of the Software annual license fees shall be invoiced immediately.

Client Services shall be invoiced 100% upon completion of Services.  
Shipping costs shall be prepaid and added to the invoice.

First year annual license fees shall be pro-rated to provide for a common invoice date and 100% are due annually thereafter.

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**ATTACHMENT IV**

**Tax Exempt Certificate**

ST-119.1(6/81) State of New York - Department of Taxation and Finance - Taxpayer Services Division  
New York State and Local Sales and Use Tax

The CBORD Group, Inc.	NAME
950 Danby Road, Suite 100C	AND
Ithaca, NY 14850	ADDRESS
(607) 257-2410	
This certification is acceptable if the purchaser has entered all information required.	CERTIFICATE NUMBER (form ST-119)  EX -

I CERTIFY THAT THE ORGANIZATION NAMED ABOVE HAS RECEIVED AN EXEMPT ORGANIZATION CERTIFICATE WITH THE ABOVE NUMBER, AND IS EXEMPT FROM STATE AND LOCAL SALES TAXES ON ALL ITS PURCHASES.

Signature of Officer of Organization

Title

Date Prepared

Exempt Organization Certifications (ST-119.1) may be used only when an exempt organization is the direct purchaser and payer of record. Any bill, invoice or receipt given by the vendor must show the above organization as the purchaser. Payment must be from the funds of the exempt organization.

The exemption from state and local sales and use tax does not extend to officers, members or employees of the organization. Personal purchases made by such individuals are subject to sales tax. An organization's exemption does not extend to its subordinate or affiliated units. When making purchases, subordinate units may not use the exemption number assigned to the parent organization. Such misuse may result in the revocation of the exemption granted.

An Exemption Organization Certification must be given to each vendor at the time of the first purchase from that vendor. A separate certification is not necessary for each subsequent purchase provided the exempt organization's name, address, and certificate number appear on the sales slip or billing invoice. The certification is considered part of each order given to the vendor and remains in force unless revoked.

Vendors must retain the Exempt Organization Certification for at least three years after the date of the last exempt sale substantiated by the certification.

Additional copies of this form (ST-119.1) can be obtained from any State District Tax Office or from the main office of the Taxpayer Assistance Bureau, State Campus, Albany, New York 12227. This form may be reproduced without prior permission from the Department of Taxation and Finance.

## ATTACHMENT V

### Room Service Choice Hardware & Software Specifications

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#### Room Service Choice: Hardware & Software Specifications

This document outlines the hardware and software requirements for the Room Service Choice® application.

Room Service Choice requires a Web server running Internet Information Services (IIS). The Web server can host both the Room Service Choice application and the Data Service, which runs as a Windows® service.

#### Hardware Requirements

The points below outline the hardware requirements for Room Service Choice.

##### IIS Web Server

The following are required components for the IIS Web Server:

- Xeon® Dual Core, 2.6 GHz, 4 GB RAM or better
- Windows Server 2008 R2 or Windows Server 2012 R2
- Microsoft® Internet Information Services (IIS) version 7.5 or later is required along with Microsoft .NET Framework version 4.6.1\*.
  - **\*Note:** Supported Operating Systems for .NET Framework 4.6.1 include the following: Windows 7, Windows 7 Service Pack 1, Windows 8.1, Windows 10, Windows Server 2008 R2, Windows Server 2008 R2 SP1, and Windows Server 2012 R2.
- The Data Service, which connects the Room Service Choice application to the CBORD® database, can be installed on the Web server or on a separate server. CBORD recommends that you do NOT install the Data Service on the same machine as the CBORD database server.
- HTTPS is supported and recommended, but obtaining and setting up certificates is the responsibility of your internal IT staff.

##### Tablet Devices

- Room Service Choice pages are optimized for 10" tablet displays with a resolution of 1024 x 768 and higher (aspect ratio 4:3).
- All iOS devices require at least version 9.x.
- Room Service Choice has been tested on the built-in browsers of the following mobile devices:
  - iPad 2 and later (Safari® Mobile)
  - Android® 4

#### Software Requirements

The points below outline the software requirements for Room Service Choice.

- The CBORD Data Service and Room Service Choice require Microsoft .NET Framework 4.6.1. You will need to manually install the .NET Framework using Windows® Update or by downloading it from Microsoft's website.
- The latest version of Google Chrome™ is the recommended browser. The other supported browsers include: Internet Explorer® 11.0 or later, or the latest version of Microsoft Edge or Mozilla® Firefox®. However, this does not mean that other Internet browsers cannot be used for Room Service Choice.
  - **Important note for Internet Explorer users:** Internet Explorer Compatibility View is not supported. Internet Explorer users should verify via **Tools > Compatibility View Settings** that **Display intranet sites in Compatibility View** is NOT checked.
- The Internet browser used for Room Service Choice must allow pop-ups.

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**CBORD Requirements**

The points below outline the CBORD software requirements for Room Service Choice.

- Room Service Choice requires the FSS/NSS database to be on the same version. Before installing or upgrading Room Service Choice, verify that the FSS/NSS install or upgrade has been completed.
- Windows Firewall can prevent the services from communicating. Please verify the specific ports have permissions in the Firewall. The media will default to port 3173.

## ATTACHMENT VI

### Interfaces Statement of Work

#### **FMS Clinical Interfaces: ADT and Diet Order Interfaces, and Interface Modifications for Room Service, Allergies, and Supplements**

##### **Introduction**

This document outlines the scope of services and responsibilities of CBORD, and of the Customer, with the aim of implementing any of the following standard interfaces:

- Nutrition Service Suite (NSS) ADT Interface
- Nutrition Service Suite (NSS) Diet Order Interface
- NSS Interface Modification: Supplements
- NSS Interface Modification: Allergies
- NSS Interface Modification: Room Service

##### **Assumptions**

**A “standard interface” is one which deploys existing CBORD integration functionality, without requiring custom changes to the core product (Nutrition Service Suite, for example), or the CBORD integration framework. Please see product information for the functional scope of each interface.**

CBORD shall assign an Interface Analyst resource who will provide the services detailed in this Statement of Work. The Interface Analyst will be knowledgeable about the CBORD interface framework as well as relevant CBORD software, and industry standards such as HL7.

Customer shall assign a primary point-of-contact resource that understands the departmental processes and the capabilities and requirements of the Other-Vendor system that will send data to or receive data from the CBORD system. That resource can serve as a subject matter expert. If one resource cannot fill this role, then multiple resources should be assigned. These resources must have appropriate access to the CBORD and Other-Vendor systems onsite.

Customer shall assign a single resource to coordinate the Customer CBORD system implementation activities and tasks.

Customer shall assign a Project Manager to maintain the project implementation plan including the timeline following its initial creation by CBORD.

An interface is completed when Customer testing shows that the requirements defined in the analysis phase of the project have been met.

##### **Services Overview**

CBORD shall perform the following tasks:

- Collaborate with multiple CBORD departments to integrate interface development in the plan for NSS implementation.
- Assign an Interface Analyst to engage in the project when the following prerequisites are met: hardware installation, NSS product and database installation, remote access availability, and Customer staff availability to work on the project.
- Perform business and product analysis with the Customer to define interface requirements and specifications.
- Consult on HL7 messaging requirements and specifications.
- Deliver documentation of database coding requirements.
- Code, script, develop, and unit test interface software at CBORD according to the terms of the licensed product(s) requirements and specifications.
- Deliver interface software that meets agreed-upon requirements and specifications.
- Provide CBORD interface software instruction and testing assistance.
- Make minor adjustments to interface if new/changed requirements are identified during Customer testing. Fix coding errors in the CBORD interface software if needed.
- Reschedule work on the project if Customer activity is halted for a period of three weeks or more.
- Transition primary responsibility for interface support from the CBORD Interface Analyst to the Customer helpdesk and CBORD Support teams when Customer testing is completed.



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- Provide technical support and upgrades in accordance with the "FMS License Fee Statement of Work (SOW)."

Customer shall perform the following tasks within 12 months of contract:

- Determine the Customer schedule and resources for the project, including staff from relevant departments such as Food Service, Information Services, and Nursing.
- Inform CBORD of the availability of Customer staff for the project as early as possible, or at least four weeks in advance of the project start date.
- Install and configure CBORD database server.
- Install CBORD software and database. (This typically includes installing a CBORD client on the database server or other interface computer.)
- Communicate hardware availability and schedule requirements.
- Set up and test remote access to CBORD systems to be provided to the CBORD Interface Analyst.
- Actively participate in defining requirements and specifications.
- Complete the database coding as needed.
- Develop outbound interface functions and messages from the hospital information system and interface engine, according to specifications.
- Learn the runtime use of the interface software, maintenance of data coding and translation tables, and the use of related reports.
- Determine test scenarios relevant to Customer operation.
- Create test scripts and/or test data for all phases of testing, which may include communication testing, transaction (message format) testing, and scenario testing.
- Perform testing of the interface, including sending or processing of data by the Other-Vendor system, reviewing CBORD log files and reports, examining comparison reports from the systems involved, and reporting or resolving issues.
- Notify CBORD of testing delays, progress, and completion.
- Train and notify Customer departmental staff regarding operational changes that may be precipitated by interface implementation.
- Complete testing prior to using the interface in production ("live") operations.

### **Services Out of Scope**

The following services are considered out of scope and shall only be agreed to in writing by way of An Amendment signed by both parties. Some services may be available for an additional fee, or may be included in the Statement of Work for other products and services that have been purchased.

- Training or supporting the Other-Vendor system(s)
- Data entry or database coding
- Onsite services
- Core product (NSS) training, support, product management, or custom development
- System administration including hardware and network infrastructure support
- Database administration
- Interface changes to accommodate changes in the Other-Vendor system(s)

### **Changes in the Other-Vendor System(s)**

When a Customer's Other-Vendor system, operating in an interface with a CBORD system, is upgraded or modified, a new interface must be licensed. Each interface is written for use with the particulars of another system. When that system changes, new analysis and testing, and often new interface product coding, is required by CBORD in order for the project to be successful and for runtime operations to remain uncompromised.

Customer shall contact CBORD for a contract addendum in advance of Other-Vendor system changes. Suggested minimum lead time for most interfaces is three months prior to Customer integration testing.

## ATTACHMENT VII

### Description of Database Services

#### Database Services: NSS Standard Services Plan

##### Introduction

The NSS Standard Service Plan is intended to give the Customer a head start with setting up the Nutrition Services Suite database, particularly with base settings, menu items, and the core patient or resident menu cycle.

##### Assumptions

- The database will be coded at the CBORD office. The Customer will not have access to the database until the completion of the coding and delivery via FTP and CD.
- All phases of the project will be completed in house; the project will not transition to remote-based coding.
- Data due dates and delivery dates will be established during the introduction call after the contract has been signed.
- The Customer must submit all requested data by the deadlines established. If any required data components are not received by the due date established, the project may be rescheduled for Database Services' next available project opening. Please note Database Services typically schedules projects 6-8 weeks in advance.
- The coding services will be completed in a single phase of coding and will not be separated into multiple projects.
- The included quantities of data are intended as maximum limits. The coding services will be considered complete after the database has been delivered, even if the Customer does not provide the maximum number of menu items, paper menu layouts, etc.
- Customers who wish to use this coding package as an add-on to an existing Foodservice Suite database will require additional coordination and may require additional data components, such as copies of the live database(s) and remote connection tools.

##### Services Overview

CBORD shall perform the following tasks:

- Provide a data collection worksheet listing the pieces of data required from the Customer to complete the database build, as well as deadlines for submitting the data.
- Schedule a call to review the data collection worksheet in detail with the Customer.
- Set up base settings based on the information provided by the Customer during data collection, including:
  - Service Courses
  - Preparation Areas
  - Diet/Allergy Restrictions
  - Room/Bed names and associated Nursing Station
- Add menu item/portion combinations based on information provided by the Customer during data collection, up to a maximum of 1000 total.
  - Menu items will be linked to standard nutrition information within the CBORD Master Nutrient Database ("CMND") where a match is possible. A list of menu items for which a match was not possible will be provided to the Customer upon completion of the customized database build. The Customer may choose to enter custom/user-defined nutrition items for these menu items upon receipt of the database and training.
  - Menu items will be set up with baseline compliance values from the CBORD Starter Database where a match is possible. Menu items or specific portions that are not available within the CBORD Starter Database will be flagged for the Customer's review. The Customer will be responsible for reviewing and adjusting any compliance values based on the specific Dietary Guidelines in use in their operations.
  - All menu items will be assigned standard settings (preparation area, diet course, etc). The Customer may need to adjust these assignments during their review of the customized database and testing phases.
  - Menu items will be flagged for use as a Supplement where applicable based on information provided by the Customer during data collection.



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- If provided, menu items will be coded with dietary exchanges or carb equivalents.
- Build the patient menu cycle for breakfast, lunch, dinner, and between-meal nourishment periods based on information provided by the Customer, up to 7 total cycle days/1 total cycle week.
  - Baseline service preference/priority numbers will be assigned to the menu items/portions based on information provided by the Customer. The Customer may need to adjust these preference values during their review of the customized database and testing phases.
- If the Customer is utilizing non-select tray tickets, house diets or Course Requirement Levels ("CRLs") will be established based on information provided by the Customer during data collection, up to 10 total sets. A combination of house diets and CRLs may be requested as long as the total number does not exceed 10.
- If the Customer is utilizing selective paper menus to gather patient selections, paper menu layouts will be built based on menu mockups provided by the Customer during data collection, up to 6 total sets. One set shall consist of a breakfast, lunch, and dinner panel.
  - Menu layouts will be created based on the most frequently occurring combinations of foods and/or food layouts. For example, if there are four entrée selections offered five cycle days, but only three entrée selections offered the remaining two cycle days, the menu layout will be set up for four entrée selections
- Upgrade the CBORD database to the current general release or the software release decided upon by the Customer and implementation team member.
- Provide the CBORD database on the FTP site for download via the web.
- Provide any documentation regarding assumptions made during data coding or placeholders used if data was missing

Customer shall perform the following tasks during the coding:

- Submit all requested data by the delivery deadlines.
- Provide a resource to answer any data-related questions that arise during coding
- Coordinate with CBORD's Help Desk to set up an installation appointment to coincide with the database delivery after the in-house phase of the project has been completed.
- Install the CBORD database and software, if applicable, with the assistance of CBORD's Help Desk
- Review the documentation provided and make updates where necessary following CBORD System training with their Implementation Representative

### Services Out of Scope

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. All of these services are available for an additional fee:

- Menu item/portion beyond the maximum number of item/portion combinations specified
- Coding ingredients and preparation instructions onto the menu items
- Coding traits on the menu items
- Determining dietary exchange or carb equivalent values for the menu items based on their nutritional analysis. Exchanges and/or carb equivalents will be entered as provided by the Customer, if applicable.
- Determining compliance values for the menu items. The Customer will be provided with a starter set of compliances for basic items and diet restrictions but will need to review and update these values during their data review and testing phases. Alternatively, the Customer may fill out a compliance coding template provided by CBORD for a one-time import of compliance data.
- Coding the patient menu cycle beyond 7 total cycle days.
- Coding holiday menus.
- Entering custom nutritional information for any menu item that does not have a match within the master nutrient database.
- Menu layout coding beyond the maximum number of sets specified
- Testing tray tickets, paper menus, or Room Service selection screens.

## ATTACHMENT VIII

### Client Services Statements of Work

#### CBORD Statement of Work: Nutrition Service Suite Course

##### Introduction

The Nutrition Service Suite® (NSS) course is a five-day online class designed for NSS System Administrators. Participants learn how to navigate around the system; generate menus; use and edit the card file; manage and maintain item maintenance; create and edit diet restriction goals; and generate and print reports, tray tickets, tallies, and labels. New features of the system and security administration settings in the Nutrition Service Suite are also discussed.

##### Assumptions

The following assumptions are being made for the Nutrition Service Suite course:

- CBORD will assign a product instructor who will provide the services detailed in this Statement of Work. The product instructor will be knowledgeable about the CBORD software and how it is used effectively in operations.
- CBORD will provide a hands-on lab environment to be used throughout the training course.
- CBORD training courses begin promptly according to the times posted on the online registration.
- Customer will contact CBORD or register participants in the training course online at: <https://www.cbord.com/professional-services/training/>
- Customer will ensure participants are able to attend training in a workspace conducive to learning.
- Customer will provide workstations with Internet access for use with WebEx® to be used throughout the virtual course.
- Customer will provide a telephone with a headset for use throughout the virtual course.
- Customer will assign a course participant who will utilize the Nutrition Service Suite as part of their work assignments.
- Additional seats purchased at a discount must be attended during the same class date/time as the full-priced seat.
- Customer will ensure that all trainees will participate in training as scheduled according to the course outline.
- Customer will ensure that all trainees have basic computer and Windows® competencies.
- Customer will pay for training prior to attending the training course.
- Customer must cancel registration prior to the training course start date. A cancellation fee of \$200 may be assessed if the attendee does not cancel more than ten working days before the course start date. Optionally, another member of your organization may attend in place of the originally registered attendee. Registered attendees who do not attend the course and do not cancel will be charged the entire cost of the course.
- CBORD reserves the right to cancel courses due to low attendance within ten working days of the course start date.

##### Services Overview

CBORD will conduct a five-day training course on the competencies described in the course outline for the Nutrition Service Suite Course. The training will cover the following core competencies:

Participant will demonstrate the ability or have general knowledge of how to

- ✓ navigate the Nutrition Service Suite.
- ✓ access and utilize the patient card file.
- ✓ access item maintenance and create and modify food items.
- ✓ plan menus (using the meal food list) for various methods of food item selection.
- ✓ generate menus, tallies, tray tickets, and labels.
- ✓ conduct tray ticket troubleshooting.
- ✓ use nutrition goals and pattern fixing.
- ✓ access and make food selections in Room Service Choice Menu Select and Room Service Choice On Demand.

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CBORD will provide training in the virtual classroom environment using the CBORD training system installed. The product instructor will provide hands-on practice exercises on the topics as part of the course outline.

**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond what is included with the course.
- Participation in weekly project meetings.
- Project management services.
- Consulting services.
- Change management.
- Documentation.
- CBORD's Support Center is not a resource for training. Specialized training services are available at the prevailing hourly or daily training rate.
- CBORD's product instructors are not the standard resource for support. Product instructors are scheduled in training classes and are often out of reach during standard working hours.

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FMS Installation/Upgrade  
Off-Hours Upgrade Performed by CBORD Support

**Assumptions**

1. CBORD will receive a signed addendum from the client at least five business days prior to the scheduled installation/upgrade.
2. Installation/Upgrade of a single database is running in a single instance of the relational database engine. Installations/Upgrades involving more than one database are subject to additional fees.
3. Preupgrade conference has been completed with assigned CBORD Support Technician, as well as site IT and application users.
4. The system configuration is confirmed and will meet CBORD specifications. (Server must meet minimum requirements; prerequisites such as SQL Server must be installed by site IT.)
5. Site IT will be available during the installation/upgrade for activities such as answering questions regarding site environment, rebooting servers, granting additional rights, and troubleshooting remote connectivity.
6. CBORD will have remote access to the server(s) with Administrator rights and full control.
7. Test installation/upgrade has been completed by the site prior to the Production installation/upgrade.
8. Printers will be purchased, installed, and tested prior to the installation/upgrade.
9. CBORD will have remote access to whatever workstation will be used for RSPQ. We will need Administrator rights with full control. (Applies to Room Service only.)
10. The RSPQ workstation will require a fat client. (Applies to Room Service only.)
11. Once installation is complete, site IT will publish necessary icon(s) from Citrix to the thin-client workstations. (Applies to Citrix environments only.)
12. Client will test application connectivity for a workstation (confirm connection by opening application) at completion. CBORD's upgrade responsibility is complete upon connection. Standard off-hours support will apply once connectivity is confirmed.
13. If a problem is encountered during an upgrade and cannot be resolved by the technician, rolling back to the previous version will be recommended. The reason for the problem will be researched by CBORD Support, a solution provided, and the upgrade/installation rescheduled for a mutually agreeable time.

**CBORD Responsibilities**

1. Completing the backup of the database prior to beginning the upgrade.
2. Installation/Upgrade of the relational database management system. (Applies to Sybase environments only.)
3. Installation/Upgrade of the relational database.
4. Client installation/upgrade on the server/s if desired/required.
5. Installation/Upgrade of RSPQ.
6. Upgrade of CBORD interfaces.
7. Setup of the .ini file.
8. If the upgrade fails, reset relational database management system to previous version. (Applies to Sybase environments only.)

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**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties:

- Installation/Upgrade scheduled for anytime on Saturday, Sunday, or a holiday.
- Application testing.
- Installation/Upgrade of software and applications not provided by CBORD.
- Interface configuration/testing (to be scheduled with the CBORD Interface Team).
- Installation/Upgrade of Client workstations.
- Installation/Upgrade of Client remote devices, such as handhelds.
- Setup and maintenance of database backups.
- Setup and maintenance of database maintenance plans.
- Publish necessary icon(s) from CITRIX to the thin-client workstations. (Applies to CITRIX environments only.)
- Project Management, such as meetings, timelines, and documentation.

**Changes to the Statement of Work**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional service fees as described in this Statement of Work.



## **CBORD Statement of Work: Project Implementation Plan**

### **Introduction**

Welcome to the CBORD® Statement of Work for Project Implementation Plan. This document outlines the support services you receive when you contact to have an Implementation Representative provide a project implementation plan. This document is not intended to explain every item that CBORD On-Site Services does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD On-Site Services:

- Project Implementation Plan Preparation
- Project Implementation Plan Visit
- Project Implementation Plan Follow-up
- Customer Quality Measurement
- Assumptions
- Services Out of Scope
- Changes to SOW

### **Project Implementation Plan Preparation**

CBORD shall perform the following tasks in preparation for Project Implementation Plan (PIP):

- Conduct a project introduction meeting including the Customer's project team and key players from CBORD. The purpose of this meeting is to review Systems and services licensed as part of the contract, review the CBORD System's implementation blueprint, introduce the implementation worksheets, and schedule dates for project activities, such as the Project Implementation Plan site visit and completion of the implementation worksheets.
- Deliver a mutually agreed upon agenda detailing CBORD client service contacts, dates, times, meetings, and activities to take place during the onsite portion of the PIP at least 5 business days prior the scheduled review.
- Confirm travel arrangements for the site visit based upon contract specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.
- Review the implementation worksheets completed by the Customer prior to the scheduled site visit.

Customer shall perform the following tasks in preparation for Project Implementation Plan:

- Identify Customer's members of the CBORD Systems implementation project team.
- Assemble and make available project documents such as project charters created for the CBORD Systems implementation project.
- Complete the implementation worksheets by the scheduled date as identified during the project introduction meeting.
- Assemble and make available reports and other information such as flowcharts used in operations essential to the CBORD System implementation.
- Schedule meeting participants according to the agenda.

### **Project Implementation Plan Visit**

CBORD shall perform the following tasks during the PIP development:

- Meet with key staff members to discuss operational and utilization goals with CBORD Systems.
- Meet with the project team to identify resources, scope, risks, and assumptions.
- Meet with the project sponsor to review goals and objectives of the CBORD Systems implementation project.
- Conduct a site tour of the operation to get an understanding of the operational flow.
- Establish an initial project timeline and present it to the project team for feedback.

Customer shall perform the following tasks during PIP development:

- Participate in PIP meetings as scheduled according to the agenda.
- Limit cell phone, email, internet, outside meetings and other distractions during the PIP onsite meetings.

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### **Project Implementation Plan Follow-Up**

CBORD shall perform the following tasks as follow-up to the PIP development:

- Deliver a status report to the Customer's primary contact detailing open issues, atypical business processes and notes, and a follow-up task list no more than 5 business days following the site visit.
- Develop the PIP to include an executive summary, project timeline, project team matrix, database build plan, CBORD System training plan, report cross-reference, risks, and assumptions.

Customer shall perform the following tasks as follow-up to the PIP delivery:

- Review the PIP upon receipt contacting the implementation resource with any questions.
- Upon receipt of the PIP, email a confirmation that the PIP has been delivered and accepted.

### **Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

### **Assumptions**

- CBORD shall assign an implementation resource who will provide the services detailed in this Statement of Work. The implementation resource will be knowledgeable about the CBORD software and how it is used effectively in operations.
- Customer shall assign a System administrator or primary point of contact resource that understands the departmental processes and can serve as a subject matter expert. If one resource cannot fill this role, then multiple resources should be assigned.
- Customer shall assign a single resource to coordinate the Customer CBORD System implementation activities and tasks.
- Customer shall assign a project manager to maintain the Project Implementation Plan, including the timeline, following its initial development by CBORD.

### **Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond the contracted number of days.
- Participation in weekly project meetings.
- Consulting services.
- Change management.
- Documentation beyond the training status report:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- CBORD's implementation services are not the standard resource for support. Implementation representatives are scheduled at Customer sites and are often out of reach during standard working hours. These representatives remain focused with the Customer they are working with and check voice mail and email after hours. CBORD's Support Center schedules technicians to provide an immediate contact to address issues. It is strongly recommended that the Customer utilize CBORD resources as they are designed.



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**Changes to the SOW**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

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## **CBORD Statement of Work: FNS Project Team Associate**

### **Introduction**

Welcome to the CBORD® Statement of Work for Project Team Associate. This document outlines the implementation services you receive when you contract to for project management. This document is not intended to explain every item that CBORD Project Management does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD Project Management Services:

- Project Team Associate
- Assumptions
- Customer Quality Measurement
- Services Out of Scope
- Changes to SOW

### **Project Team Associate**

CBORD shall perform the following Project Team Associate services as requested:

- Participate in mutually agreed upon regularly scheduled project status meetings.
- Participate in topic specific project team meetings based on availability.
- Maintain a project issues list.

Customer shall perform the following tasks:

- Create and distribute the project meeting agenda to the project team. An agenda will need to be provided to CBORD project manager at least 2 days prior to the meeting.
- Provide advance notice if a CBORD subject matter expert is needed to participate in a project team meeting. The CBORD project manager is not the subject matter expert in all areas.
- Participate in project meetings, take meeting minutes, and distribute to the project team.
- Identify System or project issues that need to be added to the issues list.
- Maintain a project timeline according to client requests to include adjusting dates, percentages completed, and resource names.
- Provide information on change to dates, resources, and work completed in order for the CBORD project manager to maintain the project timeline.

### **Assumptions**

- CBORD shall assign an implementation resource who will provide the Project Team Associate services detailed in this Statement of Work. The implementation resource will be knowledgeable about the CBORD software and how it is used effectively in operations. The implementation resource will not be the subject matter expert on all aspects of the project.
- CBORD implementation resource does not coordinate CBORD staffing requirements.
- Customer shall assign a System administrator or primary point of contact resource that understands the departmental processes and can serve as a subject matter expert. If one resource cannot fill this role, then multiple resources should be assigned.
- Customer shall assign a single resource to coordinate the Customer CBORD System implementation activities and tasks.
- Customer shall provide project team members with access to Microsoft Project so they can utilize the project timeline.

### **Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

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**Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of a quote or Amendment signed by both parties. These services are available for an additional fee.

- CBORD Agreement negotiations.
- Training. The CBORD implementation resource does not provide training unless he/she is the subject matter expert.
- Consulting services.
- Change management.
- Documentation beyond the project timeline:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- Customizing reports. A separate written Agreement may be in place for CBORD to provide customized reports.
- CBORD software and installations. CBORD's Support Center is available to provide telephone assistance with software installations and upgrades by appointment. If onsite installation or upgrade services are required, a separate written Agreement may be in place for this service.

**Changes to the SOW**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

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## **CBORD Statement of Work: FNS On-Site Go-Live Support**

### **Introduction**

Welcome to the CBORD® Statement of Work for On-Site Go-Live Support. This document outlines the support services you receive when you contact to have an Implementation Representative come on-site to provide go-live support. This document is not intended to explain every item that CBORD On-Site Go-Live Support does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD On-Site Go-Live Support.

- Onsite Go-Live Support Preparation
- Onsite Go-Live Support
- Onsite Go-Live Support Follow-up
- Assumptions
- Customer Quality Measurement
- Services Out of Scope
- Changes to SOW

### **On-Site Go-Live Support Preparation**

CBORD shall perform the following tasks in preparation for onsite go-live support:

- Deliver a mutually agreed upon agenda detailing objectives for the go-live support dates, times, and CBORD client service contacts at least 5 business days prior to training.
- Confirm travel arrangements based upon Agreement specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.

Customer shall perform the following tasks in preparation for onsite go-live support:

- Complete the tasks necessary according to the workplan or status report from previous trainings. These tasks include database coding, interface testing, and operational procedure documentation and testing.
- Complete all tasks defined on the go-live checklist. These tasks include staff training, interfaces live, and hardware and System installed and tested.
- Communicate with hospital administration and departments regarding the scheduled go-live and changes impacting staff and patients.
- Create a go-live schedule and schedule managers and employees accordingly to ensure the go-live is appropriately staffed.

### **On-Site Go-Live Support**

CBORD shall perform the following tasks during onsite go-live support:

- Assist with go-live operations to ensure a smooth transition to utilization of CBORD Systems. A CBORD representative will be onsite during the go-live for the contracted number of days.
- Assist with troubleshooting CBORD System or database issues as they arise. The CBORD representative will assume the responsibility for contacting CBORD technical support if necessary.

Customer shall perform the following tasks during onsite go-live support:

- Participate in go-live activities as scheduled according to the go-live schedule.
- Provide a System administrator resource to serve as a subject matter expert when the CBORD representative is onsite.
- Provide IT support as needed for hardware or interface issues that may arise

### **On-Site Go-Live Support Follow-Up**

CBORD shall perform the following tasks as follow-up to onsite training:

- Deliver a status report to the primary client contact detailing open issues, and a follow-up task list no more than 5 business days following training.

Customer shall perform the following tasks as follow-up to onsite training:

- Complete the task list as outlined in the status report.

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### Assumptions

- CBORD shall assign an implementation resource who will provide the services detailed in this Statement of Work. The implementation resource will be knowledgeable about the CBORD System and how it is used effectively in operations.
- Customer shall assign a System administrator or primary point of contact resource that understands the departmental processes and can serve as a subject matter expert. If one resource cannot fill this role, then multiple resources should be assigned.
- Customer shall assign an IT resource to be available to assist with hardware or network issues that may arise during go-live.
- Hardware that meets the minimum recommended specifications, including printers, shall be available when needed, based on the onsite go-live dates.
- Network shall be available, if appropriate to the setup.
- If available and agreed upon by CBORD and Customer, remote access to the server or application will be available for CBORD technical support.

### Customer Quality Measurement

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

### Services Out of Scope

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond the contracted number of days.
- Participation in weekly project meetings.
- Project management services and creation of work breakdown structures.
- Consulting services.
- Change management.
- Documentation beyond the training status report:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- Re-training during the implementation shall be billed at the then-current price. Examples of why re-training may be requested include delay of implementation, employee turnover, or change in Customer resources. Customers are encouraged to plan for staffing changes by cross-training staff and documenting current procedures to ease any transition.
- CBORD's Support Center is not a resource for training. Re-training and specialized training services are available at the prevailing hourly or daily training rate.
- CBORD's implementation services are not the standard resource for support. Implementation representatives are scheduled at Customer sites and are often out of reach during standard working hours. These representatives remain focused with the Customer they are working with and check voice mail and email after hours. CBORD's Support Center schedules technicians to provide an immediate contact to address issues. It is strongly recommended that the Customer utilize CBORD resources as they are designed.
- Customizing reports. A separate written Agreement must be in place for CBORD to provide customized reports.

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- Customizing the database. Training will be provided on how to customize the database. A separate written Agreement must be in place for CBORD to provide database services.
- CBORD System and installations. CBORD's Support Center is available to provide telephone assistance with System installations and upgrades by appointment. If onsite installation or upgrade services are required, a separate written Agreement must be in place for this service.

**Changes to the SOW**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.



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## **CBORD Statement of Work: FNS On-Site Training**

### **Introduction**

Welcome to the CBORD® Statement of Work for On-Site Training. This document outlines the support services you receive when you contact to have an Implementation Representative come on-site to provide training. This document is not intended to explain every item that CBORD On-Site Services does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD On-Site Training

- Onsite Training Preparation
- Onsite Training
- Onsite Training Follow-up
- Customer Quality Measurement
- Services Out of Scope
- Changes to SOW

### **On-Site Training Preparation**

CBORD shall perform the following tasks in preparation for onsite training:

- Deliver a mutually agreed upon agenda detailing objectives for training, dates, times, topics, and CBORD client service contacts at least 5 business days prior to training.
- Provide a recommendation of applicable eSeminars that should be reviewed by training attendees prior to onsite training.
- Confirm travel arrangements based upon Agreement specifics. Note that travel time is not billable. Representatives typically do not travel on weekends.
- Provide a System training guide that supports the general training for up to 6 trainees. A training guide is typically provided at the first training session for an implementation project and not delivered for subsequent trainings unless significant changes have been made to the manual.

Customer shall perform the following tasks in preparation for onsite training:

- Set up training room with workstations so that there are no more than 2 trainees per workstation. A laser printer should be configured and easily accessible during the onsite training.
- Set up training room workstations with the appropriate System, database, and network access needed for training.
- Provide the necessary tools for successful training such as a projector, whiteboard or flip chart and markers, if it is determined such tools are needed.
- Schedule trainees to attend training according to the agenda. Attendees must be dedicated to participating in the training during the times in which they are scheduled. Cell phone, email, internet, outside meetings, and other distractions need to be limited.
- Complete the tasks necessary according to the timeline or status report from previous trainings.

### **On-Site Training**

CBORD shall perform the following tasks during onsite training:

- Train to the competencies based on topics outlined on the agenda.
- Modify the agenda if necessary based on progress made during the training. Because of travel requirements, training must end on time. Additional training time may need to be scheduled.
- Provide hands-on practice exercises on the topics as part of the training agenda.
- Provide training on the CBORD System as available according to the licensed software modules and system version installed. Any customizations, data entry, or deployment issues that arise during onsite training will be addressed as a follow-up task and may result in a need to contract for additional services.
- Provide a task list according to the training either verbal or via email if available upon the close of training.

Customer shall perform the following tasks during onsite training:

- Participate in training as scheduled according to the agenda.
- Limit cell phone, email, internet, outside meetings, and other distractions during the training.



### **On-Site Training Follow-Up**

CBORD shall perform the following tasks as follow-up to onsite training:

- Deliver a status report to the primary client contact detailing open issues, atypical business processes and notes, and a follow-up task list no more than 5 business days following training.

Customer shall perform the following tasks as follow-up to onsite training:

- Complete the task list as outlined in the status report prior to the next training session or implementation event, such as go-live.

### **Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

### **Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond the contracted number of days.
- Participation in weekly project meetings.
- Project management services and creation of work breakdown structures.
- Consulting services.
- Change management.
- Documentation beyond the training status report:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- Re-training during the implementation shall be billed at the then-current price. Examples of why re-training may be requested include delay of implementation, employee turnover, or change in Customer resources. Customers are encouraged to plan for staffing changes by cross-training staff and documenting current procedures to ease any transition.
- CBORD's Support Center is not a resource for training. Re-training and specialized training services are available at the prevailing hourly or daily training rate.
- CBORD's implementation services are not the standard resource for support. Implementation representatives are scheduled at Customer sites and are often out of reach during standard working hours. These representatives remain focused with the Customer they are working with and check voice mail and email after hours. CBORD's Support Center schedules technicians to provide an immediate contact to address issues. It is strongly recommended that the Customer utilize CBORD resources as they are designed.
- Customizing reports. A separate written Agreement must be in place for CBORD to provide customized reports.
- Customizing the database. Training will be provided on how to customize the database. A separate written Agreement must be in place for CBORD to provide database services.
- CBORD System and installations. CBORD's Support Center is available to provide telephone assistance with System installations and upgrades by appointment. If onsite installation or upgrade services are required, a separate written Agreement must be in place for this service.

**Changes to the SOW**

- Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

## **CBORD Statement of Work: FNS Personalized Distance Training**

### **Introduction**

Welcome to the CBORD® Statement of Work for Personalized Distance Training. This document outlines the implementation services you receive when you contract to have an Implementation Representative provide distance training. This document is not intended to explain every item that CBORD Personalized Distance Services does or does not cover.

### **Scope of Services Overview**

This document describes the following related to CBORD Personalized Distance Services:

- Distance Training Preparation
- Distance Training
- Distance Training Follow-up
- Customer Quality Measurement
- Services Out of Scope
- Changes to SOW

### **Distance Training Preparation**

CBORD shall perform the following tasks in preparation for distance training:

- Deliver a mutually agreed upon agenda detailing objectives for training, dates, times, topics, and CBORD client service contacts at least 5 business days prior to training.
- Provide a recommendation of applicable eSeminars that should be reviewed by training attendees prior to distance training.
- Schedule and send an appointment for online communication tool to be used during the training.
- Provide a system training guide that supports the general training for up to six trainees. A training guide is typically provided at the first training for an implementation project and not delivered for subsequent trainings.

Customer shall perform the following tasks in preparation for distance training:

- Verify ability to connect and use the online training tool working with an IT resource to resolve any connection or firewall issues.
- Schedule trainees to attend training according to the agenda. Attendees should be dedicated to participating in the training during the times in which they are scheduled. Cell phone, email, internet, outside meetings and other distractions need to be limited.
- Complete the tasks necessary according to the workplan or status report from previous trainings.

### **Distance Training**

CBORD shall perform the following tasks during distance training:

- Train to the competencies based on topics outlined on the agenda.
- Modify the agenda if necessary based on progress made during the training. Additional training time may need to be scheduled.
- Provide training on the CBORD system as available according to the version installed. Any customizations, data entry, deployment issues that arise during distance training will be addressed as a follow up task and may result in a need to contract for additional services.
- Provide a task list according to the training via email upon the close of training.

Customer shall perform the following tasks during distance training:

- Participate in training as scheduled according to the agenda.
- Limit cell phone, email, internet, outside meetings and other distractions during the training.

### **Distance Training Follow-Up**

CBORD shall perform the following tasks as follow-up to distance training:

- Deliver a status report to the primary client contact detailing open issues, atypical business processes and notes, and a follow-up task list no more than 5 business days following training.

Customer shall perform the following tasks as follow-up to distance training:

- Complete the task list as outlined in the status report prior to the next training session or implementation event, such as go-live.

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### **Customer Quality Measurement**

- Survey feedback is an extremely important and key measurement to determine if CBORD implementation services is effectively providing service to the Customer, identifying strengths as well as tracking areas of deficiency. The goal is to ensure that customers are getting the services they require to fully utilize the CBORD Systems in their operation. Customer satisfaction surveys are sent to Customer's primary contact upon submission of the status report.
- Surveys are voluntary but Customers are encouraged to complete the survey and return it to CBORD in order to provide feedback. CBORD Client Services management will follow up on any areas where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

### **Services Out of Scope**

The following services are considered out of scope and shall only be agreed to upon in writing by way of an Amendment signed by both parties. These services are available for an additional fee.

- Training beyond the contracted number of days.
- Participation in weekly project meetings.
- Project management services and creation of work breakdown structures.
- Consulting services.
- Change management.
- Documentation beyond the training status report:
  - Operation schedule
  - Operation procedures
  - Downtime procedures
  - Disaster recovery plan
  - Staff training manual
  - Go-live plan
  - Communication plan
  - Job descriptions
- Re-training during the implementation shall be billed at the then-current price. Examples of why re-training may be requested include delay of implementation, employee turnover, or change in Customer resources. Customers are encouraged to plan for staffing changes by cross-training staff and documenting current procedures to ease any transition.
- CBORD's Support Center is not a resource for training. Re-training and specialized training services are available at the prevailing hourly or daily training rate.
- CBORD's implementation services are not the standard resource for support. Implementation representatives are scheduled at Customer sites and are often out of reach during standard working hours. These representatives remain focused with the Customer they are working with and check voice mail and email after hours. CBORD's Support Center schedules technicians to provide an immediate contact to address issues. It is strongly recommended that the Customer utilize CBORD resources as they are designed.
- Customizing reports. A separate written Agreement must be in place for CBORD to provide customized reports.
- Customizing the database. Training will be provided on how to customize the database. A separate written Agreement must be in place for CBORD to provide database services.
- CBORD System and installations. CBORD's Support Center is available to provide telephone assistance with System installations and upgrades by appointment. If onsite installation or upgrade services are required, a separate written Agreement must be in place for this service.

### **Changes to the SOW**

Changes to the Statement of Work by either party shall require prior written notification and agreement, and may result in additional implementation fees as described in this Agreement.

**ATTACHMENT IX**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("BAA") effective May \_\_\_\_\_, 2017 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and The CBORD Group, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

**RECITALS**

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

**AGREEMENT**

**I. DEFINITIONS**



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1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05U), 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 of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56, et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI includes EPHI.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

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(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1. **Responsibilities** of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of Covered Entity's PHI that is not permitted or required by this BAA; and (ii) any Security Incident involving Covered Entity's PHI of which Business Associate becomes aware. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, or the date which the breach should reasonably have been discovered by Business Associate. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. 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, if such investigation confirms a breach, shall provide a summary of its investigation to Covered Entity, upon request. 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 comply with the requirements of Section 3.1(a)(i) below;



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(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) 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, if applicable, the media. Business Associate shall reasonably assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach of Covered Entity's PHI. 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 any required notification to affected individuals, appropriate government agencies, and, if necessary the media, 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 year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach subject to the limitation of liability in the underlying Agreement;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.;

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(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below; return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

Set: (i) If all or any portion of the PHI is maintained in a Designated Record

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall reasonably cooperate with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 **Term.** This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 **Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; 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 Business Associate's Service Agreement with Covered Entity.



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**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

**5. MISCELLANEOUS**

**5.1 Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below. If to Business Associate, to:

Attn: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If to Covered Entity, to:  
Natividad Medical Center  
Attn: Compliance/Privacy Officer 144 1  
Constitution Blvd.  
Salinas, CA 93906

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Phone: 831-755-41 1 1  
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by Fed Ex 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 copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. The Business Associate shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this BAA by the Business Associate and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this BAA to provide the broadest possible coverage for the County. The Business Associate shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Business Associate is obligated to indemnify, defend and hold harmless the County under this BAA.

Covered Entity shall indemnify, defend, and hold harmless the Business Associate, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this BAA by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse the Business Associate for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Business Associate under this BAA.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages,

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losses, costs and expenses arising from a violation of HIPAA, its officers, employees, agents and Subcontractors under this BAA. 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) business 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.

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, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

**ATTACHMENT X**

Statement of Technical Support Services



CBORD® ODYSSEY PCS™

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Changes are periodically made to the information contained in the *Statement of Technical Support Services: Customer Support Information and Service Level Guidelines*. Updates will be distributed as necessary.

Please send any comments on this document to the following address:

CBORD Technical Support  
The CBORD Group, Inc.  
950 Danby Road, Suite 100C  
Ithaca, NY 14850  
Telephone: 1-844-GO CBORD (1-844-462-2673)

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August 2016  
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## 1 Introduction

Welcome to the CBORD® Statement of Technical Support Services. This document outlines the support services you receive in exchange for your annual fees and explains how best to utilize these services. Service level guidelines, escalation procedures, and the general processes used within CBORD Technical Support are also described. This document is not intended to explain every item that CBORD Technical Support does or does not cover.

### Our Commitment to Support

We appreciate the partnership that CBORD shares with our Customers. At CBORD, we understand that the Customer's success may depend on how effectively the Customer can put our products to work. Sharing information, being responsive as well as accessible, and working through problems and solutions together are an important part of our commitment to providing an effective, comprehensive support program.

CBORD Technical Support strives to provide superior service that empowers and promotes success to our Customers. Support Technicians across all product teams adhere to the following principles which comprise the foundation of our core beliefs:

- Focus on outstanding quality of service
- Uncompromising integrity
- Utmost respect and attentiveness to our Customers
- Commitment to ongoing technical expertise and product knowledge

### Support Center

CBORD provides support coverage 24 hours a day, 7 days a week. CBORD Technical Support includes subject matter experts for the various supported products who understand the impact and the urgency in resolving issues.

## 2 CBORD Technical Support Center Procedures - How Support Works

The processes and procedures used by CBORD Technical Support help to ensure that each support request is handled in the most efficient, thorough, and professional manner possible, while providing a high level of Customer satisfaction.

### 2.1 When Is Support Available?

- Assistance is available 24 hours a day, 7 days a week. Technical Support in CBORD offices is staffed from 7 AM to 7 PM Eastern Time, Monday through Friday.
- Off-hours and holiday calls will be handled by an on-call Support Technician. An answering service may be used to route calls to the Support Technician. CBORD offices are closed on the following U.S. holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day following, Christmas Eve, and Christmas.
- Off-hours, holiday, and emergency support is for assisting with critical issues with CBORD products as defined in the Priorities section of this document.
- Home phone or cell phone numbers of CBORD Technical Support team members will not be distributed.
- At times, due to unplanned emergency situations during normal business hours (e.g., weather-related shutdown of a CBORD office), CBORD Technical Support's phones will be forwarded to the answering service for call routing to the Support Technician if possible.

### 2.2 Who Is Supported?

All Customers current in their annual fees are supported.

### 2.3 Telephone Support

CBORD provides high-quality support via telephone to help the Customer make the best use of their investment in CBORD products. Our goal is to track and route calls to the first available Support Technician to provide the highest level of Customer satisfaction.

Telephone support is the recommended way to get the quickest response from CBORD Technical Support as outlined in Section 3 (Service Level) of this document.

### 2.4 Web-Based Support - The CBORD Customer Portal

Support cases may be created using the CBORD Customer Portal on the CBORD corporate website. Cases created over the web will be responded to as outlined in Section 3 of this document. Customers can track and update their current cases as well as add attachments via the CBORD Customer Portal. You can also schedule appointments as outlined in Section 2.9.

Note: Critical or high-priority issues should always be phoned into CBORD Technical Support. Only non-critical requests should be made through the CBORD Customer Portal. The CBORD Customer Portal service level commitments are based on the time the case was created.

Before you can get into the CBORD Customer Portal system, you must obtain a CBORD user ID and password. If you do not have an ID and password, go to <https://www.cbord.com/login/> to learn how you may obtain one.

Once you have an ID and password, you can find the Customer Portal at <http://esupport.cbord.com/>. Just enter the ID and password to log in, and then select Support Center on the left side of the screen. You will see options where you can Create and Close Cases, Query the Cases for your site, and Add Case Notes. You can also add attachments to new or existing cases as well as schedule appointments.

## 2.5 Contacting CBORD Technical Support

CBORD Technical Support is available to assist with and help resolve CBORD application and product issues for all CBORD Customers current in annual fees.

**NOTE: Urgent or critical support needs should always be phoned into CBORD Technical Support.**

- Via Phone for all CBORD Support Teams: **1-844-GO CBORD (1-844-462-2673)**
- Via the Internet: <http://esupport.cbord.com>  
The CBORD Customer Portal provides immediate access to the Customer's support activity at CBORD. The CBORD Customer Portal forms an important link between your operation and our support center. Every contact made with CBORD Technical Support is logged and tracked online. You can view the status of the site's issues in real-time as well as insert notes and additional technical information directly into cases, to share with Support Technicians. You can also schedule an appointment for a support session with a technician (see 2.9 Scheduled Support below).

Upon contacting CBORD Technical Support, a case will be created within the CBORD case-tracking system where all information and details related to the reported issue will be documented. The information contained in each case is freely available to Customers current in their annual fees.

## 2.6 Who Can Call?

Any trained user of the CBORD application at a covered Customer site may contact CBORD Technical Support. However, one or more application experts should be identified at each site who will act as a Primary Contact. CBORD's case-tracking database has designated a Primary Contact(s) linked to each Customer site. Primary Contacts are required to be knowledgeable about the installed CBORD products at the Customer site and how they are used in the Customer-specific environment.

CBORD Technical Support should be notified if the Customer needs to change their contact or site information. This is necessary to ensure we maintain accurate and complete contact information for all sites. Please be prepared to provide the following details:

- Company/Site Name
- New Contact Name (to be added) and/or Former Contact Name (to be removed)
- Title
- Address
- Phone, Fax, and E-mail Information

## 2.7 Before You Call

Telephone support is the best way to get the quickest response from CBORD Technical Support, especially for urgent issues. Non-critical issues can be reported via the CBORD Customer Portal on the Internet. The guidelines below will help you make the most effective use of CBORD Technical Support – and help us resolve issues quickly and accurately.

If something isn't working the expected way, we recommend that you explore the problem to assess whether it's something you can readily resolve. The following are suggestions to try:

- Verify that the problem is related to the CBORD application. The problem may be with the network, power, third-party software, or interfaces in which case the appropriate vendor for support will need to be contacted.
- Attempt to reproduce the problem.
- Check the obvious things like cabling, power, login information, etc.
- Review all relevant documentation – including any manuals and application help.
- If the problem is reproducible, check to see if any changes have recently taken place in the operating environment that might be responsible for the problem.
- Note any error messages you're getting.
- Go to the CBORD Support and Training website at <http://www.cbord.com/support/> and search for any relevant documentation and/or solutions. Just click on the product for which you want more information, by selecting Food & Nutrition Systems, Gold Systems, or Odyssey Systems located on the right side of the screen.
- Review CBORD's Knowledge Base Library at <https://www.cbord.com/support/kb/>. Written by CBORD Support Technicians as well as by Customers, these articles provide troubleshooting information, answers to frequently asked questions, and technical walkthroughs.

## 2.8 When You Call

When you contact CBORD Technical Support, please provide the following information when working with the Support Technician:

- The name of the CBORD application (e.g., Nutrition Service Suite®, EventMaster®, CS Gold®)
- The version of the application
- A description of the issue including expected results versus actual results. This is key in assisting CBORD Technical Support in setting the priorities as outlined in Section 3.2 (Case Priorities).
- Actions you tried in order to resolve the issue
- Relevant documentation such as log files and screen shots
- Exact error messages
- A specific site contact, whether it be the caller or another Customer contact, for CBORD Technical Support communication. This should include all phone numbers, including cell, and e-mail information in order to facilitate issue communication.
- If a call back from CBORD Technical Support is required, any time frame limitation on when not to call.

## 2.9 Scheduled Support

In certain instances you can schedule an appointment for a specific day, time, and duration for a CBORD Support Technician to work with you on your issue. Scheduling an appointment depends on the complexity of the issue as well as the availability of appointment slots. If you reach one of our Support Associates instead of a Support Technician when you call in, ask about options for scheduling an appointment.

You can also schedule support sessions via the eSupport web portal at <https://esupport.cbord.com> for most products and support services. This includes same-day appointments when time slots are available. Instructions on using this feature are in section 7.0 of the [eSupport Web Portal Guide](#). Please ensure you are using the product selector drop down when selecting and scheduling the Service teams available. Please note that certain activities including product upgrades and installs as well as some CBORD product areas cannot currently be scheduled via the eSupport Web Portal.

## 2.10 Case Number

Each Customer support request that comes into CBORD Technical Support, by any medium (phone or via the CBORD Customer Portal on the Internet), is logged into our case-tracking system and assigned a case number. This unique identifier enables the Customer and our Support Technicians to track issues until the problem is resolved. It is important to record this number for reference in the event a status update is required or you have additional information or questions regarding the case.

## 2.11 Case Resolution - Assistance from Other Areas

After a case is created, the Support Technician will attempt to resolve the issue. If the issue cannot be resolved in a timely manner, the case will be escalated to a senior-level Support Technician or another CBORD team such as Development. Resolution times vary, but are estimated depending on priority as defined in Section 3 (Service Level) of this document.

The Support Technician will commit to a follow-up action with the Customer on the case including any changes in status.

Due to the complexity of issues that are normally worked on by senior-level Support Technicians and the Development group, resolution-time guidelines are no longer in effect upon escalation. However, while the guidelines may no longer apply, we will still work for an expedient resolution – particularly for those issues of highest urgency.

## 2.12 Case Closure/Resolution

The following criteria will be used to determine when a support issue can be closed:

- A solution is provided to the Customer to implement.
- A fix is implemented by a Support Technician.
- The Customer fails to respond to multiple communications from CBORD.
- A product enhancement request, submitted via the case, has been approved or rejected by CBORD's Development team. If approved, the enhancement will be in a future release.
- It is determined that the issue is not due to the CBORD product but to external issues beyond CBORD's control and influence.

From time to time, the need arises to reopen a previously closed case within the CBORD case-tracking system. CBORD Technical Support may choose to reopen a case previously closed or open a new case with reference to the previous case number.

## 3 Service Level

This section reviews the Response and Resolution Time goals for CBORD Technical Support. Response and resolution times are measured guidelines that define how quickly CBORD Support initially responds to a request for assistance, and the total duration of time required to complete the request for assistance.

### 3.1 Response Time

The time that it takes the Support Technician to contact the Customer after the case is created in CBORD's case-tracking system.

If the Customer requests a specific Support Technician when a case is created, response-time standards do not apply.

Initial Response Times for Standard Support:

Case Reported By	Initial Response Time
Phone call via support line - business hours	Immediate up to 1 hour (up to 30 minutes for Priority 1 issues)
Phone call via support line - off-hours	Up to 1 hour
CBORD Customer Portal on the Internet	Up to 1 business hour for new case submissions. Business hour is within 7 AM to 7 PM, Eastern Time, Monday through Friday.



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### 3.2 Case Priorities

All cases created by CBORD Technical Support will be assigned a priority level indicating the magnitude of the Customer issue. Service-level standards and measurements are based on the priority assigned to a case.

Please note that the descriptions and examples below are not intended to define absolutely the criteria by which priority assignments are made. The priority assigned to any case is determined by, and at the sole discretion of, CBORD Technical Support.

Priority Level	Clinical (and Long Term Care), Food Production, and Catering	Odyssey PCST™, Oracle® Hospitality/MICROS® POS, CS Gold, Odyssey HMS™, and GET™
<b>Priority 1</b>	<p>Outage or loss of key functionality that is high impact and high urgency (critical):</p> <ul style="list-style-type: none"> <li>Room Service Concerco® not generating meal selections</li> <li>Live System down</li> <li>NetMenu® – Multiple locations or a significant number of users impacted</li> <li>Room Service Tray Tickets <u>not</u> printing</li> <li>Tray Tickets or Tray Cards <u>not</u> printing for multiple patients/residents for the same or next day meals only; otherwise Priority 2</li> <li>Upgrade failure in live environment</li> </ul>	<ul style="list-style-type: none"> <li>“Credit Card Processing not working” issues at ALL workstations and not a confirmed outage</li> <li>Revenue Center down</li> <li>All access locations and/or alarms are offline or not working</li> <li>Campus Emergency/Lockdown event – including related to potential or reported criminal activity</li> <li>CCTV security system failure</li> <li>CS Gold patron/database records deleted in error</li> <li>Entire system is offline</li> <li>Production System down</li> <li>Server crash</li> <li>All registers at a location down</li> </ul>
<b>Priority 2</b>	<p>Loss of key functionality that impairs the user’s ability to maintain business processing (urgent):</p> <ul style="list-style-type: none"> <li>CBORDian onsite</li> <li>ETM did not complete in live environment</li> <li>EventMaster: Unable to access events</li> <li>EventMaster: Unable to print standard contracts/event sheets/invoices</li> <li>NetMenu – The business can continue in a restricted fashion; no acceptable workaround</li> <li>Patient Menus not printing for the same or next day</li> <li>Production Interface down</li> <li>Tray Monitor® down in live environment</li> <li>Tray tickets not printing for a single patient or for meals in Live System and beyond the current or next day</li> <li>Unable to generate production reports</li> <li>Unable to place orders</li> <li>Unable to process inventory</li> </ul>	<ul style="list-style-type: none"> <li>A single or group of access locations and/or alarms is offline or not working</li> <li>CCA (Credit Card) issues</li> <li>“Credit Card Processing not working” issues at ALL workstations and it’s confirmed that there is an outage at one of our third parties</li> <li>“Credit Card Processing not working” issues at only one workstation if there are other workstations at the location working. If that’s the only workstation, then Priority 1</li> <li>EOD (End of Day) failures</li> <li>Payroll deduct (Export) issues</li> <li>Single CCTV security system camera offline</li> <li>Single terminal / register is down</li> <li>User Interface can’t connect or has an error that makes it otherwise unusable</li> </ul>
<b>Priority 3</b>	<p>“Standard support” including but not limited to:</p> <ul style="list-style-type: none"> <li>DB Backup issues</li> <li>End of Day issues</li> <li>NetMenu – Minor loss of service where the impact on the business is an inconvenience; short-term workaround to resolve the incident</li> <li>Patient Menus not printing beyond today or next day</li> <li>Test Environment Issues</li> </ul>	<p>“Standard support” including but not limited to:</p> <ul style="list-style-type: none"> <li>CCA Install (Express Service fee required)</li> <li>DB Backup issues</li> <li>Parameter Configuration</li> <li>Reporting Issues</li> <li>Test System issues including Test System Down</li> </ul>
<b>Priority 4</b>		
<b>Priority 5</b>	<p>Activities that need scheduling:</p> <ul style="list-style-type: none"> <li>Custom Report and Query Requests</li> <li>Enhancement Requests</li> <li>Installations</li> <li>Upgrades</li> <li>VPNs/Bomgar® Installation</li> </ul> <p>Informational:</p> <ul style="list-style-type: none"> <li>Documentation Requests</li> <li>Questions/information on setup, configuration, and reporting</li> <li>Security Forms</li> </ul>	<p>Activities that need scheduling.</p> <ul style="list-style-type: none"> <li>CCA Install/Change of Service</li> <li>Reconciliation (Out of balance, Totals incorrect, etc.)</li> <li>CS Gold and Oracle patch upgrades</li> <li>Datacard® upgrades</li> <li>Odyssey version upgrades</li> <li>Revenue Center add-ons (non-Express Service fee)</li> <li>Server Swaps</li> <li>Service Pack/Hot Fix for Oracle Hospitality/MICROS</li> <li>POS Manager Workstation Reinstall</li> <li>VPNs/Bomgar Installation</li> </ul>

### 3.3 Resolution Time

CBORD Technical Support strives to deliver a resolution in as expedient a time frame as possible. Expected resolution time is different for each situation or issue. The Support Technician will work with the Customer to evaluate the problem being encountered and determine the appropriate priority assignment and thus a resolution time target.

Target resolution time indicated is for the primary issue to be resolved. However, the case may remain open for monitoring and verification purposes.

Target resolution time based on priority:

Priority Level	Target Resolution Time
Priority 1	4 hours or less
Priority 2	8 hours or less
Priority 3	Resolution time will vary depending on the specific issue

Issues causing a suspension of resolution time tracking may include:

- Tasks requiring additional information from the Customer including copies of databases, reports, or logs
- Implementation of changes that require remaining in a monitoring state for an extended period before confirmation of resolution (e.g., a problem with End-of-Month reporting)
- Escalation to Customer IT
- Delays due to unavailability of Customer server remote access
- Escalation to Development for further research
- Oracle Hospitality/MICROS hardware repair dispatch
- Programming or consultation issues that require the scheduling of resources not normally available in Technical Support
- Feature enhancement requests

The Support Technician will commit to a follow-up action with the Customer on the case including any changes in status.

### 3.4 Customer Escalation of Issues

CBORD wants all Customer experiences to be positive. If you are dissatisfied or concerned about a case's progress, you can escalate the issue to a Support Manager when calling in on the support line.

If the issue is still not resolved, you can request further escalation when calling in on the support line to:

- Technical Support Senior Manager, Operations
- Director of Technical Support



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## 4 Scope of Support

The following outlines the scope of activities for the CBORD Technical Support teams. Refer to <http://www.cbord.com> for specific products supported. Scope-of-Support revisions for CBORD's Hosted Products are indicated.

**Y** = Responsibility of CBORD Technical Support and/or the Customer

**N** = Not a responsibility of CBORD Technical Support and/or the Customer

**N/A** = Not applicable

**B** = The activity is out-of-support scope and not covered by annual fees but is available from CBORD at an additional cost; certain activities may be managed and executed by areas outside CBORD Technical Support including CBORD's Managed Services and Implementation teams

Activity	Description	CBORD Support	Customer	Comments and Exceptions
<b>4.1 Standard Support</b>				
<b>Problem Resolution</b>	Technical problem solving and troubleshooting of CBORD applications. - Refers to CBORD-developed applications. Third-party applications vary by support team.	Y	N/A	See <a href="http://www.cbord.com">http://www.cbord.com</a> for product listings.
<b>Third Party</b>	Limited third-party product support.	Y	N/A	See <a href="http://www.cbord.com">http://www.cbord.com</a> for product listings.
<b>Application Error Messages</b>	Resolution and/or explanation of CBORD application-generated error messages.	Y	N/A	
<b>Questions</b>	General guidance with CBORD application procedural and system capability questions.	Y	N/A	
<b>Interface Implementation</b>	New interface implementation requests between CBORD applications and non-CBORD products.	B	N/A	Will be forwarded to CBORD Sales.
<b>Site Implementation</b>	Site-specific implementation of the application is outside the scope of support but is available as a billable service through CBORD's Implementation team.	B	N/A	Billable service.
<b>User Problem Assistance</b>	Assistance with user problems that occur during normal system operations of CBORD applications. - CBORD will provide limited support on database management systems <i>except db administration</i> .	Y	N/A	Support on database management systems for CS Gold is limited to Windows®-based Oracle databases.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>System Feature Assistance</b>	Assistance to trained users in using System features. - CBORD reserves the right to identify training shortcomings and require those deficiencies be corrected in order to continue providing in-scope support.	Y	N/A	Customer to ensure that users are trained.
<b>Hardware Maintenance</b>	Processing requests for hardware maintenance or repair purchased from or through CBORD. The specifics of the maintenance or repair are dependent on the service contract level of the equipment.	Y **	N/A	** Hardware maintenance <u>not applicable</u> to Odyssey HMS.
<b>Product Defects</b>	Escalate product defects to the CBORD Development team. - Support submits to Development and communicates with the Customer the status of the issue as well as when the correction has passed testing.	Y	N/A	
<b>Enhancement Requests</b>	Processing of enhancement requests. All enhancement requests are evaluated by CBORD Product Management to determine future system development. - Support submits requests to Development. Enhancement cases will not remain open if not addressed in a soon-to-be released version. - Customer can contact CBORD Technical Support if status updates are desired, as well as review release notes on the CBORD website at <a href="http://www.cbord.com">www.cbord.com</a> .	Y	N/A	
<b>Onsite Support</b>	Onsite support by CBORD technicians.	N	N/A	While CBORD technicians do not provide onsite support, at its discretion CBORD may dispatch third-party technicians to repair equipment (based on service contract level for the equipment as well as complexity of the repair and challenges with depot repair for the equipment).
<b>Custom Development</b>	New custom development including queries, views, and reports.	B	N/A	While CBORD technicians do not provide custom development, the CBORD Technical Support teams will submit the requests to the proper team within CBORD for a specification and quote.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>Net Product Support</b>	Initial point of contact for "Net Products" hosted by CBORD.	Y **	N/A	** Not applicable to Oracle Hospitality/MICROS POS Support.
<b>Infrastructure Support</b>	Maintaining operating environment and network infrastructure including but not limited to virtualized environments, network operating systems, etc.	N	Y	Infrastructure must be to CBORD specification.
<b>CBORD Website Assistance</b>	CBORD website support – questions regarding recorded eSeminars, documentation, CBORDData, ftp, etc. - Will communicate with CBORD resources to address the issue.	Y	N/A	
<b>Documentation</b>	Provide existing documentation to Customers.	Y	N/A	
<b>4.2 Off-Hours Support</b>				
<b>Off-Hours</b>	Support during non-standard business hours. - Off-hours support will be used to resolve emergency issues defined in this document as either Priority 1 or 2. - Priority 3 and 5 cases will be handled during regular business hours unless previously scheduled as a billable service.	Y	N/A	
<b>4.3 Remote Access</b>				
<b>Remote Access Requirement</b>	Remote access recommended for support across most product lines.	Y **	N/A	** Certain CBORD products do not require remote support; contact CBORD Technical Support for questions.
<b>Bomgar</b>	Bomgar Installation - Subject to approval and appropriate licensing fee. Must be scheduled.	B	N/A	
<b>VPNs</b>	VPN Installation – Limited to configuration on the CBORD network. Subject to approval and appropriate licensing fees. Must be scheduled.	B	N/A	
<b>File Transfer Assistance</b>	Remote access to Customer site to transfer files required for support from Customer location to CBORD (e.g., via ftp).	Y **	Y **	** Customer is responsible for providing database for Food and Nutrition Solutions Support.



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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>4.4 Training and Implementation</b>				
<b>System Training</b>	System training – “How-to” questions exceeding 30 minutes of support time or at the discretion of the Support Technician. If the Support Technician determines that the application is working as intended, the site will be referred to Implementation Services for training.	B	N/A	
<b>Account Management</b>	Account management, including participation in regularly scheduled project meetings or case reviews. Including but not limited to: <ul style="list-style-type: none"> <li>- Maintaining a list of submitted issues.</li> <li>- Creation and documentation of SOPs.</li> </ul>	B	Y	
<b>Data Coding</b>	Data coding and programming – may be provided by a CBORD team other than Support at the discretion of CBORD.	B	N/A	
<b>New Documentation</b>	Creation of new documentation specific to a Customer.	N	Y	
<b>Disaster Plan except for CBORD Hosted Products</b>	Creation of a disaster recovery plan specific to the CBORD product.	B	Y	Customer should have a disaster recovery plan.
<b>Disaster Plan for CBORD Hosted Products only</b>	Creation of a disaster recovery plan for CBORD Hosted Products.	Y	Y	CBORD has a disaster recovery plan for its datacenter. Contact CBORD’s Hosted Services for detail. In addition, CBORD strongly recommends that Customers have a disaster recovery plan for the Customer’s onsite infrastructure which the Customer uses for the CBORD Hosted Product.
<b>4.5 System Administration</b>				
<b>System Administration except for CBORD Hosted Products</b>	System administration including hardware and network infrastructure support.	N	Y	
<b>System Administration for CBORD Hosted Products only</b>	System administration to be performed by CBORD	Y	Y**	** Customer should administer on-premise hardware and servers. CBORD shall administer hardware and servers for Hosted Products.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>4.6 Installation and Upgrades – Except for CBORD Hosted Products</b>				
<b>New Product Installs</b>	New CBORD product installs and add-ons - Must be scheduled and requires Customer participation. Service is remote only. <ul style="list-style-type: none"> <li>- CBORD support involvement will be limited to an advisory role for non-billable installs.</li> </ul>	<b>B **</b>	<b>Y</b>	<b>** Billable for all support teams except Food and Nutrition Solutions Support. Customer involvement required.</b>
<b>Install Assistance</b>	Step-by-step assistance in the installation and configuration of the CBORD systems, including system and database upgrades. Service is remote only. This includes installations on new servers as well as situations where the application is being moved from one server to the other – i.e., “server swaps.”	<b>B</b>	<b>Y</b>	Customer involvement required. Certain CBORD applications cannot be installed by the Customer. Please contact CBORD Technical Support for more information.
<b>Major Version Upgrades</b>	Major Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours. <ul style="list-style-type: none"> <li>- Technical assistance means that a technician will be available to answer questions or resolve issues encountered during the upgrade (e.g., provide patches, troubleshoot problems, recommend roll-back).</li> <li>- Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD.</li> </ul>	<b>Y **</b>	<b>Y</b>	<b>** Billable for Oracle Hospitality/MICROS POS and CS Gold Products and require Implementation Services. Certain CBORD applications cannot be upgraded by the Customer and must be performed by CBORD Technical Support. Please contact CBORD Technical Support for more information.</b>
<b>Minor Version Upgrades</b>	Minor Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours. <ul style="list-style-type: none"> <li>- Technical assistance means that a technician will be available to answer questions or resolve issues encountered during the upgrade (e.g., provide patches, troubleshoot problems, recommend roll-back).</li> <li>- Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD.</li> <li>- Upgrades for feature enhancements for Oracle Hospitality/MICROS POS may be billable.</li> </ul>	<b>Y</b>	<b>Y</b>	Customer must be involved in upgrades. Certain CBORD applications cannot be upgraded by the Customer and must be performed by CBORD Technical Support. Please contact CBORD Technical Support for more information.
<b>Patches</b>	Perform CBORD Product application patch. <ul style="list-style-type: none"> <li>- Pending schedule availability.</li> <li>- Application of a CBORD product “defect correction” to the application in the Customer’s environment.</li> </ul>	<b>Y **</b>	<b>Y</b>	<b>** Not available from Food and Nutrition Solutions Support.</b>



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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
Oracle	Database administration – Oracle only	B **	Y	** Offered as a billable service for Odyssey PCS and CS Gold only through CBORD's Managed Services group.
SQL Server / Sybase	SQL Server / Sybase® database administration.	B	Y	
<b>4.7 Disaster Recovery</b>				
<b>Improper CBORD Product Use except for CBORD Hosted Products</b>	Recovery from improper CBORD application database administration by the Customer including but not limited to: - Database table misuse. - Missing or insufficient backup. - Missing or incorrect hardware.	B	Y	Customer should have a disaster recovery plan.
<b>Improper CBORD Product Use for CBORD Hosted Products only</b>	Recovery from improper CBORD application database administration.	Y	Y**	CBORD has a disaster recovery plan for its datacenter. Contact CBORD's Hosted Services for detail. ** The Customer should have multiple users trained on the use of the CBORD Hosted Product to minimize any issues caused by user error.
<b>Disaster Recovery Assistance except for CBORD Hosted Products</b>	Disaster recovery assistance - hardware and a recent and valid backup readily available – remote support only.	Y	Y	Customer should have a disaster recovery plan.
<b>Disaster Recovery Assistance for CBORD Hosted Products only</b>	Disaster recovery assistance - hardware and a recent and valid backup readily available – remote support only.	Y	Y	CBORD has a disaster recovery plan for its datacenter. Contact CBORD's Hosted Services for detail. In addition, CBORD strongly recommends that Customers have a disaster recovery plan for the Customer's onsite infrastructure that is used for the CBORD Hosted Product.

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>ID Card Production System Installs and Upgrades</b>	Hardware and software installs and upgrades for ID card production systems – Must be scheduled and requires Customer participation. Service is remote only. <ul style="list-style-type: none"> <li>- This includes installation on new workstations as well as situations where the application is being moved from one workstation to another.</li> <li>- This includes replacing existing equipment, such as cameras and printers, with different equipment.</li> <li>- This includes interfacing new or replacement ID card production systems with CBORD systems.</li> </ul>	<b>B**</b>	<b>Y</b>	<b>** Scheduled through Implementation Services.</b>
<b>Remote Access for Upgrades</b>	Use remote access to perform upgrade.	<b>Y**</b>	<b>Y</b>	<b>** Not available from Food and Nutrition Solutions Support.</b>
<b>Off-hours Upgrades</b>	Off-hours upgrades; service is remote only.	<b>B**</b>	<b>Y</b>	<b>** Scheduled through Managed Services.</b>
<b>Onsite Install/Upgrade</b>	Onsite installation and upgrades. <ul style="list-style-type: none"> <li>- Refer request to CBORD Sales.</li> </ul>	<b>B**</b>	<b>Y</b>	<b>** Not available from Food and Nutrition Solutions Support.</b>
<b>Upgrade Recovery</b>	Assist in recovery if an upgrade fails. <ul style="list-style-type: none"> <li>- May include reverting to valid backed-up database.</li> <li>- Support Technician has discretion to stop the upgrade.</li> </ul>	<b>Y</b>	<b>Y</b>	
<b>Test Upgrade</b>	Test upgrades with Customer-specific data – in-house.	<b>N</b>	<b>Y</b>	Customer should test upgrades.
<b>Test Licensed Custom Files</b>	Test licensed custom files/reports for upgrade. This refers to those reports and files developed by CBORD for a specific Customer and where the Customer is paying an annual fee for that file/report.	<b>Y**</b>	<b>Y</b>	<b>** Applicable to Food and Nutrition Solutions Support only.</b>
<b>4.8 Installation and Upgrades – CBORD Hosted Products Only</b>				
<b>Upgraded</b>	While Customer is deployed in a CBORD Hosted Environment, CBORD shall be responsible for all Installations and Upgrades of the CBORD application.	<b>Y</b>	<b>**Y</b>	<b>** Customer should review release notes as upgrades are rolled out. Customer is responsible for any updates on the Customer's onsite infrastructure as required.</b>

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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>4.9 Customer Responsibility</b>				
<b>Infrastructure</b>	Ensure that all hardware, operating systems, networks, and peripherals are maintained and in proper working order.	N	Y	
<b>Minimum System Requirements</b>	Meet the minimum system requirements listed on the CBORD website. The precise requirements will depend on the application involved and will include information on the latest operating system patches and upgrades.	N	Y	
<b>Software Backups</b>	Have software application backup capability – preferably to a different location – for disaster recovery purposes. Ensure that regular and valid backups are performed.	N	Y	
<b>System Administrator</b>	Have a system administrator (or a super user) responsible for managing such items as CBORD application logins and user access. Responsibilities also include ensuring proper database maintenance procedures are in place and followed including regular running of End of Day processes, data clean-up and purging, and so on. The system administrator will also be responsible for working with CBORD Technical Support during system upgrades.	N	Y	
<b>Trained Users</b>	Maintain a sufficient number of trained users.	N	Y	
<b>Regular Upgrades</b>	Upgrade application on a regular basis (CBORD recommends every 6 months) and be within 2 major releases of the current release.	N	Y	This will ensure that the Customer has the latest application enhancements as well as issue corrections. The Customer is responsible for reviewing the release notes on the CBORD website to determine if an upgrade is desired. The Customer must always backup their database immediately prior to beginning an upgrade.



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Activity (continued)	Description	CBORD Support	Customer	Comments and Exceptions
<b>Remote Access</b>	Provide remote access to the CBORD application as outlined in Sections 4.3 and 7 (Remote Access) of this document.	N	Y	Bomgar is the CBORD Technical Support's preferred method of remote access. This is replacing Webex® as the prior recommended remote access solution.
<b>Clinical Interface Support</b>	For clinical systems, if Clinical Interface (NSI) messages aren't flowing, restart service must be attempted prior to calling CBORD Technical Support. CBORD Technical Support will not restart services.	N	Y	The Customer contacting CBORD Technical Support should report any error messages encountered.
<b>Clinical Interface Changes</b>	For clinical systems, if Clinical Interface (NSI) messages are changed due to additional data elements being sent or a change in the sending system, an interface analyst will be assigned to the project and the service is billable.	B	Y	Advanced notice must be given in order to accommodate change requests.
<b>Customer Contact</b>	Have a contact available who has access to the system including server and administration access and can work with the CBORD Support Technician when addressing the issue. This contact will be responsible for ongoing and timely communication as well as ascertaining and confirming with CBORD Technical Support when the issue is resolved to the Customer's satisfaction.	N	Y	
<b>Test Environment</b>	Maintain a test environment for evaluating upgrades and hot fixes.	N	Y	

NOTE: For any service or activity designated as billable, upon Customer request, you will be provided with a quotation along with a Statement of Work for completion of the activity. The Statement of Work will cover items in addition to the CBORD Statement of Technical Support Services (this document) specific to the billable service including assumptions and responsibilities.



## 5 Security and Passwords

CBORD Technical Support will work with the Customer to ensure that CBORD operates in compliance with regulations set forth in acts and standards such as the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Payment Card Industry Data Security Standard (PCI DSS) among others. The Customer is responsible for establishing and identifying its security policies. It is also responsible for communicating them to CBORD.

You should follow your site's Privacy and Security policies and procedures (e.g., HIPAA/HITECH, PCI DSS) before transmitting any data, such as credit card information or protected health information (PHI), to CBORD. If you enter any case notes via the CBORD Customer Service Portal (section 2.3), they should contain what is minimally necessary to identify your problem but not any information that could be in violation of security policies. Before you attach any files, please review and redact any information that is in violation of privacy and security policies.

In addition, access to the CBORD applications as well as the environment they are installed in are protected via User IDs and Passwords. CBORD takes this security requirement seriously and recognizes the importance in protecting the information contained within the applications as well as preventing unauthorized access.

The Customer is responsible for setting and maintaining user access to the CBORD applications and environment. The Customer should have a process in place to ensure user access is available as required for its users of the CBORD applications; this includes a means of escalation within the Customer location if access issues arise. This access should cover the hours during which the Customer will use the CBORD applications.

If the Customer contacts the CBORD Support Team requesting help for system access (including password assistance), the CBORD Support Team may do the following:

- First, request that the Customer contact their internal Site support team, usually IT, for assistance in access. Passwords and access to the environment in which the CBORD application may be installed (such as Operating Systems) are usually maintained and supported by the Customer's IT group.
- If it is determined that the Customer IT group is unable to assist, CBORD Technical Support will use due diligence to authenticate the user for valid access to the CBORD application. This could include, but may not be limited to, determination that the user is a valid contact for the site, based on CBORD's problem tracking database. The CBORD Support Team is committed to assisting the Customer but will never compromise security. Therefore, the CBORD Support Team may be unable to provide access or password information requested if CBORD is unable to authenticate the validity of the Customer contact or his/her request.

## 6 Hardware Maintenance

If you have hardware provided by CBORD that does not perform correctly, please contact CBORD Technical Support as soon as possible to report the situation so we can help you resolve the problem.

A Repair Authorization Number (RAN) is required to initiate a product return for replacement or repair. For a Repair Authorization Number, please contact CBORD Technical Support.

For Oracle Hospitality/MICROS systems, report the issue to CBORD Technical Support. CBORD Technical Support will assess the situation and, if necessary, dispatch an Oracle Hospitality/MICROS technician to your location.

If more than one unit of identical equipment is to be returned, all may be returned using a single RAN. Different types of hardware require separate RANs.

For more information on this process, including the CBORD Return Policy, please refer to your maintenance contract as well as the CBORD website at <http://www.cbord.com>.



## 7 Remote Access

Remote access to the Customer's computer system helps CBORD provide a much greater level of service to the site, allowing CBORD Support Technicians to work interactively on system issues. Bomgar Remote Access is the **preferred** method for CBORD Technical Support to use for remote access to our Customers' systems. Bomgar enables CBORD to offer its Customers a secure, persistent remote access to streamline the maintenance and support of CBORD systems.

- **Bomgar Unattended Access:** Customers using the unattended option maintain a connection between the onsite environment(s) on which the Bomgar application is installed and the Bomgar appliance hosted in CBORD's datacenter. The connection enables authorized CBORD personnel to access the Customer's environment(s) as directed by the Customer without requiring an onsite resource to initiate a support session. Bomgar requires only that the client installed in the Customer environment have outbound access to the CBORD appliance on ports 80 and 443. The connection to the Bomgar appliance is established as soon as the client launches. The appliance will remain connected until the client is turned off in the environment. Bomgar uses the 256-bit Advanced Encryption Standard (AES) on all traffic between the Bomgar appliance and connected Customer environments. The Customer can enable or disable the client at their discretion

Bomgar Attended Access is available for attended (Customer participation required) remote access on a limited basis.

- **Bomgar Attended Access:** Customers using the attended option establish a connection between the onsite environment(s) on which the Bomgar Button is installed and the Bomgar appliance hosted in CBORD's datacenter only when necessary to allow CBORD technicians to troubleshoot an identified issue or complete a specified task. The connection enables authorized CBORD personnel to access the Customer's environment(s) as directed by the Customer.

CBORD will consider alternative methods of remote access, but any method outside of the aforementioned Bomgar methods are outside the scope of normal support, and may be subject to additional licensing and labor fees.

In setting up remote access, CBORD will not provide any personal information to the Customer for a CBORD Support Technician including but not limited to birthday, birth date, or Social Security number (full or partial). This is to protect our employees' privacy. As needed, CBORD will provide unique CBORD business identifiers for a CBORD Support Technician to fulfill individual tracking requirements, though this will not include employee personal information.

CBORD Technical Support will obtain Customer's permission before performing any remote access to the Customer's location.

CBORD Technical Support's ability to offer assistance via remote access during off-hours is dependent on the Customer's method of remote access. Remote access outside the preferred and recommended solutions may preclude technician access during off-hours.

Remote access is to be used only for in-scope support activities.

As indicated in Section 5 (Security and Passwords) of this document, CBORD operates in compliance with regulations set forth in acts and standards such as the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Payment Card Industry Data Security Standard (PCI DSS) among others. Remote access to the Customer's computer system is initiated at CBORD workstations and/or networks with all access maintained and controlled by CBORD's Information Technology department. Access is limited to current CBORD employees with stringent password controls, such as password complexity and 90-day expiration.

## 8 Supported vs. Unsupported Platform

CBORD specifies hardware and software requirements for its products on the CBORD website at <http://www.cbord.com/support/hardware/>. This site is updated regularly as CBORD develops its products. Please be sure to review the information on this site prior to planning upgrades and installations.

The Customer must meet the minimum system requirements listed on the CBORD website. The precise requirements will depend on the application involved and will include information on the latest operating system patches and upgrades. Note that certain CBORD products are not recommended for installation in virtual environments. This is also mentioned on the website at <http://www.cbord.com/support/hardware/virtualization/>.

Failure by the Customer to meet the minimum system requirements currently specified on the website and/or installing the CBORD system in a virtual environment when specified otherwise, will seriously impact CBORD Technical Support's ability to resolve issues effectively.

Software may experience performance degradation when running on an unsupported platform. If the performance of the software is unacceptable to the Customer, CBORD will recommend that the software be removed from the unsupported platform and be installed on a supported platform.

CBORD Technical Support may defer support activity if it deems its product is installed in an environment other than that specified on the CBORD website.

If a third-party vendor, such as Microsoft®, announces end of support of its Operating System, CBORD Technical Support will strive to continue basic level support of any installed CBORD application using that Operating System. However, if an upgrade or patch of the CBORD application is required, then the Customer may first need to upgrade the Operating System to a supported Operating System following the CBORD website specifications.

## 9 Non-Certified Hardware Platform

CBORD has built and extensively tested a set of hardware platforms that have been certified to operate its software products effectively. The certification enables us to maintain the highest level of support for these products.

Customers may choose to operate our products on a non-certified hardware platform. In doing so, the customer is responsible for:

- Database maintenance, performance tuning, backup, and maintaining operation of the software on the non-certified platform.
- The proper configuration of the non-certified platform and software running in the environment.

Additionally, CBORD is not responsible for:

- Configuration recommendations if its applications are being operated in the non-certified environment.
- Testing and/or certification of its software to operate on the non-certified platform.
- Any guarantee of a resolution to issues confirmed to be related to the use of the non-certified platform.
- Endorsement of a particular product.

In the event a reported issue appears to be related to the non-certified platform, CBORD may require that the issue be reproduced on a certified platform. Issues confirmed to be unrelated to the non-certified platform will be treated in a manner consistent with CBORD's product support policies when the software is running on a certified platform.

Software may experience performance degradation when running on a non-certified platform. If the performance of the software is unacceptable to the Customer, CBORD will recommend that the software be removed from the non-certified platform, and be installed on a certified platform.

## 10 Feedback and Customer Satisfaction

The CBORD Technical Support team strives to answer questions and resolve issues to the Customer's satisfaction. CBORD welcomes feedback on how the team is doing. The following comments highlight the Customer feedback process:

### Customer Satisfaction

A survey invitation will be sent when a support case is closed. This will include a link to the CBORD website to complete the survey. To facilitate this, it's important that the Customer have a valid e-mail address along with access to the internet.

Survey feedback is a key measurement in determining whether CBORD Technical Support is providing effective service to the Customer and in identifying strengths as well as tracking areas for improvement. The goal is to ensure that Customers get the support they require to use the CBORD applications effectively in their daily operations.

Surveys are voluntary and Customers are encouraged to complete the survey in order to provide feedback on support activity. CBORD Technical Support management will follow up on any area where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

## Appendix A: Definitions

<b>Application Expert</b>	A trained user at the Customer site who has multiple years of experience using the CBORD product. Will be responsible for training of new users for the Customer as well as participating in such tasks as upgrade planning. Typically the primary point of contact for the CBORD product at the Customer site.
<b>Case</b>	Constitutes a complete and formal record of a Customer issue, and CBORD Technical Support's response and action in resolving the issue.
<b>Case-Tracking System</b>	Used by CBORD Technical Support for managing all aspects of Customer interaction, allowing users to create and manage cases, set priorities, route cases, verify contracts, review case histories, and manage configurations,
<b>CBORD Customer Portal</b>	The web-based interface available to Customers and service partners which allows the creation, update, tracking, and closure of cases via the CBORD Internet site.
<b>Escalation Support</b>	Assistance provided beyond the Support Technician, e.g., Senior Support Technicians and other groups within CBORD such as Development. Issues that are beyond the scope of CBORD Technical Support, or found to be related to software defects, are normally escalated here.
<b>Off-Hours</b>	Time outside of regular CBORD business hours of 7 AM to 7 PM Eastern Time, Monday through Friday. Also the time when CBORD offices are closed due to the following U.S. holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day following, and Christmas and Christmas Eve.
<b>Resolution Time</b>	The time it takes to resolve an issue. Expected resolution time is different for each situation or issue and cannot be determined until the Support Technician has evaluated the problem and is able to determine the appropriate priority assignment.
<b>Response Time</b>	The time that it takes the Support Technician to contact the Customer after a case is created in CBORD's case-tracking system.
<b>Support Technician</b>	The member of CBORD Technical Support responsible for resolving the Customer issue. The Support Technician will document the support request, gather pertinent information, attempt first-call resolution, and escalate the request, if necessary.
<b>System Administrator</b>	A trained user at the Customer site responsible for installing, supporting, and maintaining the hardware and software infrastructure on which the CBORD products are installed. Responsibilities include, but are not limited to, such activities as user access and system maintenance, application of patches and hot fixes, data backup policies and procedures, and so on.
<b>Trained User</b>	A system user who has completed CBORD training and is familiar with the CBORD application and associated reference material.

## Appendix B: Quick Reference

Contact Information – For All Support Teams:

**Phone: 1-844-GO CBORD (1-844-462-2673)**

**CBORD Customer Portal on the Internet: <http://esupport.cbord.com>**

Support is available 24 hours a day, 7 days a week. Telephone support is the recommended way to get the quickest response especially for urgent issues. Cases submitted via the CBORD Customer Portal will have a response from a Support Technician within 1 business hour, 7 AM to 7 PM Eastern Time, Monday through Friday.

Information needed when calling:

- Your site and contact information.
- The name and version of the CBORD application.
- Description of the issue including expected results, error messages, and actions tried (if any).

Support cases may be created using the CBORD Customer Portal on the CBORD corporate website.

To obtain a CBORD user ID and password, go to <https://www.cbord.com/login/>.

Once you have an ID and password, access the Customer Portal at <http://esupport.cbord.com/>.

Enter the ID and password to log in, then select Support Center on the left side of the screen. Options include:

- Create Cases.
- Close Cases.
- Query Cases.
- Add Case Notes.
- Add Attachments to Open Cases
- Schedule an Appointment for a Support Session

If you are dissatisfied or concerned about a case's progress, you can escalate the issue to a Support Manager when calling in on the support line. If a Support Manager is not immediately available, the call will be escalated to the Support Manager on Duty.

If the issue is still not resolved, further escalation can be made to:

- Technical Support Senior Manager, Operations
- Director of Technical Support

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## Appendix C: Document Change History

Version	Comments
Revision 1, July 2009	Initial Release of Document
Revision 2, March 2010	3.1 - Revised Priority 1 and CBORD Customer Portal response time 3.2 - Clarified priorities for tray ticket printing 4 - Added verbiage on CBORD Technical Support billable services 6 - Updated Webex remote access 7 - Added verbiage on "obsoleted" Operating Systems
Revision 3, Sept 2010	2.4 and Appendix B – Attachments can now be added to cases via the CBORD Customer Portal on the CBORD corporate website 2.5 – Minor formatting changes to emphasize using phone for reporting urgent support issues 4.7 – Clarified language under Install Assistance to include Server Swaps 5 – Added section on Security and Passwords
Revision 4, Aug 2012	2.5 and Appendix B – Updates to contacting CBORD Support 3.2 – Updates to priority classification Section 4 – Clarification of in-scope and out-of-scope (or billable) support services
Revision 5, Dec 2012	New CBORD Logo, Formatting
Revision 6, June 2013	7 – Added verbiage on CBORD control of Remote access to customer locations by CBORD employees only 10 – Valid e-mail address and Internet access required to complete a CBORD Support Customer Survey
Revision 7, May 2015	1 – Statement added on CBORD Technical Support's core beliefs in service to our Customers 2.5 and Appendix B – New Phone contact information for CBORD Support 2.7 – Added information on CBORD's Knowledge Base Articles 2.8 – Added information on scheduled appointments 2.11 – Verbiage modified for enhancement requests to CBORD Development 3.2 – Added Priority 1 and 2 reasons for security-related issues 4 – Added that billable services available from CBORD Managed Services and Implementation 4.1 – On Hardware Maintenance, support only available on hardware purchased from or through CBORD 4.7 – Added ID Card Production System Installs and Upgrades 7 – Added statement that CBORD will not provide any employee personal information if needed to set up remote access



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Revision 8, August 2016	<p>New CBORD Address - 950 Danby Road, Suite 100C, Ithaca, NY 14850</p> <p>Food Management Systems Support is now Food and Nutrition Solutions Support</p> <p>MICROS is now Oracle Hospitality.</p> <p>2.4, 2.5, 2.9, Appendix B – Note on scheduling appointments via the CBORD eSupport portal.</p> <p>2.8 – Customer can identify a time “when not to be called” on a call back.</p> <p>2.11 – Clarified that a case escalation will involve a “senior-level” Support Technician (instead of only a Senior Support Technician). CBORD has technician levels beyond the Senior role.</p> <p>2.12 – Clarified case resolution for product enhancement requests.</p> <p>3.2 – Priority modifications:</p> <ul style="list-style-type: none"> <li>- Priority 1 for same and next day printing of multiple patients; otherwise priority 2.</li> <li>- Credit Card Process clarification for Priority 1 and 2.</li> <li>- Register down clarification for Priority 1 and 2.</li> <li>- Priority 3 Test System issue Clarification.</li> <li>- Priority 5 Scheduling additions.</li> </ul> <p>3.2, 4.3, 4.9, 7 – Bomgar is now the preferred remote access for CBORD Technical Support replacing Webex.</p> <p>3.3 – Additions to suspension of resolution time (due to outside factors).</p> <p>4, 4.4, 4.5, 4.6, 4.7, 4.8 – Includes additional notes on CBORD’s Hosted Products as indicated.</p> <p>4.1 – Oracle Database on Microsoft Windows platform only.</p> <p>4.5 – CBORD’s Managed Services offers billable remote database administration services.</p> <p>4.7 – Major Version and ID Card Production upgrades may require CBORD’s Implementation Services (billable).</p> <p>4.7 – Off-hours Upgrades available through CBORD’s Managed Services offers (billable).</p>
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**ATTACHMENT XI**

CBORD Return Policy

Hardware purchased from CBORD may be returned for credit providing the following requirements are met:

1. A Return Material Authorization (RMA) Number must be obtained from CBORD within 30 days of either the receipt of the product, or completion of an installation by CBORD personnel, whichever is latest.
2. An RMA is valid for 30 days after issuance.
3. For full credit (minus restocking fees), hardware must be in new condition.
4. For full credit (minus restocking fees), hardware must be returned in the original, unmarked carton with the packing materials, and must include instruction manuals, discs, and accessories that were included in the original shipment.
5. *Please note: (a) Oracle MICROS hardware and software is non-returnable. (b) Annual fees for Oracle MICROS hardware are required for maintenance. If no hardware maintenance is chosen, Oracle prohibits time and material service for hardware. Oracle offers a 'return to support' program at additional costs for any qualifying hardware not on maintenance. Please contact your account representative for additional information.*

If upon receipt CBORD determines the hardware was defective, full credit shall be applied and no restocking fee shall be charged. CBORD will not credit the original shipping cost or the return shipping costs.

A restocking fee of 30% of the net cost will be applied.

All returns for CREDIT require a RMA issued by CBORD's Order Desk Department. The Return Material Authorization Number must be indicated on the shipping label. Inbound shipping

**For Ithaca, NY Returns:**

**RMA#**

**The CBORD Group, Inc.  
950 Danby Road, Suite 100C  
Ithaca, NY 14850**

**For Cypress, CA Returns:**

**RMA#**

**The CBORD Group, Inc.  
6330 Gateway Drive, Suite A  
Cypress, CA 90630**

**HARDWARE RETURNED FOR REPAIR**

If you have a CBORD product that requires repair, please contact your support team for a RAN (Repair Authorization Number).

**SOFTWARE**

A request for return will only be considered after the minimum term of 1 year.

**CONTACTS**

For an RMA or a request to return software please contact the Order Desk at:  
844.GO.CBORD or [salesorders@cbord.com](mailto:salesorders@cbord.com).

For Technical support or a RAN please contact your support team at:

Tel: 844.GO.CBORD, or E-Support Via the internet: <https://esupport.cbord.com>





# Monterey County

Item No.20

## Board Report

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

Legistar File Number: RES 21-191

November 16, 2021

Introduced: 10/20/2021

Current Status: Natividad Medical Center -  
Consent

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Amend Natividad (Unit 9600) FY 2021-22 Adopted Budget to add 4.0 FTE Psychiatric Social Worker II positions and a 1.0 FTE Social Work Supervisor II position, as indicated in the attached resolution;
- b. Direct the County Administrative Office to incorporate position changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget; and
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

### **..Report**

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Amend Natividad (Unit 9600) FY 2021-22 Adopted Budget to add 4.0 FTE Psychiatric Social Worker II positions and a 1.0 FTE Social Work Supervisor II position, as indicated in the attached resolution;
- b. Direct the County Administrative Office to incorporate position changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget; and
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

#### SUMMARY:

Natividad recommends the addition of four (4) full-time Psychiatric Social Worker II positions and one (1) full-time Social Worker Supervisor II currently providing services in the hospital's Mental Health Unit. This recommendation allows Natividad to provide continuity of care and consistency in practice to patients by assigning the hospital with full oversight and management of these services being provided to its mental health patients.

#### DISCUSSION:

Natividad Medical Center entered into a Professional and Call Coverage Services Agreement with CEP America-Psychiatry, PC, a California professional corporation dba Vituity, to provide psychiatry services at NMC for the period of June 1, 2021 to May 31, 2024. Through this agreement, Vituity, a comprehensive acute care psychiatric provider group, will provide 24/7 dedicated physician staffing and leadership for the hospital's Mental Health Unit and tele-psychiatry services, oversight and medical direction of the unit, and consult liaison services for medical and surgical inpatients.

Natividad recommends the addition of four (4) full-time Psychiatric Social Worker II positions and one (1) full-time Social Work Supervisor II position to continue providing services in the hospital's Mental Health Unit. This recommendation allows Natividad to provide continuity of care and consistency in practice to patients by assigning the hospital with full oversight and management of these services being provided to its mental health patients.

Approval of the recommended actions in this report will direct the continued execution of a staff transition plan and facilitate the continuous provision of patient care without disruption to patients.

For these reasons, it is recommended that your Board approve these actions.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office, County Counsel, and Human Resources have reviewed the recommendation.

FINANCING:

The five (5) positions have an annualized cost of \$452,717.

There is an annualized cost savings of \$47,283 as a result of these actions for Natividad Medical Center (Unit 9600) FY 2021-22 Adopted Budget as Natividad currently pays approximately \$500,000 to Health Department for similar services provided to the Mental Health Unit. There is no impact to the General Fund resulting from the approval of the recommended actions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Board of Supervisors' Strategic Initiatives by providing consistent, high-quality patient care through County & hospital supported programs, and promoting access to equitable services to improve the mental health of patients in the community.

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

Prepared by:

Jennifer Lusk, Senior Personnel Analyst, (831) 783-2764

Approved by:

Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701

Dr. Charles R. Harris, Interim Hospital Chief Executive Officer, (831) 783-2553

Attachment:

Resolution





# Monterey County

Item No.

## Board Report

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

Legistar File Number: RES 21-191

November 16, 2021

Introduced: 10/20/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Amend Natividad (Unit 9600) FY 2021-22 Adopted Budget to add 4.0 FTE Psychiatric Social Worker II positions and a 1.0 FTE Social Work Supervisor II position, as indicated in the attached resolution;
- b. Direct the County Administrative Office to incorporate position changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget; and
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

### **..Report**

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Amend Natividad (Unit 9600) FY 2021-22 Adopted Budget to add 4.0 FTE Psychiatric Social Worker II positions and a 1.0 FTE Social Work Supervisor II position, as indicated in the attached resolution;
- b. Direct the County Administrative Office to incorporate position changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget; and
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

#### SUMMARY:

Natividad recommends the addition of four (4) full-time Psychiatric Social Worker II positions and one (1) full-time Social Worker Supervisor II currently providing services in the hospital's Mental Health Unit. This recommendation allows Natividad to provide continuity of care and consistency in practice to patients by assigning the hospital with full oversight and management of these services being provided to its mental health patients.

#### DISCUSSION:

Natividad Medical Center entered into a Professional and Call Coverage Services Agreement with CEP America-Psychiatry, PC, a California professional corporation dba Vituity, to provide psychiatry services at NMC for the period of June 1, 2021 to May 31, 2024. Through this agreement, Vituity, a comprehensive acute care psychiatric provider group, will provide 24/7 dedicated physician staffing and leadership for the hospital's Mental Health Unit and tele-psychiatry services, oversight and medical direction of the unit, and consult liaison services for medical and surgical inpatients.



Natividad recommends the addition of four (4) full-time Psychiatric Social Worker II positions and one (1) full-time Social Work Supervisor II position to continue providing services in the hospital's Mental Health Unit. This recommendation allows Natividad to provide continuity of care and consistency in practice to patients by assigning the hospital with full oversight and management of these services being provided to its mental health patients.

Approval of the recommended actions in this report will direct the continued execution of a staff transition plan and facilitate the continuous provision of patient care without disruption to patients.

For these reasons, it is recommended that your Board approve these actions.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office, County Counsel, and Human Resources have reviewed the recommendation.

FINANCING:

The five (5) positions have an annualized cost of \$452,717.

There is an annualized cost savings of \$47,283 as a result of these actions for Natividad Medical Center (Unit 9600) FY 2021-22 Adopted Budget as Natividad currently pays approximately \$500,000 to Health Department for similar services provided to the Mental Health Unit. There is no impact to the General Fund resulting from the approval of the recommended actions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Board of Supervisors' Strategic Initiatives by providing consistent, high-quality patient care through County & hospital supported programs, and promoting access to equitable services to improve the mental health of patients in the community.

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

Prepared by:  
Jennifer Lusk, Senior Personnel Analyst, (831) 783-2764

Approved by:  
Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701  
Dr. Charles R. Harris, Interim Hospital Chief Executive Officer, (831) 783-2553

Attachment:  
Resolution

Dr. Charles R. Harris  
Dr. Charles R. Harris, Interim Chief Executive Officer

11/8/21  
Date

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

Resolution No.: )

Adopt a Resolution to: )

- a) Amend Natividad (Unit 9600) FY 2021-22 Adopted Budget to add 4.0 FTE Psychiatric Social Worker II positions and a 1.0 FTE Social Work Supervisor II position, as indicated below; )
- b) Direct the County Administrative Office to incorporate position changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget; and )
- c) Direct the Monterey County Human Resources Department to implement the changes in the Advantage HRM System. )

WHEREAS, Natividad is transitioning the physician staffing and leadership for the hospital's Mental Health Unit and requires dedicated Natividad staff to support the provider group; and

WHEREAS, Natividad recommends the addition of staff and a supervisory position to execute the staff transition plan and facilitate the continuous provision of patient care without disruption to patients;

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

- a) Amends Natividad (Unit 9600) FY 2021-22 Adopted Budget to add 4.0 FTE Psychiatric Social Worker II positions and a 1.0 FTE Social Work Supervisor II position, as indicated below;

Position Title	Department	Class Code	Budget/ Department Unit	Position Number	Beginning FTE by Title	Position Increase/ (Decrease)	Revised Total FTE by Title
Psychiatric Social Worker II	9600	60B21	8305	0003	2.00	1.00	3.00
Psychiatric Social Worker II	9600	60B21	8305	0004	3.00	1.00	4.00
Psychiatric Social Worker II	9600	60B21	8305	0005	4.00	1.00	5.00
Psychiatric Social Worker II	9600	60B21	8305	0006	5.00	1.00	6.00
Social Work Supervisor II	9600	60C81	8305	0002	1.00	1.00	2.00

- b) Directs the County Administrative Office to incorporate position changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget; and
- c) Directs the Monterey County Human Resources Department to implement the changes in the Advantage HRM System.

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

AYES:  
NOES:

ABSENT:

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

Dated:

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

By \_\_\_\_\_  
, Deputy



# Monterey County

## Item No.21

### Board Report

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

Legistar File Number: A 21-525

November 16, 2021

Introduced: 10/27/2021

Current Status: Natividad Medical Center -  
Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute funding of the Memorandum of Understanding (MOU) with Community Homeless Solutions ("CHS"), a California corporation, for assisting in meeting the direct costs of a Medical Respite Program ("MRP") for homeless persons in Monterey County, retroactive to July 1, 2021 through June 30, 2022, for a total MOU amount not to exceed \$115,000.

#### **RECOMMENDATION:**

##### **It is recommended the Board of Supervisors:**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute funding of the Memorandum of Understanding (MOU) with Community Homeless Solutions ("CHS"), a California corporation, for assisting in meeting the direct costs of a Medical Respite Program ("MRP") for homeless persons in Monterey County, retroactive to July 1, 2021 through June 30, 2022, for a total MOU amount not to exceed \$115,000.

#### **SUMMARY/DISCUSSION:**

In 2013, the hospitals of Monterey County convened and collaborated with the Hospital Council of Northern and Central California to search for a solution to meet the needs of the homeless population as they are discharged from hospital stays. All hospitals have struggled with increasing readmissions that require a solution that supports timely, post-acute safe discharges for these members of the county homeless population. Historically, there are a limited number of safe discharge options for homeless individuals and hospitals often rely on motels, board and care facilities, Skilled Nursing Facilities ("SNFs") or extended inpatient stays.

On April 19, 2016, the Monterey County Board of Supervisors approved a Resolution authorizing Natividad Medical Center to contribute to the development of a Respite Program for the homeless via a funding agreement with an initial contribution of \$105,000. The respite facility is a collaboration among Community Hospital of the Monterey Peninsula, Salinas Valley Memorial Hospital and Natividad Medical Center, and Community Homeless Solutions.

On October 10, 2017, the Monterey County Board of Supervisors approved a Resolution authorizing Natividad Medical Center to contribute to the development of a Respite Program for the homeless via funding agreement with an additional contribution of \$93,500. In July 2019, the Board of Supervisors

approved an additional three years ending June 30, 2021 and adding \$300,000 for a revised total agreement amount not to exceed \$498,500.

Earlier this year, the Healthcare Foundation of Northern and Central California requested that Natividad, Salinas Valley Memorial Hospital and the Community Hospital of the Monterey Peninsula work directly with the Community Homeless Solutions to replace the agreement/amendments that expired June 30, 2021. This request for an agreement with CHS for \$115,000 for fiscal year 21-22 will continue this critical service to the homeless population. Continued availability of the medical respite program will enable hospitals to continue to implement discharge plans for clinically appropriate homeless patients that better manage hospital utilization. Homeless patients who receive post discharge care at the respite experience reduced re-hospitalizations and emergency department visits.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this MOU as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The MOU has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on October 8, 2021

**FINANCING:**

This action does not impact the General Fund contribution as the changes will be contained within the approved Natividad Medical Center's Adopted FY21-22 budget, and future costs will be included in future budgets respectively.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement allows for the much-needed continued monetary support to ensure the Respite program is successful. The program provides primary and behavioral healthcare to the homeless and helps break the cycle of homelessness by working with the client to create connections to family and friends, and offers assistance with benefit enrollment, transitional or permanent housing, and job training.

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

Prepared by: Daniel Leon, Chief Financial Officer, 783-2561

Approved by: Charles R. Harris, Interim Chief Executive Officer, 783-2504

Attachments:

Memorandum of Understanding for the Medical Respite Program

Attachments on file with the Clerk of the Board





# Monterey County

Item No.

## Board Report

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

Legistar File Number: A 21-525

November 16, 2021

Introduced: 10/27/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute funding of the Memorandum of Understanding (MOU) with Community Homeless Solutions ("CHS"), a California corporation, for assisting in meeting the direct costs of a Medical Respite Program ("MRP") for homeless persons in Monterey County, retroactive to July 1, 2021 through June 30, 2022, for a total MOU amount not to exceed \$115,000.

### **RECOMMENDATION:**

#### **It is recommended the Board of Supervisors:**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute funding of the Memorandum of Understanding (MOU) with Community Homeless Solutions ("CHS"), a California corporation, for assisting in meeting the direct costs of a Medical Respite Program ("MRP") for homeless persons in Monterey County, retroactive to July 1, 2021 through June 30, 2022, for a total MOU amount not to exceed \$115,000.

### **SUMMARY/DISCUSSION:**

In 2013, the hospitals of Monterey County convened and collaborated with the Hospital Council of Northern and Central California to search for a solution to meet the needs of the homeless population as they are discharged from hospital stays. All hospitals have struggled with increasing readmissions that require a solution that supports timely, post-acute safe discharges for these members of the county homeless population. Historically, there are a limited number of safe discharge options for homeless individuals and hospitals often rely on motels, board and care facilities, Skilled Nursing Facilities ("SNFs") or extended inpatient stays.

On April 19, 2016, the Monterey County Board of Supervisors approved a Resolution authorizing Natividad Medical Center to contribute to the development of a Respite Program for the homeless via a funding agreement with an initial contribution of \$105,000. The respite facility is a collaboration among Community Hospital of the Monterey Peninsula, Salinas Valley Memorial Hospital and Natividad Medical Center, and Community Homeless Solutions.

On October 10, 2017, the Monterey County Board of Supervisors approved a Resolution authorizing Natividad Medical Center to contribute to the development of a Respite Program for the homeless via funding agreement with an additional contribution of \$93,500. In July 2019, the Board of Supervisors approved an additional three years ending June 30, 2021 and adding \$300,000 for a revised total

agreement amount not to exceed \$498,500.

Earlier this year, the Healthcare Foundation of Northern and Central California requested that Natividad, Salinas Valley Memorial Hospital and the Community Hospital of the Monterey Peninsula work directly with the Community Homeless Solutions to replace the agreement/amendments that expired June 30, 2021. This request for an agreement with CHS for \$115,000 for fiscal year 21-22 will continue this critical service to the homeless population. Continued availability of the medical respite program will enable hospitals to continue to implement discharge plans for clinically appropriate homeless patients that better manage hospital utilization. Homeless patients who receive post discharge care at the respite experience reduced re-hospitalizations and emergency department visits.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this MOU as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The MOU has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on October 8, 2021

**FINANCING:**

This action does not impact the General Fund contribution as the changes will be contained within the approved Natividad Medical Center's Adopted FY21-22 budget, and future costs will be included in future budgets respectively.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement allows for the much-needed continued monetary support to ensure the Respite program is successful. The program provides primary and behavioral healthcare to the homeless and helps break the cycle of homelessness by working with the client to create connections to family and friends, and offers assistance with benefit enrollment, transitional or permanent housing, and job training.

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

Prepared by: Daniel Leon, Chief Financial Officer, 783-2561

Approved by: Charles R. Harris, Interim Chief Executive Officer, 783-2504

Attachments:

Memorandum of Understanding for the Medical Respite Program

Attachments on file with the Clerk of the Board

Dr. Charles R. Harris  
Dr. Charles R. Harris, Interim Chief Executive Officer

11/8/21  
Date



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Participation in**  
**Medical Respite Program**  
**Natividad Medical Center (NMC)**  
**July 1, 2021 thru June 30, 2022**

This Memorandum of Understanding (MOU) outlines the provision of funds by the County of Monterey, on behalf of Natividad Medical Center ("NMC"), for assisting in meeting the direct costs of a Medical Respite Program operated by Community Homeless Solution (CHS).

**I. PARTIES TO THE AGREEMENT**

**Service Provider**

CHS

**Provider**

**Amount**

NMC	\$115,000 Per Year	
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**II. SCOPE OF SERVICES**

Funds will pay primarily for facility operating expenses, 24 x 7 staff coverage, care coordination and support services provided by the program, overnight and administrative costs to support the program. See Scope of Services (**Exhibit A**).

CHS will reserve two (2) respite care beds for NMC to utilize for homeless patients discharged from NMC and requiring additional recuperative care.

**III. TERM AND TERMINATION**

This funding arrangement begins July 1, 2021 and ends June 30, 2022, unless otherwise terminated or modified by NMC.

**IV. COLLECTION OF FUNDS**

- a. CHS will generate an initial invoice quarterly, with the first invoice 30 days after this MOU has been fully executed, and subsequent invoice at the beginning of each quarter.
- b. CHS will provide with each quarterly invoice a statement of operating costs for the same period.

**V. REMAINING FUNDS**

If the Medical Respite Program should close for unforeseen circumstances, all outstanding expenses will be paid within 30 days, and any remaining hospital funds will be returned within 30 days. A full disclosure of expenses will be provided to each hospital partner.

**VI. ELIGIBILITY CRITERIA**

**Memorandum of Understanding  
CHS and NMC**

NMC's patients available to be transferred to CHS must meet CHS/CCCR eligibility criteria in accordance to **Exhibit B**.

**VII. COMMUNICATION OR CONTACT**

**COMMUNITY HOMELESS SOLUTIONS:**

Name: Eric Johnsen, Interim Executive Director  
Email: [ejohnsen@communityhomelessolutions.org](mailto:ejohnsen@communityhomelessolutions.org)  
Phone: 831.384.3388

**COUNTY OF MONTEREY, on behalf of  
NATIVIDAD MEDICAL CENTER:**

Name: Daniel Leon, CFO  
Email: [LeonD@natividad.com](mailto:LeonD@natividad.com)  
Phone: 831-783-2551

**Approved and Accepted by:**

**COMMUNITY HOMELESS SOLUTIONS:**

By: Eric Johnsen

Title: Interim Executive Director

Signature: 

Date: 10-7-21

**COUNTY OF MONTEREY, on behalf of  
NATIVIDAD MEDICAL CENTER:**

By: Charles R. Harris, M.D.

Title: Interim CEO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed and approved as to form.



Chief Deputy County Counsel  
October 27, 2021

Reviewed and approved for Fiscal Terms

10/27/2021



Chief-Deputy Auditor-Controller



**Memorandum of Understanding  
CHS and NMC**

**Central Coast Respite Care (CCRC)  
2021-22**

**Scope of Services  
Exhibit A**

The Central Coast Respite Care (CCRC) provides beds for homeless patients being discharged from the inpatient setting at participating hospitals in Monterey County. These beds will be located in a local shelter in Seaside, CA and offer the patient a clean, safe location for recuperating from their hospitalization. The program will serve homeless adults who are in need of short-term recuperative care, and are medically stable, independent in activities of daily living, and able to care for themselves.

The program will assist clients in accessing primary care and specialists as needed, including referral to mental health and substance abuse services. The program will also assist clients in accessing health and social services benefits, such as Medi-Cal, SSI, and General Assistance, and housing services.

The CCRC will be a public/private program between CHS, Community Hospital of the Monterey Peninsula, Salinas Valley Memorial Healthcare System, Natividad Medical Center and Central Coast Alliance for Health (CCAH). A new pilot program will augment the existing program with licensed medical provider support, and services in partnership with CCAH will be incorporated into the program.

The CHS facility in Seaside, CA will house up to six respite clients. CHS will provide:

- 24/7 on-site shelter staffing, security, facility management/maintenance and food.
- Case management to connect patients with needed health benefits, and medical, social, behavioral health, employment and housing services.
- Transportation services to/from primary care and specialist appointments.
- Referrals 7 days a week within the established business hours.

Additionally, with the medical model of the respite program with CCAH, the following additional services will be provided to respite clients:

- Daily Wellness Checks. These will include vital signs, acute symptoms, as well as physical/behavioral health and substance use components. RN will work in collaboration with MD to regularly reassess and monitor participants' health to ascertain progress and discharge coordination.
- Baseline health assessments at entry.
- Patient education.
- Medication reconciliation and coordination with discharging physicians, respite care medical directors and client PCPs.
- Individualized patient action goal plans/ Summary of Care Plan – Plan to be developed between RN and participant to set health goals as well as care coordination.
- Housing plan for transition into permanent supportive housing options.

## **Memorandum of Understanding CHS and NMC**

Hospital will be responsible for assessing the appropriateness of referrals in accordance with pre-established CCRC admission criteria and contacting CHS to expedite referral of client. Hospital will provide CHS with the patient information necessary to provide care and coordinate services (such as information about scheduled follow-up medical appointments and medications).

Hospital will share “house rules” and expectations for participation with the patient. Hospital will provide transportation to the medical respite at the agreed upon time, along with necessary paperwork, discharge instructions and needed medical supplies.

Hospital will make arrangements for home health agency services with a California-licensed home health agency on a case-by-case basis, as determined by the patient’s medical needs at discharge from the acute inpatient setting, recognizing that daily RN/LVN oversight will be provided on site.

Hospital Council will coordinate with hospital and CHS executives on an as-needed basis to monitor program goals and outcomes, address operational concerns, and facilitate discussions among hospitals, CHS, and other agencies as appropriate. Hospital will assign a primary contact for programmatic and operational issues.



**Memorandum of Understanding  
CHS and NMC**

**Central Coast Respite Care (CCRC)  
2021-22  
CCRC Eligibility Criteria Comparison  
Exhibit B**



**CCRC Eligibility Criteria Comparison**

CCRC
<b>Age</b> – Must be 18 years of age or older. Gender specific rooms will be assigned.
<b>Medical Need</b> – Must be medically stable and have a demonstrable medical need for respite care (less than 6 weeks) and no other reasonable option. Must also have a diagnosed clinical condition with an identifiable end point of care for discharge.
<b>Home Health Staff</b> – If applicable must be willing to see the assigned Home Health Care agency nurse every weekday and comply with medical recommendations.

<b>Homeless</b> – Must qualify as a homeless individual by the HUD definition, specifically lacking a stable living arrangement or permanent housing to support recovery. A homeless person is an individual without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-permanent situation.
<b>Independent in Activities of Daily Living Skills</b> – Must be able to provide his or her own care (bathing, dressing, feeding, personal hygiene and grooming, transferring in and out of bed and toileting).
<b>Mobile</b> – Must be able to walk or be mobile with the use of crutches, walker or a wheelchair in order to transfer in and out of bed, use the restroom and shower, eat meals in the dining area, & be transported to/from medical appointments.

## Memorandum of Understanding CHS and NMC

**Continent** – A clean shelter is vital so clients must be both bladder and bowel continent. Participants with foley catheters or other medical devices will be considered on a case-by-case basis if they can self-manage the device or can be taught to self-manage the device.

**Medical Treatment Plan Goals** – Must be willing to work on medical treatment plan goals. Participants must have the ability to be taught and trained in self-care management to be considered for entrance into the program.

**COVID** - Cannot be actively contagious with COVID virus or other contagious condition that brings a threat of exposure and potential harm to others. Applicants showing symptoms of COVID will be sent to the local ER for testing and treatment, and may not be released to the Center until the quarantine period is complete and negative test results have been achieved and provided.

**Psychologically Stable** – Must be alert, oriented and mentally competent. Those with psychiatric conditions must be stable and willing to stay on medications while in the respite program.

## Memorandum of Understanding

### CHS and NMC

**Clean and Sober** – Must have been clean and sober for at least 72 hours and must remain free of alcohol and drugs while in the program. Prospective participants may be part of a recovery program and must agree to continue with the program during their stay.

**Behavior Appropriate for Group Setting** – Must be able to cooperate and interact in a positive manner with staff and other clients in a group setting.

**No Pets** – Pets are not allowed at the respite facility.

#### **Exclusionary Criteria:**

- Known history of conviction for sexual offense, child molestation, arson or assault
- Individuals with unstable medical or psychiatric conditions that require an inpatient level of care
- Individuals with a known history of substance abuse that require IV treatment
- Active substance abusers unable or unwilling to abstain

#### **Common Presenting Conditions:**

- Injury/Fractures
- Diseases of the skin/subcutaneous tissue
- Diseases of the Respiratory System, Circulatory System, and Digestive System
- Endocrine, Nutritional and Metabolic Diseases, and Immunity Disorders
- Amputations/ Wound Care/ Wound Vac
- Acute Organ Failure
- Diabetes Management
- Cancer Recovery



# Monterey County

## Item No.22

### Board Report

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

Legistar File Number: A 21-536

November 16, 2021

**Introduced:** 11/2/2021

**Current Status:** Natividad Medical Center -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 2 to the agreement (A-13152) with Stericycle Inc. for hazardous waste disposal services, extending the agreement an additional ten (10) month period (retroactively from July 1, 2021 through April 31, 2022) for a revised full agreement term of July 1, 2016 through April 31, 2022, and adding \$125,000 for a revised total agreement amount not to exceed \$1,205,000.

#### **RECOMMENDATION:**

##### **It is recommended the Board of Supervisors:**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 2 to the agreement (A-13152) with Stericycle Inc. for hazardous waste disposal services, extending the agreement an additional ten (10) month period (retroactively from July 1, 2021 through April 31, 2022) for a revised full agreement term of July 1, 2016 through April 31, 2022, and adding \$125,000 for a revised total agreement amount not to exceed \$1,205,000.

#### **SUMMARY/DISCUSSION:**

Stericycle provides regulated medical waste services for Natividad under this agreement. As medical procedures are performed throughout the facility, waste is generated and separated into several different types of waste streams. The types of waste streams generated under this banner are: red bag (blood or blood product), sharps waste (scalpel blades, broken glass vials, needles, syringes), pathological waste, trace chemotherapy, bulk chemotherapy, pharmaceutical waste, and RCRA (Resource Conservation and Recovery Act) hazardous medical waste. On average, Natividad generates 18,000 pounds of the waste mentioned above, per month, more so in recent years. There are numerous regulatory requirements surrounding waste removal and State regulations require medical waste removal to be done only by a licensed hauler, which Stericycle is.

This Agreement's services include:

- Bio Hazardous Waste: transportation and processing according to waste stream. Either

sterilize and dispose or incinerate waste

- Pathological Waste
- Sharps Management Program
- Resource Conservation and Recovery Act (RCRA) Hazardous Pharmaceutical Waste
- Universal (Pharmaceutical) Waste

Natividad made efforts months before expiration to amend to extend the term, however, Stericycle asked to deviate away from this agreement, requesting to move forward to provide services under the Vizient GPO contract instead. Since some negotiating would have been required proceeding under Vizient, both parties agreed to renew and amend the existing agreement for a while to allow more time to explore the Vizient contract as a possibility.

#### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel reviewed and approved this renewal and amendment No. 2 as to form, and the Auditor-Controller reviewed and approved as to payment provisions. The renewal and amendment No. 2 was reviewed and approved by NMC's Finance Committee and Board of Trustees on November 12, 2021.

#### **FINANCING:**

The cost for this renewal and amendment No. 2 is \$125,000 which is included in the Fiscal Year 2021-22 Adopted Budget.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this agreement ensure Natividad stays compliant with regulatory requirements. Proper medical waste management keeps things safe and sanitary throughout the hospital and the environment.

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

Prepared by: Marcel Smith, Environmental Services Director, 783-2654

Approved by: Charles R. Harris, Interim Chief Executive Officer, 783-2504

Attachments:

Stericycle Inc. Renewal and Amendment 2

Stericycle Inc. Renewal and Amendment 1

Stericycle Inc. Agreement

Attachments on file with the Clerk of the Board



# Monterey County

Item No.

## Board Report

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

Legistar File Number: A 21-536

November 16, 2021

Introduced: 11/2/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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### **RECOMMENDATION:**

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This Agreement's services include:

- Bio Hazardous Waste: transportation and processing according to waste stream. Either sterilize and dispose or incinerate waste



- Pathological Waste
- Sharps Management Program
- Resource Conservation and Recovery Act (RCRA) Hazardous Pharmaceutical Waste
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Natividad made efforts months before expiration to amend to extend the term, however, Stericycle asked to deviate away from this agreement, requesting to move forward to provide services under the Vizient GPO contract instead. Since some negotiating would have been required proceeding under Vizient, both parties agreed to renew and amend the existing agreement for a while to allow more time to explore the Vizient contract as a possibility.

#### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel reviewed and approved this renewal and amendment No. 2 as to form, and the Auditor-Controller reviewed and approved as to payment provisions. The renewal and amendment No. 2 was reviewed and approved by NMC's Finance Committee and Board of Trustees on November 12, 2021.

#### **FINANCING:**

The cost for this renewal and amendment No. 2 is \$125,000 which is included in the Fiscal Year 2021-22 Adopted Budget.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this agreement ensure Natividad stays compliant with regulatory requirements. Proper medical waste management keeps things safe and sanitary throughout the hospital and the environment.

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

Prepared by: Marcel Smith, Environmental Services Director, 783-2654

Approved by: Charles R. Harris, Interim Chief Executive Officer, 783-2504

#### Attachments:

- Stericycle Inc. Renewal and Amendment 2
- Stericycle Inc. Renewal and Amendment 1
- Stericycle Inc. Agreement

Attachments on file with the Clerk of the Board

*Dr. Charles R. Harris*  
\_\_\_\_\_  
Dr. Charles R. Harris, Interim Chief Executive Officer

*11/03/21*  
\_\_\_\_\_  
Date

**RENEWAL AND AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN STERICYCLE INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
HAZARDOUS WASTE DISPOSAL**

This Renewal and Amendment No. 2 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Stericycle Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

**RECITALS**

**WHEREAS**, the County of Monterey on behalf of Natividad Medical Center and Stericycle, Inc. previously entered into an Agreement for Services (hereinafter "Agreement") on July 1, 2016 to provide Hazardous Waste Disposal services to NMC with a three year term and a total Agreement amount not to exceed \$630,000; and

**WHEREAS**, the Parties renewed and amended the Agreement on the same or similar terms, retroactively on July 1, 2019 to extend the term for an additional two (2) year period through June 30, 2021 for a revised full Agreement term of July 1, 2016 through June 30, 2020 to allow for services to continue with changes to the original scope of work, and to increase the amount payable by \$450,000 for a total Agreement amount of \$1,080,000; and

**WHEREAS**, the Agreement expired on June 30, 2021; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to renew the agreement, retroactive to July 1, 2021, and to amend the Agreement to extend the term of the Agreement through April 30, 2022 to allow for services to continue, and to allow a 4% increase on all fees billed under this Agreement, and to add \$125,000 to the Agreement amount for a revised total Agreement amount of \$1,205,000.

**AGREEMENT**

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 3 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:  
**"The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,205,000."**
2. The first sentence of Section 4 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:  
**"The term of this Agreement is from July 1, 2016 through April 30, 2022 unless sooner terminated pursuant to the terms of this Agreement."**

3. The parties agree to a four percent (4%) increase to all billing rates stated in the Agreement and to the amended billing rates stated in Renewal & Amendment No. 1, effective retroactive to July 1, 2021.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1
5. A copy of this Renewal and Amendment No. 2 shall be attached to the Agreement.
6. This Renewal and Amendment No. 2 shall be effective retroactively on July 1, 2021.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and 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.

**COUNTY OF MONTEREY on behalf of**  
**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, Interim CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 11/02/2021

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

Date: 11/2/2021

**CONTRACTOR**

**Stericycle Inc.**

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

**\*\*\*Instructions\*\*\***

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

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

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



## Monterey County Board of Supervisors

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

### Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Jane Parker to:

**Agreement No.: A-13152, Amendment No. 1**

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Renewal and amendment No. 1 to the agreement (A-13152) with Stericycle, Inc. for Hazardous Waste Disposal Services, extending the agreement an additional two (2) year period (retroactive to July 1, 2019 through June 30, 2021) for a revised full agreement term of July 1, 2016 through June 30, 2021 and adding \$450,000 for a revised total agreement amount not to exceed \$1,080,000.

PASSED AND ADOPTED on this 5<sup>th</sup> day of November 2019, by the following vote, to wit:

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

NOES: None

ABSENT: None

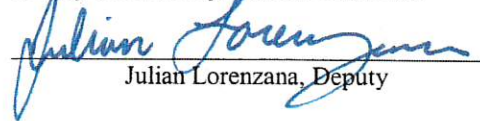
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 5, 2019.

Dated: November 5, 2019

File ID.: A 19-376

Agenda Item No.: 40

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

  
Julian Lorenzana, Deputy

**RENEWAL AND AMENDMENT NO. 1  
TO THE SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
STERICYCLE, INC.  
FOR  
HAZARDOUS WASTE DISPOSAL SERVICES**

This Renewal and Amendment No. 1 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Stericycle, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

**RECITALS**

**WHEREAS**, the County of Monterey on behalf of Natividad Medical Center and Stericycle, Inc. previously entered into an Agreement for Services (hereinafter "Agreement") on July 1, 2016 to provide Hazardous Waste Disposal services to NMC with a three year term and a total Agreement amount not to exceed \$630,000; and

**WHEREAS**, the Agreement expired on June 30, 2019; and

**WHEREAS**, the Parties wish to renew and amend the Agreement on the same or similar terms, retroactively on July 1, 2019 and to extend the term for an additional two (2) year period through June 30, 2021 for a revised full Agreement term of July 1, 2016 through June 30, 2021 to allow for services to continue with changes to the original scope of work and to increase the amount payable by \$450,000 for a total Agreement amount of \$1,080,000.

**AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

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

1. "TERM OF AGREEMENT" Section shall be amended to the following: "The term of this Agreement is from July 1, 2016 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:  
***The total amount payable by NMC to CONTRACTOR shall not exceed the sum of \$1,080,000."***
3. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:

***Exhibit A-1: "Scope of Services/Payment Provisions, Section IV. Pricing/Fees a." shall be amended to Monthly Flat fee \$3,546.40 as per Renewal and amendment No. 1***

***Exhibit A-2: "Scope of Services/Payment Provisions, Section IV. Pricing/Fees a." shall be amended to Monthly Flat fee \$5,933.20 as per Renewal and amendment No. 1***

***Exhibit A-3: "Scope of Services/Payment Provisions, Section IV. Pricing/Fees a." shall be amended to Regulated Medical Waste \$0.27 and Trace Chemotherapy/Pathological Waste \$1.00 as per Renewal and Amendment No. 1***



4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.
5. This Renewal and Amendment is effective retroactively on July 1, 2019.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

**NATIVIDAD MEDICAL CENTER**

By: [Signature]  
Gary R. Gray, DO, CEO

Date: 11/5/19

**APPROVED AS TO LEGAL PROVISIONS**

By: [Signature]  
Monterey County Deputy County Counsel

Date: 10/9/19

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature]  
Monterey County Chief Deputy Auditor-Controller

Date: 10/19

**CONTRACTOR**

**STERICYCLE, INC.**

**CONTRACTOR's Business Name**

**\*\*Signature instructions below\*\***

By: [Signature]  
(Signature of Chair, President, or Vice-President)

William J. Seward EVP & CCO  
Name and Title

Date: 9/30/19

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

Janet Zelenka EVP & CFO  
Name and Title

Date: 9/30/19

**\*\*\*SIGNATURE INSTRUCTIONS\*\***

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)



## Monterey County Board of Supervisors

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

### Board Order

#### Agreement No.: A-13152

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an Agreement with Stericycle, Inc. for Hazardous Waste Disposal Services for an amount not to exceed \$630,000 with an Agreement term of July 1, 2016 through June 30, 2019; and
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to two (2) future amendments, each of which extends the term by one (1) additional year and adds ten percent (10%) (\$63,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 7th day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on June 7, 2016.

Dated: June 8, 2016  
File ID: A 16-118

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**COUNTY OF MONTEREY AGREEMENT FOR GOODS AND/OR SERVICES**  
**INVOLVING HAZARDOUS MATERIALS**

**(Agreements with a total amount over \$100,000 require approval by the County Board of Supervisors)**

This Services Agreement ("Agreement") is made by and between the County of Monterey (hereinafter "the County"), a political subdivision of the State of California, on behalf of Natividad Medical Center (hereinafter "NMC") and:

Stericycle, Inc.

(hereinafter "CONTRACTOR"), collectively referred to as "parties".

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

1. **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 this Agreement. The goods and/or services are generally described as follows:  
Hazardous waste disposal services including Sharps Disposal Management, Pharmaceutical Waste Disposal, and Regulated Medical Waste Disposal.
2. **HAZARDOUS MATERIALS.** CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material. NMC does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by NMC while in transit or storage of services performed for this Agreement.
3. **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 \$ 630,000.
4. **TERM OF AGREEMENT.**
  - 4.01 The term of this Agreement is from July 1, 2016 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last, and CONTRACTOR may not commence work before NMC signs this Agreement.
  - 4.02 NMC reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.
  - 4.03 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
  - 4.04 If NMC exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.



5. **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 A-1: Scope of Services/Payment Provisions for Sharps Disposal Management Services

Exhibit A-2: Scope of Services/Payment Provisions for Pharmaceutical Waste Disposal

Exhibit A-3: Regulated Medical Waste Disposal Scope of Services/Payment Provisions

Exhibit A-4: Stericycle, Inc. Waste Acceptance Policies

6. **PERFORMANCE STANDARDS.**

6.01 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 NMC nor the County of Monterey, or immediate family of an employee of NMC nor the County of Monterey.

6.02 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.

6.03 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. **PAYMENT CONDITIONS.**

7.01 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

7.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

7.03 Invoice amounts shall be billed directly to the ordering department.

7.04 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. 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.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless NMC and the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying

work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the NMC. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9. INSURANCE.

- 9.01 **Coverage Requirements.** Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting requirements herein. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage Requirements set forth herein, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the County and NMC incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of NMC and the County to verify the placement and continued existence of all insurance required herein, or NMC and the County's knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both NMC and CONTRACTOR.
- 9.02 CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:
- 9.02a. "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 11/85 form, or a functional equivalent;
- 9.02b. All such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and
- 9.02c. All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the "County of Monterey, and its agents, officers, and/or employees".
- 9.03 CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** required herein shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that "the County of Monterey and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insureds.
- 9.04 In addition, to the extent that **any primary or excess liability policy** issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).
- 9.05 **General Liability Insurance** written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

- 9.05a. General Aggregate: \$6 million
- 9.05b. Products/Completion Operations Aggregate: \$6 million
- 9.05c. Personal and Advertising Injury: \$5 million
- 9.05d. Each Occurrence: \$5 million

- 9.06 **Pollution Legal Liability Coverage** shall include any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities. Coverage shall be with limits of not less than the following: Each Occurrence:....\$50 million.
- 9.07. **Automobile Liability Coverage** written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) shall include any deductibles or self-insured retentions; endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all Vehicles (any auto). Coverage shall be with limits of not less than the following: Each Accident:....\$10 million.
- 9.08 If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.
- 9.09 **Workers' Compensation and Employers' Liability insurance** providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:
- 9.09a. Each accident: \$1 million
  - 9.09b. Disease - policy limit: \$1 million
  - 9.09c. Disease - each employee: \$1 million
- 9.10 **Blanket Crime Coverage** shall cover losses of service charges received from Customers and held by CONTRACTOR prior to remittance of CONTRACTOR payment obligations therefrom to County, with the County to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected. If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option the County may secure and maintain that insurance at its expense and CONTRACTOR will pay the County reimbursement costs therefore. This remedy is in addition to the County's right to declare a Default and terminate the Agreement. Coverage shall be with limits of not less than the following: Incidents of Employee Theft:....\$25 million.



## 10. RECORDS AND CONFIDENTIALITY.

10.01 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.

10.02 Access to and Audit of Records. The County and 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 and their performance under this Agreement during the term of the Agreement and for a period up to three years after the termination or expiration and final payment under the Agreement. Pursuant to Government Code section 8546.7 or otherwise, this Agreement may be subject, at the request of the County, NMC, or as part of any audit of the County, to an examination and audit pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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. **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 including NMC. No offer or obligation of permanent employment with the County, 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 the the County including NMC harmless from any and all liability which County and NMC may incur because of CONTRACTOR's failure to pay such taxes.

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

**FOR NMC:**

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

**FOR CONTRACTOR:**

Stericycle, Inc.  
ATTN:  
410 Commercial Ave.  
Northbrook, IL 60062  
FAX:  
Phone:  
Email:

**14. MISCELLANEOUS PROVISIONS.**

- 14.01 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.
- 14.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.
- 14.03 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.
- 14.04 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.05 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.
- 14.06 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.
- 14.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

- 14.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California with venue and jurisdiction being the County of Monterey.
- 14.11 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.12 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.
- 14.13 Authority. Any individual executing this Agreement on behalf of NMC 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.
- 14.14 Integration. This Agreement, including the exhibits, represent 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 the CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.15 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.
- 14.16 Severability. If any provision or any portion of any provision of this Agreement becomes invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

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

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_

Deputy Purchasing Agent

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_

Deputy County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

By: \_\_\_\_\_

Chief Deputy Auditor/Controller

Date: \_\_\_\_\_

**CONTRACTOR**

Stericycle, Inc.

Contractor's Business Name\*

By: \_\_\_\_\_

(Signature of Chair, President, or Vice-President)\*

Tamar Rashkow, Major Account Executive  
Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Ron Adams, West Sales Dir.  
Name and Title

Date: \_\_\_\_\_

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

April 8, 2016

Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906

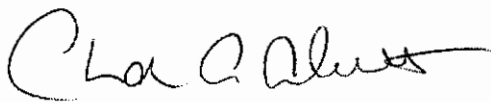
To Whom It May Concern,

This letter is in regards to the agreement between Stericycle Inc. and The County of Monterey on the behalf of Natividad Medical Center dated July 1, 2016.

The following individuals are authorized to sign the aforementioned agreement, a legally binding document, on behalf of Stericycle, Inc.

Tamar Rashkow, Major Account Executive  
Ron Adams, Regional Sales Director

Sincerely,



Charles A. Alutto  
President and CEO



Daniel V. Ginnetti  
CFO

## EXHIBIT A: Scope of Services/Payment Provisions

To Agreement by and between  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER, hereinafter referred  
to as "NMC"  
AND  
STERICYCLE, INC., hereinafter referred to as "CONTRACTOR"

### **I. Description of All Services to be Rendered by CONTRACTOR:**

CONTRACTOR shall manage NMC's wastes (excluding pharmaceutical wastes) that are hazardous, non-hazardous and/or universal wastes. CONTRACTOR shall provide services related to the management of wastes as identified in Exhibit A-1, A-2 and A-3 in accordance with the waste disposal policies identified in Exhibit A-4.

### **II. CONTRACTOR Obligations:**

- a. CONTRACTOR shall be authorized to do business in California and shall be properly licensed by the applicable governmental authorities to perform the services.
- b. CONTRACTOR shall store, handle and transport NMC's conforming waste in compliance with applicable laws of the jurisdictions in which CONTRACTOR performs services under this Agreement.
- c. CONTRACTOR shall ensure that all vehicles, vessels, waste containers, and personnel provided by CONTRACTOR shall have the permits, licenses, certificates, and approvals required to comply with applicable law.
- d. CONTRACTOR shall ensure that any facility owned or operated by CONTRACTOR or their affiliates that are used for the temporary storage, transfer or disposal of conforming waste under this agreement will hold all permits licenses, certificates or approvals required by applicable laws.

### **III. NMC Obligations:**

- a. NMC shall ensure that any waste tendered to CONTRACTOR will conform fully with the applicable Waste Characterization Data for that waste. NMC shall label the waste in conformance with applicable laws and so as to communicate contents to CONTRACTOR and be segregated from other wastes.
- b. NMC shall provide CONTRACTOR with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and other Waste Characterization Data to assure accurate Waste Characterizations. NMC shall provide to CONTRACTOR only fully Conforming Waste and follow all applicable laws in storing, handling, treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste. NMC shall comply with CONTRACTOR's Waste Acceptance Policies as described in Exhibit A-4.
- c. NMC shall provide CONTRACTOR with advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any waster for which services are performed. NMC shall conduct a new Waste Characterization and provide CONTRACTOR with a revised Waste Characterization Data before tendering Waste to CONTRACTOR for services.

#### IV. Pricing/Fees:

##### a. Hazardous Rate Structure

Item Description	Unit Measure	*Rate/Unit	Disposal method	Notes
<b>Mobilization: (Per site)</b>				
Transportation/Mobilization	Each	\$300.00	N/A	From San Jose, CA
<b>Labor:</b>				
Chemist/Technician	Hour (Hr)	\$70.00	N/A	On-Site Services Time, Per Person, Per Hour
Professional Services- Consulting, Policy and Procedure Reviews, Reporting	Hour (Hr)	\$95.00	N/A	HAZWOPER Training, Contingency Plan, Permits, to Be Proposed on a Project-By-Project Basis
<b>Fluorescent Lamps: (Totals)</b>				
4 Ft	Linear Foot	\$0.25	Recycling	\$25.00 Minimum Per Container
8 Ft	Linear Foot	\$0.25	Recycling	\$25.00 Minimum Per Container
Compacts, U-Shaped/Circular Fluorescent	Each	\$150.00	Recycling	Up to 25 Bulbs
HID	Each	\$150.00	Recycling	Up to 25 Bulbs
<b>Ballasts:</b>				
PCB Ballasts	5G	\$250.00	Incineration	
Non-PCB Ballasts	5G	\$150.00	Recycling	
<b>Batteries: (Must be sorted by individual battery type or sorting fees apply)</b>				
Alkaline	Pound (lb)	\$1.50	Recycling	Must Meet DOT Packaging \$150.00 Minimum Per Container
Nickel Cadmium	Pound (lb)	\$1.20	Recycling	Must Meet DOT Packaging \$150.00 Minimum Per Container
Lead Acid	Pound (lb)	\$1.00	Recycling	Must Meet DOT Packaging \$150.00 Minimum Per Container
Lithium	Pound (lb)	\$4.50	Recycling	Must Meet DOT Packaging \$150.00 Minimum Per Container



<b>Mercury Waste:</b>				
Devices containing Mercury (Recycle) - 5 Gallon Pail	5G	\$325.00	Recycling	
Devices containing Mercury (Recycle) - 15 Gallon Drum	15G	\$750.00	Recycling	
<b>Lab Packs:</b>				
Non-Reactive Lab Pack, RCRA Pharmaceuticals (Incin.) - 5 gallon drum	5G	\$150.00	Incineration	
Non-Reactive Lab Pack, RCRA Pharmaceuticals (Incin.) - 15 gallon drum	15G	\$290.00	Incineration	
Non-Reactive Lab Pack, RCRA Pharmaceuticals (Incin.) - 30 gallon drum	30G	\$355.00	Incineration	
Non-Reactive Lab Pack, RCRA Pharmaceuticals (Incin.) - 55 gallon drum	55G	\$440.00	Incineration	
<b>***ALL OTHER LABPACK WASTE QUOTED ON A CASE-BY-CASE BASIS***</b>				

<b>Bulk Waste Streams:</b>				
Flammable Liquid – Bulked Xylene, Methanol, Ethanol, Stains	5G	\$150.00	Fuel Blending	<2" Dispersible Solids, >5,000 BTU Value, <3% Halogen Content, <5%
	15G	\$185.00		
	30G	\$200.00		
	55G	\$225.00		
Waste Loosepack Paint - (Oil-Based D001 Code)	5G	\$150.00	Fuel Blending	<2" Dispersible Solids
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
High Water Solvents (Bulked)	5G	\$150.00	Incineration	<2,500 BTU Value
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
Flammable Aerosols	5G	\$150.00	Fuel Blending	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
X-Ray Aprons	5G	\$150.00	Stabilization	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		

Non-hazardous Bulk Waste Streams:				
Latex Paint – Loosepack	5G	\$150.00	Solidification / Landfill	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
Bulk Formalin Solution - 55 gallon drum	5G	\$150.00	Incineration	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
Non DOT, Non-RCRA Hazardous Waste - (Oily Rags, Sorbents, Antifreeze)	5G	\$150.00	WTE Incineration	
	15G	\$290.00		
	30G	\$355.00		
	55G	\$440.00		
***ALL OTHER DRUMMED WASTE STREAMS ARE ON A CASE-BY-CASE BASIS***				
Miscellaneous:				
*Electronic Devices	LB	\$0.25		\$150.00 Minimum Per Container

<b>Supplies:</b>				
Poly Drum - 5 gallon	Each	\$15.00		
Fiber/Poly Drum - 15 gallon	Each	\$55.00		
Fiber/Poly Drum - 30 gallon	Each	\$55.00		
Metal Drum - 55 gallon	Each	\$75.00		
Poly Drum - 55 gallon	Each	\$75.00		
Steel Overpack - 85 gallon	Each	\$125.00		
Vermiculite - bag	Each	\$40.00		
Haz Cubic Yard Box	Each	\$85.00		
Bulb Box	Each	\$25.00		
Personal Protective Equipment	Each	\$25.00		Per Person, Per Day
<b>***ALL OTHER MATERIALS WILL BE QUOTED ON A CASE-BY-CASE BASIS***</b>				

<b>Price Protection Period</b>	<b>18</b>	<b>Months</b>
Service Adjustment 1	4% or CPI	18
Service Adjustment 2	4% or CPI	24

**b. Per Invoice Energy Charge:**

CONTRACTOR shall use an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first business day of each month. The surcharge will be based on the National U.S. Average 'On Highway' Diesel Fuel Price reported by the U.S. Department of Energy for the prior month to the adjustment.

The prices on these indexes are published by the U.S. Department of Energy and CONTRACTOR is not responsible for the information provided:

<b>Stericycle Energy Charge Table (prices per gallon)</b>		
<i>At Least</i>	<i>But Less Than</i>	<i>Surcharge</i>
0	\$2.75	5.8%
\$2.76	\$3.00	6.3%
\$3.01	\$3.25	6.9%
\$3.26	\$3.50	7.4%
\$3.51	\$3.75	7.9%
\$3.76	\$4.00	8.5%
\$4.01	\$4.25	9.0%
\$4.26	\$4.50	9.6%
\$4.51	\$4.75	10.1%
\$4.76	\$5.00	10.7%
\$5.01	\$5.25	11.2%
\$5.26	\$5.50	11.7%
\$5.51	\$5.75	12.3%
\$5.76	\$6.00	12.8%

Table will continue using the same methodology as illustrated above for Diesel prices in excess of \$6.01 CONTRACTOR reserves the right to update or modify the fuel table without prior notice to NMC.

- c. Travel expenses will not be reimbursed under this agreement.
- d. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- e. 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.
- f. 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.
- g. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EXHIBIT A-1:  
Scope of Services/Payment Provisions for  
Sharps Disposal Management Services

To Agreement by and between  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER,  
hereinafter referred to as "NMC"

AND

STERICYCLE, INC., hereinafter referred to as "CONTRACTOR"

**I. Description of All Services to be Rendered by CONTRACTOR:**

CONTRACTOR shall provide NMC with Sharps Disposal Management services that include comprehensive proactive sharps disposal with reusable containers.

**II. CONTRACTOR Obligations:**

- a. CONTRACTOR shall supply NMC with Sharps Management Services during the term of this Agreement. CONTRACTOR shall furnish NMC "Sharps Management Services," hereinafter defined as scheduled collection and disposal of Sharps Waste from the premises. The term "Sharps Waste" as used herein is defined, for the most part, in the context of existing federal and state regulations governing the management of "Regulated Medical Waste" (RMW). Specifically, for the purpose of this Agreement, "Sharps Waste" as defined by the Federal US Department of Transportation (DOT), as: §173.134 (a) Sharps means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps include needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- b. Title to Sharps Waste and other Regulated Medical Waste (other than Non-Conforming Waste) shall transfer to and vest in CONTRACTOR at such time as such waste is loaded onto CONTRACTOR's vehicles. NMC shall have title to the Sharps Waste and other Regulated Medical Waste at all prior times. NMC shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to NMC for proper disposal after collection or otherwise disposed of in accordance with NMC's instructions or arrangements.
- c. In the event that CONTRACTOR suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or NMC's breach, CONTRACTOR may remove all containers belonging to it from NMC's premises. CONTRACTOR may bill additional charges for each non-compliant container provided by NMC. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

- d. CONTRACTOR shall comply with applicable state law and local regulations where service is to be performed, and to otherwise comply with all federal and state laws, rules and regulations applicable thereto and relating to its performance hereunder.
- e. CONTRACTOR shall have all necessary permits, licenses, zoning and other federal, state, or location authorizations required to perform the services under this Agreement such as California Transporter Permit, Medical Waste Treatment Facility and Transfer Station Permit, and Title V Operating Permit, and will furnish copies of these to NMC upon request.
- f. CONTRACTOR shall ensure that all personnel providing services under this agreement are employees of the CONTRACTOR. CONTRACTOR shall ensure that each employee has been trained in the performance of Sharps Management Services in accordance with applicable federal, state and local regulations and has met CONTRACTOR's strict hiring policies, including drug screening and background checks. NMC shall provide any additional site-specific training applicable to the Customer Premises.
- g. CONTRACTOR shall ensure all containers and other equipment furnished by CONTRACTOR to NMC ("Sharps Equipment") are provided pursuant to a License as more fully described below:
  - (i.) License Grant. CONTRACTOR grants to NMC, as Licensee, under intellectual and personal property rights, and Licensee hereby accepts, a non-exclusive, non-transferable, revocable, non-sublicenseable right and license, during the Term and subject to payment of the applicable Fees, to use the CONTRACTOR's equipment solely and exclusively for the purpose of Sharps Management Services on the Premises.
  - (ii.) Terms and Restriction of Use. The Licensee is permitted to use the Sharps Equipment exclusively in conjunction with Stericycle Sharps Management Services. Licensee may not, directly or indirectly, allow any other person to use or access the Sharps Equipment, and may not, directly or indirectly, use or permit the use of Sharps Equipment for any purpose other than Stericycle Sharps Management Services. Without limiting the foregoing, Licensee is expressly prohibited from selling, renting, sublicensing, leasing or otherwise making available the Sharps Equipment for any purpose including but not limited to, reverse engineering, disassembling, or outsourcing for the benefit of any third parties, except to the extent otherwise expressly permitted by applicable law; or
  - (iii.) Notices of Unauthorized Use or Alleged Infringement. Licensee agrees to notify CONTRACTOR immediately if it becomes aware of any unauthorized use or disclosure of the Sharps Equipment or if it becomes aware of any alleged facts that, if true, would support a claim that a third party is infringing the rights of Stericycle in the Sharps Equipment. Licensee will advise Stericycle of the specific details of the unauthorized use or infringement claim.

(iv.) Reservation of Rights. Any use of the Sharps Equipment not specifically permitted by this Section is expressly prohibited. All rights not expressly granted hereunder by CONTRACTOR are expressly reserved by CONTRACTOR or its licensors, and no other license or right is granted to Licensee by implication, estoppel or otherwise.

**III. NMC Obligations:**

- a. NMC shall only place Sharps Waste in the containers. NMC will make the containers accessible for pick up on the pick-up dates and in the locations specified or agreed. Sharps Waste does not include any hazardous or radioactive waste, cytotoxic drugs or antineoplastic agents, bulk blood or liquid or any waste or other material not falling within the definition of regulation medical waste to the extent such regulations specify Sharps Waste "Non-Conforming.
- b. NMC shall return all special function items including Funnel Tops, Traps, and Floor Dollies that CONTRACTOR had supplied as needed. NMC will be responsible for all replacement charges for equipment not returned to CONTRACTOR in usable condition upon expiration or termination of this Agreement or for replacement of equipment destroyed, damaged or discarded by NMC during any Term of this Agreement.



#### IV. Pricing/Fees

##### a. Sharps Pricing and Fees

Hospital Price Structure	6022633-007 BIO/Natividad Med Ctr Hospital 1441 Constitution Blvd, Salinas, CA, 93906 Weekly (x3)	
	Recurring Rate Type	Effective Rate
	Monthly Fee	3,374.00
	Record Retention	8.29
	California AB 1807	.0127
		Unit of Measure
		Per Month
		Per Shipping Document
		Per lb

- b. CONTRACTOR and NMC recognize that during the Thirty (30) Days day period, the "Adjustment Period" following installation the number of containers on the Premises or volume of containers at various locations may need modification due to a variety of factors. CONTRACTOR fees may be increased or decreased in the event container locations and volumes vary by more than 3% from the facility survey conducted outlined. This increase or decrease in the monthly fee during the Adjustment Period may occur without amending this Agreement.

After the Adjustment Period additional container locations or volumes added to NMC Premises will result in increased monthly Service Fees of \$10 for each two (2), three (3) or four (4) gallon container, \$12 for each eight (8) gallon container and \$24 for each seventeen (17) gallon container. Additional containers must be authorized by an NMC authorized representative. CONTRACTOR shall provide and collect reusable Sharps Waste containers at NMC's facility Weekly times per week. CONTRACTOR will transport, treat and dispose of all Sharps Waste generated by NMC.

- b. CONTRACTOR may impose a surcharge in the event that CONTRACTOR attempts to pick up waste at NMC (on either a scheduled pick-up or in response to NMC's request) and, through no fault of CONTRACTOR, either (a) there is no Regulated Medical Waste for pick-up, (b) waste is not ready for pick-up or (c) NMC location is closed.
- c. Excess waste volumes significantly greater than the average volume for similar generators or exceeding the maximum allowable containers shall be subject to a surcharge at the current surcharge container rate. CONTRACTOR will impose this surcharge to deter abuse, including but not limited to, solid waste disposed in the medical waste stream, or NMC consolidation of the waste of several generators under one site.

- d. Travel expenses will not be reimbursed under this agreement.
- e. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- f. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- g. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- h. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

**EXHIBIT A-2:**  
**Scope of Services/Payment Provisions for**  
**Pharmaceutical Waste Disposal Services**

To Agreement by and between  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER,  
hereinafter referred to as "NMC"  
AND  
STERICYCLE, INC., hereinafter referred to as "CONTRACTOR"

**I. Description of All Services to be Rendered by CONTRACTOR:**

CONTRACTOR shall provide NMC with Pharmaceutical Waste Disposal services that characterize, segregate, transport and properly dispose of pharmaceutical waste.

**II. CONTRACTOR Obligations:**

- a. CONTRACTOR shall provide NMC with information necessary to be compliant with Federal Environmental Protection Agency (EPA)/Resource Conservation and Recovery Act (RCRA) and Department of Transportation (DOT) regulations concerning identification, sorting, packaging, labeling, and documentation of RCRA hazardous and non-RCRA hazardous pharmaceutical waste.
- b. CONTRACTOR shall utilize their proprietary database – based on National Drug Codes (NDC numbers) to characterize NMC pharmaceutical formulary to identify EPA/RCRA defined hazardous materials, United States DOT waste class per NDC numbered pharmaceutical, and industry designation dangerous and hazardous pharmaceuticals. CONTRACTOR shall provide pharmaceutical waste characterization data to NMC in electronic format.
- c. CONTRACTOR shall research and analyze NDC's in NMC formulary that are not found in CONTRACTOR's database such as items not identified by NDC number, identified by NMC designated NDC number, or compounded drugs in order to complete the waste characterizations.
- d. CONTRACTOR shall assist NMC in designing program elements needed for an effective Rx Waste Compliance Program to include program design, implementation, and training.
- e. CONTRACTOR shall assist in establishing internal labeling system for pharmaceuticals dispensed from the pharmacy in order to allow NMC staff to properly identify waste streams.
- f. CONTRACTOR shall evaluate NMC's current hazardous waste storage area and make recommendations on the space requirements, material flow, and necessary

equipment to establish a central hazardous waste accumulation area appropriate for NMC's Rx Waste Compliance needs.

- g. CONTRACTOR shall identify satellite accumulation areas and make recommendations on the container system to be used in the satellite accumulation areas. Container system is designed to work with the internal labeling system for pharmaceutical dispensed from NMC's pharmacy to make it simple for clinicians to follow and be in compliance.
- h. CONTRACTOR shall assist NMC in developing and implementing the internal logistics system for satellite container supply, transfer, and storage.
- i. CONTRACTOR shall set-up satellite accumulation areas, points of collection including placement of accumulation containers and instructional materials.
- j. CONTRACTOR shall provide NMC with Rx Waste Compliance Program training materials used during the implementation to include Clinicians & EVS PowerPoint training presentations, Q&A Sheet and Competency Quiz, Disposal Guidelines Poster.
- k. CONTRACTOR shall provide onsite pharmaceutical waste packing and labeling services by a Field Technician trained in proper handling and safety procedures.
- l. CONTRACTOR shall provide transportation and disposal services to include manifested pickup of hazardous pharmaceutical waste for NMC sites, documented pickup of non-hazardous pharmaceutical waste from NMC sites, DOT waste disposal containers with labeling, and transport to a regulated destruction facility for disposal. DOT compliant waste disposal containers are used for segregation, transport and disposal of pharmaceutical waste from NMC's designated hazardous waste accumulation areas.
- m. CONTRACTOR shall provide NMC with initial supply of DOT waste disposal containers based upon the number and type of DOT waste streams identified as a function of the initial Rx Formulary Waste Characterizations and DOT Waste Stream Analysis.
- n. CONTRACTOR shall provide NMC with characterization report updates each time a characterization is completed. The characterization report updates will be provided to NMC in electronic format.
- o. CONTRACTOR shall keep NMC up-to-date with regulations, training and program performance through CONTRACTOR'S After Care program. After Care shall consist of on-going, hospital-wide service reviews by CONTRACTOR's trained Healthcare Compliance Specialists.

- p. CONTRACTOR shall provide NMC with assistance in improving any deficiencies found in the After Care performance and compliance review to include a review of the Satellite and Central Accumulation Areas and waste disposal and segregation practices.
- q. CONTRACTOR shall provide NMC with annual training of regulatory updates and review.
- r. CONTRACTOR shall, at the request of NMC, provide additional consulting and training services with applicable fee.
- s. In the event that CONTRACTOR suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or NMC's breach, CONTRACTOR may remove all containers belonging to it from NMC's premises. CONTRACTOR may bill additional charges for each non-compliant container provided by NMC. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.
- t. CONTRACTOR shall comply with applicable state law and local regulations where service is to be performed, and to otherwise comply with all federal and state laws, rules and regulations applicable thereto and relating to its performance hereunder.
- u. CONTRACTOR shall have all necessary permits, licenses, zoning and other federal, state, or location authorizations required to perform the services under this Agreement and will furnish copies of these to NMC upon request.

### **III. NMC Obligations**

- a. NMC shall be solely responsible for segregating non-hazardous waste, hazardous waste, and incompatible hazardous waste.
- b. NMC shall submit NDC's and drug information for new or added pharmaceuticals to CONTRACTOR for waste characterization to allow CONTRACTOR to keep NMC's formulary waste characterization current.
- c. NMC training staff shall attend the annual training class provided by CONTRACTOR.

#### IV. Pricing/Fees

##### a. Pharmaceutical Pricing/Fees

Recurring Rate Type	Effective Rate	Unit of Measure
Monthly Flat Fee	5,705.00	Per Month
Record Retention	8.29	Per Shipping Document

##### b. Monthly Flat Fee Pricing Includes:

- i. Waste Characterization: Characterize the Formulary and provide and electronic copy per hospital
- ii. Program Design & Start-up: Consultation on Central Accumulation Area (hazardous waste storage area), Container Placement, and Internal Logistics.
- iii. Training: Pharmacy, Nursing, and EVS staff (20 hours and electronic files that can be loaded on training system)
- iv. On-going characterization: Characterize new NDCs as they are added to the formulary
- v. After Care: On-going, scheduled, hospital-wide program performance reviews.
- vi. After Care annual training and audit: Annual Training to cover new regulations and refresher on current regulations. Regulatory Audit to review accumulation areas, paperwork, segregation and disposal practices.

- c. Internal Container Transport \*\*only for existing Bio customers\*\* Included  
Transport of containers from Satellite Accumulation areas to Central Accumulation areas.

- d. Packing Fee Included

- e. Disposal Fees  
Annual monthly fee is based on hospital staff segregating non-hazardous from hazardous waste. The hospital annual fee will be analyzed each year and no fee adjustment will be made if the hospital does not exceed hazardous waste set limits. The limits are shown below and the amount charged per unit if limits are exceeded.

- f. Container adjustment period  
CONTRACTOR and NMC recognize that during the thirty (30) day period, the "Adjustment Period" following installation the number of containers on the Premises or volume of containers at various locations may need modification due to a variety of factors. Stericycle fees may be increased or decreased in the event container locations and volumes vary by more than 3% from the facility survey conducted. This increase or decrease in the monthly fee during the Adjustment Period may occur without amending this Agreement.

After the Adjustment Period additional container locations or volumes added to the CUSTOMER Premises will result in increased monthly Service Fees of \$18.00 for each two (2), three (3) or four (4) gallon container, \$27.00 for each eight (8) gallon container and \$34.00 for each seventeen (17) gallon container.

Internal Transport Fee	\$ Included
Packing Fee	\$ Included
Non-hazardous Waste Disposal & Transportation	\$ Included
Hazardous Waste Disposal	\$ Included*
Dual Waste Disposal	\$ Included
Hazardous Transportation	\$ Included
Containers/	\$ Included

- g. Optional Services
- |  |                |
|--|----------------|
| Characterization of Clinical Study Drugs | \$500.00 each  |
| Additional Training                      | \$150 per hour |
| Unscheduled Stop Charge                  | \$204 per stop |
| Zip lock Baggies 1 Qt(500)               | \$58.32        |
| Zip lock Baggies 1 gallon(250)           | \$52.48        |

- h. Energy Charge  
CONTRACTOR uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first business day of each month. The surcharge will be based on the National U.S. Average 'On Highway' Diesel Fuel



Price reported by the U.S. Department of Energy for the prior month to the adjustment.

The prices on these indexes are published by the U.S. Dept. of Energy and Stericycle is not responsible for the information provided.

<b>Stericycle Energy Charge Table</b>		
<b>At Least</b> (price per gallon)	<b>But Less Than</b> (price per gallon)	<b>Surcharge</b> (% of Invoice)
0	\$2.75	5.80%
\$2.76	\$3.00	6.30%
\$3.01	\$3.25	6.90%
\$3.26	\$3.50	7.40%
\$3.51	\$3.75	7.90%
\$3.76	\$4.00	8.50%
\$4.01	\$4.25	9.00%
\$4.26	\$4.50	9.60%
\$4.51	\$4.75	10.10%
\$4.76	\$5.00	10.70%
\$5.01	\$5.25	11.20%
\$5.26	\$5.50	11.70%
\$5.51	\$5.75	12.30%
\$5.76	\$6.00	12.80%

If the diesel rate rises above \$6.00, the 12.80% surcharge will be increased by 0.6% for every \$0.25 increase in the diesel rate. CONTRACTOR reserves the right to update or modify the fuel table without prior notice.

- i. CONTRACTOR will charge labor costs for research and analysis activities performed to identify NDC's in NMC formulary that are not in CONTRACTOR's database.
- j. CONTRACTOR may impose a surcharge in the event that CONTRACTOR attempts to pick up waste at NMC (on either a scheduled pick-up or in response to NMC's request) and, through no fault of CONTRACTOR, either (a) there is no Regulated Medical Waste for pick-up, (b) waste is not ready for pick-up or (c) NMC location is closed.
- k. Excess waste volumes significantly greater than the average volume for similar generators or exceeding the maximum allowable containers shall be subject to a surcharge at the current surcharge container rate. CONTRACTOR will impose this surcharge to deter abuse, including but not limited to, solid waste disposed in the

medical waste stream, or NMC consolidation of the waste of several generators under one site.

- l. Travel expenses will not be reimbursed under this agreement.
- m. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- n. 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.
- o. 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.
- p. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EXHIBIT A-3:  
Scope of Services/Payment Provisions for  
Regulated Medical Waste Disposal

To Agreement by and between  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER,  
hereinafter referred to as "NMC"  
AND  
STERICYCLE, INC., hereinafter referred to as "CONTRACTOR"

**I. Description of All Services to be Rendered by CONTRACTOR:**

CONTRACTOR shall provide NMC with Regulated Medical Waste Disposal of all Regulated Medical Waste (except Non-confirming Waste).

**II. CONTRACTOR Obligations:**

- a. CONTRACTOR shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-confirming Waste) generated by NMC on a regularly scheduled basis during the term of this Agreement.
- b. CONTRACTOR shall identify "Non-Conforming Waste" as: (i) any waste or other material not falling within the definition of Regulated Medical Waste, and includes complete human remains ; (ii) radioactive wastes; (iii) any listed or characteristic hazardous wastes, chemotherapeutic hazardous waste and substances as defined in any applicable laws, regulations and guidelines; (iv) pharmaceutical waste (except as allowed under Stericycle's waste acceptance policy); (v) any device, solution or waste containing mercury including dental wastes (amalgam and products, chairside traps, amalgam sludge or vacuum pumps); (vi) improperly segregated, labeled or packaged waste, including sharps not in designated sharp containers; (vii) containers that are leaking, damaged or likely to create risk of exposure to employees or the general public; and (viii) any other material which Stericycle may not collect, transport, treat or dispose in accordance with applicable laws, regulations or guidelines.
- c. CONTRACTOR's employees shall refuse containers that are determined to be non-confirming waste as identified in the Waste Acceptance Policy (WAP) in Exhibit A-4 to this Agreement.
- d. CONTRACTOR shall reserve the right to change the WAP at any time to ensure compliance with applicable laws or regulations and provide current WAP to NMC upon NMC's request.
- e. CONTRACTOR shall hold title to Regulated Medical Waste (other than non-confirming waste) at such time as the waste is loaded onto CONTRACTOR's vehicles.

- f. In the event of expiration or termination of this Agreement, CONTRACTOR may remove all containers belonging to it from NMC's premises.
- g. CONTRACTOR shall comply with applicable state law and local regulations where service is to be performed, and to otherwise comply with all federal and state laws, rules and regulations applicable thereto and relating to its performance hereunder.
- h. CONTRACTOR shall have all necessary permits, licenses, zoning and other federal, state, or location authorizations required to perform the services under this Agreement and will furnish copies of these to NMC upon request.

### III. NMC Obligations

- a. NMC shall only use containers and label approved by CONTRACTOR and shall place in such containers only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations.
- b. NMC warrants that the waste presented for disposal will not contain any "hazardous", "toxic", or "radioactive" wastes as defined by all applicable laws or regulations.
- c. NMC shall hold title to any non-conforming waste at all times, whether refused for collection, returned to NMC for proper disposal after collection or otherwise disposed of in accordance with NMC instructions or arrangements.

### IV. Pricing/Fees

- a. Regulated Medical Waste Disposal Pricing/Fees

Hospital Price Structure	6022633-006 Natividad Medical Center Hospital 1441 Constitution Blvd, Salinas, CA, 93906 Weekly (x5)	
Recurring Rate Type	Effective Rate	Unit of Measure
Regulated Medical Waste	0.260	Per lb
Trace Chemotherapy/Pathological Waste	0.963	Per lb
Record Retention	8.29	Per Shipping Document
California AB 1807	.0127	Per lb

CONTRACTOR reserves the right to charge for a minimum container weight for each container type collected per stop at NMC's site. The minimum weight is determined to be 65% of a containers gallon capacity. CONTRACTOR will assign a minimum weight per each container type which equates to 1 lb per each gallon of capacity (e.g., a 30 gallon container has a minimum weight of 19.5lbs). If the average weight of each type of container collected does not meet the average minimum weight in the aggregate for those containers, CONTRACTOR will charge the current per lb rate to the minimum weight to calculate the container price.

b. **Energy Charge**

CONTRACTOR uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first business day of each month. The surcharge will be based on the National U.S. Average 'On Highway' Diesel Fuel Price reported by the U.S. Department of Energy for the prior month to the adjustment. The prices on these indexes are published by the U.S. Dept. of Energy and CONTRACTOR is not responsible for the information provided.

<b>Stericycle Energy Charge Table</b>		
<b>At Least (price per gallon)</b>	<b>But Less Than (price per gallon)</b>	<b>Surcharge (% of Invoice)</b>
0	\$2.75	5.80%
\$2.76	\$3.00	6.30%
\$3.01	\$3.25	6.90%
\$3.26	\$3.50	7.40%
\$3.51	\$3.75	7.90%
\$3.76	\$4.00	8.50%
\$4.01	\$4.25	9.00%
\$4.26	\$4.50	9.60%
\$4.51	\$4.75	10.10%
\$4.76	\$5.00	10.70%
\$5.01	\$5.25	11.20%
\$5.26	\$5.50	11.70%
\$5.51	\$5.75	12.30%
\$5.76	\$6.00	12.80%

If the diesel rate rises above \$6.00, the 12.80% surcharge will be increased by 0.6% for every \$0.25 increase in the diesel rate. CONTRACTOR reserves the right to update or modify the fuel table without prior notice.

- c. CONTRACTOR may impose a surcharge in the event that CONTRACTOR attempts to pick up waste at NMC (on either a scheduled pick-up or in response to NMC's request) and, through no fault of CONTRACTOR, either there is no Regulated Medical Waste for pick-up, waste is not ready for pick-up or NMC location is closed.
- d. Excess waste volumes significantly greater than the average volume for similar generators or exceeding the maximum allowable containers shall be subject to a surcharge at the current surcharge container rate. CONTRACTOR will impose this surcharge to deter abuse, including but not limited to, solid waste disposed in the medical waste stream, or NMC consolidation of the waste of several generators under one site.

- e. Travel expenses will not be reimbursed under this agreement.
- f. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- g. 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.
- h. 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.
- i. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

## EXHIBIT A-4: Stericycle, Inc. Waste Acceptance Policies

To Agreement by and between  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER, hereinafter referred  
to as “NMC”  
AND  
STERICYCLE, INC., hereinafter referred to as “CONTRACTOR”



### REGULATED MEDICAL WASTE ACCEPTANCE POLICY

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 338-5120.

#### REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

*\* Un-dispersed from DEA Registrant*

#### WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid, 2) leak resistant, 3) impervious to moisture, 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling, 5) sealed to prevent leakage during transport, and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

#### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

#### STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

##### ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

##### ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances.\*
- California Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

##### REGULATED MEDICAL WASTE NOT ACCEPTED BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State controlled substances\*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

*\*Consult Stericycle Representative for specific requirements*

*Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at (866) 338-5120.*

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## STERICYCLE NON HAZARDOUS PHARMACEUTICAL WASTE ACCEPTANCE POLICY

### ACCEPTED WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION:

- ✓ **Trace-Chemotherapy Contaminated Waste** – RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations, or guidelines.
- ✓ **Non-RCRA Hazardous Pharmaceuticals** – Must be characterized and certified as non-RCRA hazardous material by the generator. Consult Stericycle Representative for specific requirements.

### WASTE NOT ACCEPTED BY STERICYCLE

- ✗ **RCRA Hazardous Pharmaceutical Waste**
- ✗ **Chemicals** – Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer, developer
- ✗ **Hazardous Waste** – Drums or other Containers with a hazard warning symbol, batteries, and other heavy metals
- ✗ **Radioactive Waste** – Any Container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials
- ✗ **Bulk Chemotherapy Waste**
- ✗ **Compressed Gas Cylinders, Canisters, Inhalers, and Aerosol Cans**
- ✗ **Any Mercury-Containing Material or Devices** – Any mercury thermometers, sphygmomanometers, laboratory or medical devices
- ✗ **Mercury-Containing Dental Waste** – Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings, and empty amalgam capsules

### RESPONSIBILITY FOR PROPER SEGREGATION

Customer is solely responsible for ensuring the proper segregation of non-RCRA hazardous waste. If any of the Waste Not Accepted by Stericycle (Non-conforming Waste) is found in the non-RCRA hazardous waste stream, then Customer will be solely responsible for all costs associated with clean-up, transportation, treatment, and disposal of the Non-conforming Waste by a company or companies permitted to clean-up, transport, treat, and dispose of such Non-conforming Waste.

### ADDITIONAL POLICIES

Additional waste acceptance policies may apply based on state or permit specific requirements.



## REGULATED MEDICAL WASTE ACCEPTANCE POLICY

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 338-5120.

### REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

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### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

### STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

#### ACCEPTED REGULATED MEDICAL WASTE

- **Sharps** - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
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#### ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- **Trace Chemotherapy Contaminated Waste** - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- **Pathological Waste** - Human or animal body parts, organs, tissues and surgical specimen (decanted oil, formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- **Non-RCRA Pharmaceuticals** - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances\*.
- **California Only** - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

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- **Any Mercury Containing Material or Devices** - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- **RCRA Hazardous Pharmaceutical Waste** and all DEA Federal and State controlled substances\*
- **Chemicals** - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
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# Monterey County

Item No.23

## Board Report

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

Legistar File Number: A 21-527

November 16, 2021

Introduced: 10/28/2021

Current Status: Health Department -  
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health or the Assistant Director of Health to sign Amendment No. 4 to Agreement A-12969 with Action Council of Monterey County, Inc. for the provision of community educational management and contracting for specialized services, adding \$50,000 for a total Agreement amount not to exceed, \$425,000 to cover additional services and for the term of the Agreement July 01, 2015 through June 30, 2022.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or the Assistant Director of Health to sign Amendment No. 4 to Agreement A-12969 with Action Council of Monterey County, Inc. for the provision of community educational management and contracting for specialized services, adding \$50,000 for a total Agreement amount not to exceed, \$425,000 to cover additional services and for the term of the Agreement July 01, 2015 through June 30, 2022.

### SUMMARY/DISCUSSION:

The Action Council of Monterey County, Inc. (ACMC), created in 1994, is a non-profit organization involved in creating public/private partnerships to address unmet needs within the community, and to provide planning and coordination of such services. In part, their goal is to create public/private partnerships to promote economic and social justice and to initiate community dialogue and action on critical issues. For many years, the Monterey County Health Department (MCHD) has partnered with ACMC establishing a mutual and purposeful relationship focused on the provision of valuable services to our community.

This Amendment will ensure a continued and successful partnership with ACMC. The Health Department will continue to utilize ACMC's expertise and resources to secure professionals that provide specialized services, coordinate summits/trainings in relation to a range of public health topics and specialized services as requested by the Director of Health.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 1. To empower the community to improve health; 2. Enhance community health and safety through prevention. It also supports the following of the ten essential public health services, specifically: 3. 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 office of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by 100% grant-funded programs. The funds for this Agreement are included in the Health Department's (HEA014-8438) 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: Frances Stevens, Management Analyst II, 755-4532

Approved by:

Date: \_\_\_\_\_

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment 4

Amendment 3

Amendment 2

Amendment 1

Agreement





# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
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Legistar File Number: A 21-527

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Agreement as to legal form, and fiscal provisions, respectively.

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- 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.

☒ 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:

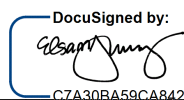
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

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

Prepared by: Frances Stevens, Management Analyst II, 755-4532

Approved by:

DocuSigned by:  
  
C7A30BA59CA8423...

Date: 11/2/2021 | 10:33 AM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment 4

Amendment 3

Amendment 2

Amendment 1

Agreement



## **AMENDMENT No. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ACTION COUNCIL OF MONTEREY COUNTY, INC.**

**THIS AMENDMENT** is made to the AGREEMENT, No. A-12969, for community educational management services by and between Action Council of Monterey County, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR entered into AGREEMENT A-12969 with a start date of October 1, 2015 and for a total not to exceed of \$250,000; and

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 1 to extend the term of AGREEMENT for one (1) additional year without increasing the maximum liability of the AGREEMENT; and

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 2 to increase the total liability under the AGREEMENT by \$25,000 for a total not to exceed \$275,000 and to extend the term of the AGREEMENT for one (1) additional year, extending the term to June 30, 2020; and

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 3 to increase the total liability by \$100,000, for a total not to exceed \$375,000 and extend the term of AGREEMENT for two (2) additional years, extending the term to June 30, 2022; and

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total liability by \$50,000 for a total not to exceed \$425,000.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, “Payment Provisions”, shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$375,000”, **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$425,000”.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 16, 2015.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR – Action Council of Monterey  
County, Inc.

DocuSigned by:

By: Larry Imwalle

BC0942DD02A94D2

Contracts/Purchasing Officer

Signature of Chair, President, or  
Vice-President

Dated:

Larry Imwalle

Executive Director

Printed Name and Title

*Approved as to Fiscal Provisions:*

DocuSigned by:

Gary Giboney

B3834BFEC1B0449...

Deputy Auditor/Controller

Chief Deputy Auditor-Controller

Dated: 10/25/2021 | 1:42 PM PDT

DocuSigned by:

By: Melissa Mairose

CB90069544A3479...

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: 10/25/2021 | 4:12 PM PDT

*Approved as to Liability Provisions:*

Melissa Mairose

Director of Finance

Printed Name and Title

Risk Management

Dated: 10/25/2021 | 1:50 PM PDT

Dated:

*Approved as to Form:*

DocuSigned by:

Stacy Satta

C0ECE1B98F444A9...

Deputy County Counsel

Chief Deputy County Counsel Approved as to form.

Dated: 10/25/2021 | 4:03 PM PDT

Director of Health

Dated:

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

## **AMENDMENT No. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ACTION COUNCIL OF MONTEREY COUNTY, INC.**

**THIS AMENDMENT** is made to the AGREEMENT, No. A-12969, for community educational management services by and between Action Council of Monterey County, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR entered into AGREEMENT A-12969 with a start date of October 1, 2015 and for a total not to exceed of \$250,000;

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 1 to extend the term of AGREEMENT for one (1) additional year without increasing the maximum liability of the AGREEMENT;

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 2 to increase the total liability under the AGREEMENT by \$25,000 for a total not to exceed \$275,000 and to extend the term of the AGREEMENT for one (1) additional year, extending the term to June 30, 2020;

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of AGREEMENT for two (2) additional years; and

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total liability under the AGREEMENT by \$100,000.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, "Payment Provisions", shall be amended by removing "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, 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 \$275,000", and replacing it with "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in the Agreement. The Total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$375,000".**
2. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from October 1, 2015 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from October 1, 2015 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement".**

3. Exhibit A-1 is replaced with Exhibit A-2. All references in the Agreement to Exhibit A-1 shall be construed to refer to Exhibit A-2.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 16, 2015.

*This space left blank intentionally*



IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

*Approved as to Fiscal Provisions:*

DocuSigned by:  
*Bruno Monna*

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 5/5/2020

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

*Approved as to Form:*

DocuSigned by:  
*Stacy Saitta*

\_\_\_\_\_  
Deputy County Counsel

Dated: 5/4/2020

DocuSigned by:

*Glenn Young*

\_\_\_\_\_  
Director of Health

Dated: 5/27/2020 | 10:17 AM PDT

CONTRACTOR

DocuSigned by:  
By: *Larry Imwalle*

\_\_\_\_\_  
Signature of Chairman, President, or  
Vice-President

Larry Imwalle Executive Director

\_\_\_\_\_  
Printed Name and Title

Dated: 4/30/2020

DocuSigned by:

By: *Daniel Bach*

\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Daniel Bach Deputy Director

\_\_\_\_\_  
Printed Name and Title

Dated: 4/30/2020

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

**EXHIBIT A-2**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Scope of Services:**

**Objective:** The Action Council of Monterey County, Inc., (hereinafter "CONTRACTOR") shall provide community educational management services, which may include subcontracting with professionals to perform specialized services; purchase equipment; obtain venues for trainings/conferences; and provide other services as requested by the Director of Health or Assistant Director of Health.

Due to the nature of this Agreement, it is not possible to list all services that will be necessary to implement for the Department of Health under the auspices of the Administration Bureau. Services may be warranted as additional state and federal funding becomes available and the Bureau's Programs re-work their anticipated scopes of services in order to better serve the community and the County's professionals through additional conferences/trainings on relevant topics and events.

**Responsibilities:**

- County will provide CONTRACTOR with a detailed description of services and payment provisions that are required for each subcontract. If travel expenses are included in the subcontract(s), reimbursement will be per the County of Monterey Travel Policy and shall be stated in each Agreement.
- CONTRACTOR will provide County with a fully executed Agreement detailing the subcontractor's scope of services/payment provisions as authorized by the County.

**Payment Provisions:**

- County does not guarantee that the total amount of \$375,000 for this Agreement will be paid to Contractor.
- The Contractor shall not process payment for a subcontractor's invoice until the County has approved the invoice.
- All invoices for reimbursement by County to CONTRACTOR shall include a fifteen percent (15%) Administrative Fee calculated on the total amount of each invoice.
- Invoices submitted by the CONTRACTOR to the County shall be in a form acceptable to County. The Health Department shall certify the invoice(s) and promptly submit the invoice(s) to the County Auditor-Controller. The Auditor-Controller shall process the invoice for payment within 30 days of receiving the invoice from the Health Department. CONTRACTOR shall pay their subcontractors within 5 days of receipt of payment from County.
- The total amount of this Agreement shall not exceed \$375,000.

Action Council of Monterey County, Inc.  
September 1, 2015 - June 30, 2022  
\$375,000

- All correspondence with County shall be directed to:

Monterey County Health Department  
Administration Bureau  
Frances Stevens, Management Analyst  
1270 Natividad Road  
Salinas, CA 93906  
Telephone: 831-755-4532  
Email: [stevensf@co.monterey.ca.us](mailto:stevensf@co.monterey.ca.us)

Action Council of Monterey County, Inc.  
September 1, 2015 - June 30, 2022  
\$375,000



## **AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ACTION COUNCIL OF MONTEREY COUNTY, INC.**

**THIS AMENDMENT** is made to the AGREEMENT, No. A-12969, for community educational management services by and between Action Council of Monterey County, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR entered into AGREEMENT A-12969 with a start date of October 1, 2015 and for a total not to exceed of \$250,000;

**WHEREAS**, the County and CONTRACTOR entered into AMENDMENT No. 1 to extend the term of AGREEMENT for one (1) additional year without increasing the maximum liability of the AGREEMENT;

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total liability under the AGREEMENT;

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of AGREEMENT for one (1) additional year.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

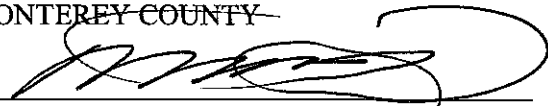
1. **Paragraph 2, "Payment Provisions", shall be amended by removing** "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$250,000", **and replacing it with** "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in the Agreement. The Total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$275,000".
2. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **October 1, 2015 to June 30, 2018**, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with** "The term of this Agreement is from **October 1, 2015 to June 30, 2020**, unless sooner terminated pursuant to the terms of this Agreement".
3. Exhibit A is replaced with Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on November 16, 2015.

*This space left blank intentionally*

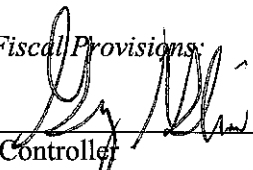
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

~~MONTEREY COUNTY~~

  
Contracts/Purchasing Officer

Dated: 5-1-19

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

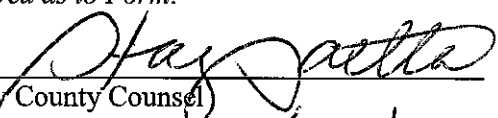
Dated: 4/29/19

Approved as to Liability Provisions:


Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

  
Deputy County Counsel

Dated: 4/26/19

  
Director of Health

Dated: 05/02/2019

CONTRACTOR

By: 

Signature of Chair, President, or  
Vice-President

Larry Imwalle, Executive Director  
Printed Name and Title

Dated: 4/3/19

By: 

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

David Bahr, Asst. Dir.  
Printed Name and Title

Dated: 4/3/19

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

## **EXHIBIT A-1**

### **SCOPE OF SERVICES/PAYMENT PROVISIONS**

#### **Scope of Services:**

**Objective:** The Action Council of Monterey County, Inc., (hereinafter "CONTRACTOR") shall provide community educational management services, which may include subcontracting with professionals to perform specialized services; purchase equipment; obtain venues for trainings/conferences; and provide other services as requested by the Director of Health or Assistant Director of Health.

Due to the nature of this Agreement, it is not possible to list all services that will be necessary to implement for the Department of Health under the auspices of the Administration Bureau. Services may be warranted as additional state and federal funding becomes available and the Bureau's Programs re-work their anticipated scopes of services in order to better serve the community and the County's professionals through additional conferences/trainings on relevant topics and events.

#### **Responsibilities:**

- County will provide CONTRACTOR with a detailed description of services and payment provisions that are required for each subcontract. If travel expenses are included in the subcontract(s), reimbursement will be per the County of Monterey Travel Policy and shall be stated in each Agreement.
- CONTRACTOR will provide County with a fully executed Agreement detailing the subcontractor's scope of services/payment provisions as authorized by the County.

#### **Payment Provisions:**

- County does not guarantee that the total amount of \$275,000 for this Agreement will be paid to Contractor.
- The Contractor shall not process payment for a subcontractor's invoice until the County has approved the invoice.
- All invoices for reimbursement by County to CONTRACTOR shall include a fifteen percent (15%) Administrative Fee calculated on the total amount of each invoice.
- Invoices submitted by the CONTRACTOR to the County shall be in a form acceptable to County. The Health Department shall certify the invoice(s) and promptly submit the invoice(s) to the County Auditor-Controller. The Auditor-Controller shall process the invoice for payment within 30 days of receiving the invoice from the Health Department. CONTRACTOR shall pay their subcontractors within 5 days of receipt of payment from County.
- The total amount of this Agreement shall not exceed \$275,000.

Action Council of Monterey County, Inc.  
 September 1, 2015 - June 30, 2020  
 \$275,000

- All correspondence with County shall be directed to:

Monterey County Health Department  
Administration Bureau  
Frances Stevens, Management Analyst  
1270 Natividad Road  
Salinas, CA 93906  
Telephone: 831-755-4532  
Email: [stevensf@co.monterey.ca.us](mailto:stevensf@co.monterey.ca.us)

Action Council of Monterey County, Inc.  
September 1, 2015 - June 30, 2020  
\$275,000

## **AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ACTION COUNCIL OF MONTEREY COUNTY, INC.**

**THIS AMENDMENT** is made to the AGREEMENT, No. A-12969, for community educational management services by and between Action Council of Monterey County, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR entered into the AGREEMENT with a start date of October 1, 2015;

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year, without increasing the maximum liability of the AGREEMENT.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from October 1, 2015 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from October 1, 2015 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement".**
2. **Paragraph 14, "NOTICES", shall be amended by removing "Ray Bullick, Director of Health", and replacing it with "Elsa Jimenez, Director of Health".**
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated November 16, 2015.

*This space left blank intentionally*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated: 5-14-18

Approved as to Fiscal Provisions: 

Deputy Auditor/Controller

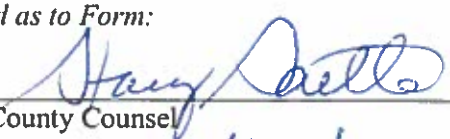
Dated: 5/11/18

Approved as to Liability Provisions:

Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

  
Deputy County Counsel

Dated: 5/10/18

  
Director of Health

Dated: 05/15/2018

CONTRACTOR

By: 

Signature of Chair, President, or  
Vice-President

ANN PACKER, President  
Printed Name and Title

Dated: 4/20/18

By: Rafael Albarin

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Rafael Albarin, V.P. / Treasurer  
Printed Name and Title

Dated: 4/20/18

\*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.



**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Action Council of Monterey County, Inc.,  
(hereinafter "CONTRACTOR").

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

**1.0 GENERAL DESCRIPTION.**

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
**Provide** specialized services as described in Exhibit A, Scope of Services/Payment Provisions.

**2.0 PAYMENT PROVISIONS.**

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 250,000.00.

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from October 1, 2015 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
**Exhibit A    Scope of Services/Payment Provisions**

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

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

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

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Ray Bullick, Director of Health	Larry ImWalle, Executive Director
Name and Title	Name and Title
1270 Natividad Road, Salinas, CA 93906	295 Main Street, Suite 300, Salinas, CA 93901
Address	Address
831-755-4526	831-783-1244
Phone	Phone



## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----This section left blank intentionally-----

## 16.0 SIGNATURE PAGE.

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

### COUNTY OF MONTEREY

### CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_  
9/24/15

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_  
9/25/15

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\_\_\_\_\_  
Action Council of Monterey County, Inc.  
Contractor's Business Name\*

By: \_\_\_\_\_  
Patricia L. Herro  
(Signature of Chair, President, or  
Vice-President)\*

\_\_\_\_\_  
Patricia L. Herro, Pres.  
Name and Title  
Date: Sept. 15, 2015

By: \_\_\_\_\_  
Wendy LaRiviere  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Wendy LaRiviere, Treasurer  
Name and Title  
Date: Sept. 14, 2015

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

**EXHIBIT A**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Scope of Services:**

**Objective:** The Action Council of Monterey County, Inc., (hereinafter “CONTRACTOR”) shall provide community educational management services, which may include subcontracting with professionals to perform specialized services such as grant writing, data analysis, organizational analysis; purchase equipment; obtain venues and speakers for trainings/conferences; and provide other services as requested by the Director of Health or Assistant Director of Health.

Due to the nature of this Agreement, it is not possible to list all services that will be necessary to implement for the Department of Health under the auspices of the Administration Bureau. Services may be warranted as additional state and federal funding becomes available and the Bureau’s Programs re-work their anticipated scopes of services in order to better serve the community and the County’s professionals through additional conferences/trainings on relevant topics and events.

**Responsibilities:**

- County will provide CONTRACTOR with a detailed description of services and payment provisions that are required for each subcontract. If travel expenses are included in the subcontract(s), reimbursement will be per the County of Monterey Travel Policy and shall be stated in each Agreement.
- CONTRACTOR will provide County with a fully executed Agreement detailing the subcontractor’s scope of services/payment provisions as authorized by the County.

**Payment Provisions:**

- County does not guarantee that the total amount of \$250,000 for this Agreement will be paid to Contractor.
- The Contractor shall not process payment for a subcontractor’s invoice until the County has approved the invoice.
- All invoices for reimbursement by County to CONTRACTOR shall include a fifteen percent (15%) Administrative Fee calculated on the total amount of each invoice.
- Invoices submitted by the CONTRACTOR to the County shall be in a form acceptable to County. The Health Department shall certify the invoice(s) and promptly submit the invoice(s) to the County Auditor-Controller. The Auditor-Controller shall process the invoice for payment within 30 days of receiving the invoice from the Health Department. CONTRACTOR shall pay their subcontractors within 5 days of receipt of payment from County.
- The total amount of this Agreement shall not exceed \$250,000.

Action Council of Monterey County, Inc.  
October 1, 2015 - June 30, 2018  
\$250,000

- All correspondence with County shall be directed to:

Monterey County Health Department  
Administration Bureau  
Frances Stevens, Management Analyst  
1270 Natividad Road  
Salinas, CA 93906  
Telephone: 831-755-4532  
Email: [stevensf@co.monterey.ca.us](mailto:stevensf@co.monterey.ca.us)

Action Council of Monterey County, Inc.  
October 1, 2015 - June 30, 2018  
\$250,000



# Monterey County

Item No.24

## Board Report

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

Legistar File Number: RES 21-205

November 16, 2021

Introduced: 11/8/2021

Current Status: Health Department -  
Consent

Version: 1

Matter Type: BoS Resolution

- a. Set a public hearing for December 7, 2021 at 10:30 a.m. to consider approval of Amendment No. 13 to Unified Franchise Agreement A-11631 between the County of Monterey and Waste Management, Inc. dba USA Waste of California dba Carmel Marina Corp., relating to proposed rates for services and adjustments to current rates; and,
- b. Direct the Clerk of the Board to publish the Notice of Public Hearing in newspapers of general circulation on or before November 26, 2021.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Set a public hearing for December 7, 2021 at 10:30 a.m. to consider approval of Amendment No. 13 to Unified Franchise Agreement A-11631 between the County of Monterey and Waste Management, Inc. dba USA Waste of California dba Carmel Marina Corp., relating to proposed rates for services and adjustments to current rates; and,
- b. Direct the Clerk of the Board to publish the Notice of Public Hearing in newspapers of general circulation on or before November 26, 2021.

### SUMMARY/DISCUSSION:

The Director of Health recommends that the Board of Supervisors set a public hearing for December 7, 2021 and direct publication of notice of said hearing with [Proposed] Amendment No. 13 by the Clerk of the Board pursuant to Government Code Section 66016. Pursuant to the terms of the Unified Franchise Agreement A-11631 (hereafter, "UFA" or "Agreement"), the Director of Health will seek authorization to execute AMENDMENT NO. 13 to said UFA as previously amended pursuant to Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 (collectively, UFA) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation (Waste Management, Inc.).

[Proposed] Amendment No. 13 adjusts the rates of the Unified Franchise Agreement with USA Waste of California, Inc., dba Carmel Marina Corporation (Waste Management, Inc.) effective January 1, 2022.

[Proposed] Amendment No. 13 is published with the Board Report for the November 16, 2021 consent agenda (set hearing) item. Notice of Public Hearing with [Proposed] Amendment No. 13 will be published in newspapers of general circulation on or before November 26, 2021 by the Clerk of the Board. In addition to the County's publication of the [Proposed] Amendment No. 13 for the November 16, 2021 consent agenda item, and publication of the Notice of Public Hearing with

[Proposed] Amendment No. 13 in newspapers of general circulation, Waste Management, Inc., will be providing notice of the provisions in Amendment No. 13 in the mail to its residential and commercial customers within unincorporated Monterey County. Further, this Board report, which includes the basis for the proposed provisions, will be published on the County Health Department website which meets the minimum ten (10) day publication requirement in advance of the Public Hearing on the proposed Amendment No. 13.

The Director of Health seeks authorization to execute Amendment No. 13 to the Unified Franchise Agreement A-11631 (UFA) between the County of Monterey and Waste Management, Inc., dba USA Waste of California, Inc., dba Carmel Marina Corporation.

Proposed rate increases for January 1, 2022 are as follows:

- 4.31% increase for the residential customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
- 5.67% increase for the residential customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA);
- 4.31% increase for the commercial customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
- 5.67% increase for the commercial customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA)

The original contract for these services was approved on February 2, 2010 when the Board of Supervisors awarded the exclusive franchise agreement (UFA Agreement A-11631) to Waste Management, Inc., dba USA Waste of California, Inc., dba Carmel Marina Corporation (Waste Management, Inc.) per Title 10, Chapter 10.41 Solid Waste Collection and Disposal of the Monterey County Code. In accordance with article 13.13, Adjustments to Service Rates, Surcharges and Fees of said UFA, the Director of Health requests adoption of a resolution to approve Amendment No. 13 to amend said UFA as previously amended pursuant to Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 (collectively, UFA). Proposed Amendment No. 13 would amend: Article 13.13. and Exhibit 1 to modify the rate adjustment effective January 1, 2022.

Consistent with essential public health service item 6) and pursuant to Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, MCC Section 10.41.030 - Mandatory collection. Subsection A. provides that, "...All solid waste shall be collected from every occupied residence, apartment, or business...at least once a week."

Further, MCC Section 10.41.030. Subsection B. Payment. provides that collection rates shall be established by the Board, as follows:

Residents... and owners of commercial and industrial businesses or the property owners of the property within the designated residential areas or the property on which such businesses are located shall pay the rates established by the Board.

While this work is not directly in support of a Monterey County Health Department 2018-2022



Strategic Plan Initiative, it is in support of one (1) of the ten (10) essential public health services, specifically: 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management has reviewed and approved this Amendment No 13 as to form. The Auditor-Controller's Office has reviewed and approved this Amendment No 13 as to fiscal provisions.

FINANCING:

There is no General Fund Contribution resulting from this Board action. Waste Management, Inc. will continue to remit franchise fees, calculated at ten percent (10%) of collected revenue, to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

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

☐ Administration:

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

☒ Health & Human Services:

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

☐ Infrastructure:

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

☐ Public Safety:

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

Prepared by: Robin Kimball, Management Analyst II, 796-1297

Approved by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

[Proposed] Amendment No 13 and Exhibit 1  
Amendment No 12

Amendment No11  
Amendment No 10  
Amendment No 9  
Amendment No 8  
Amendment No 7  
Amendment No 6  
Amendment No 5  
Amendment No 4  
Amendment No 3  
Amendment No 2  
Amendment No 1  
Agreement



# Monterey County

**Item No.21**

## Board Report

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

**Legistar File Number: RES 21-205**

**November 16, 2021**

**Introduced:** 11/8/2021

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

- a. Set a public hearing for December 7, 2021 at 10:30 a.m. to consider approval of Amendment No. 13 to Unified Franchise Agreement A-11631 between the County of Monterey and Waste Management, Inc. dba USA Waste of California dba Carmel Marina Corp., relating to proposed rates for services and adjustments to current rates; and,
- b. Direct the Clerk of the Board to publish the Notice of Public Hearing in newspapers of general circulation on or before November 26, 2021.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Set a public hearing for December 7, 2021 at 10:30 a.m. to consider approval of Amendment No. 13 to Unified Franchise Agreement A-11631 between the County of Monterey and Waste Management, Inc. dba USA Waste of California dba Carmel Marina Corp., relating to proposed rates for services and adjustments to current rates; and,
- b. Direct the Clerk of the Board to publish the Notice of Public Hearing in newspapers of general circulation on or before November 26, 2021.

### SUMMARY/DISCUSSION:

The Director of Health recommends that the Board of Supervisors set a public hearing for December 7, 2021 and direct publication of notice of said hearing with [Proposed] Amendment No. 13 by the Clerk of the Board pursuant to Government Code Section 66016. Pursuant to the terms of the Unified Franchise Agreement A-11631 (hereafter, "UFA" or "Agreement"), the Director of Health will seek authorization to execute AMENDMENT NO. 13 to said UFA as previously amended pursuant to Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 (collectively, UFA) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation (Waste Management, Inc.).

[Proposed] Amendment No. 13 adjusts the rates of the Unified Franchise Agreement with USA Waste of California, Inc., dba Carmel Marina Corporation (Waste Management, Inc.) effective January 1, 2022.

[Proposed] Amendment No. 13 is published with the Board Report for the November 16, 2021 consent agenda (set hearing) item. Notice of Public Hearing with [Proposed] Amendment No. 13 will be published in newspapers of general circulation on or before November 26, 2021 by the Clerk of the Board. In addition to the County's publication of the [Proposed] Amendment No. 13 for the November 16, 2021 consent agenda item, and publication of the Notice of Public Hearing with

[Proposed] Amendment No. 13 in newspapers of general circulation, Waste Management, Inc., will be providing notice of the provisions in Amendment No. 13 in the mail to its residential and commercial customers within unincorporated Monterey County. Further, this Board report, which includes the basis for the proposed provisions, will be published on the County Health Department website which meets the minimum ten (10) day publication requirement in advance of the Public Hearing on the proposed Amendment No. 13.

The Director of Health seeks authorization to execute Amendment No. 13 to the Unified Franchise Agreement A-11631 (UFA) between the County of Monterey and Waste Management, Inc., dba USA Waste of California, Inc., dba Carmel Marina Corporation.

Proposed rate increases for January 1, 2022 are as follows:

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The original contract for these services was approved on February 2, 2010 when the Board of Supervisors awarded the exclusive franchise agreement (UFA Agreement A-11631) to Waste Management, Inc., dba USA Waste of California, Inc., dba Carmel Marina Corporation (Waste Management, Inc.) per Title 10, Chapter 10.41 Solid Waste Collection and Disposal of the Monterey County Code. In accordance with article 13.13, Adjustments to Service Rates, Surcharges and Fees of said UFA, the Director of Health requests adoption of a resolution to approve Amendment No. 13 to amend said UFA as previously amended pursuant to Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 (collectively, UFA). Proposed Amendment No. 13 would amend: Article 13.13. and Exhibit 1 to modify the rate adjustment effective January 1, 2022.

Consistent with essential public health service item 6) and pursuant to Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, MCC Section 10.41.030 - Mandatory collection. Subsection A. provides that, "...All solid waste shall be collected from every occupied residence, apartment, or business...at least once a week."

Further, MCC Section 10.41.030. Subsection B. Payment. provides that collection rates shall be established by the Board, as follows:

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While this work is not directly in support of a Monterey County Health Department 2018-2022

Legistar File Number: RES 21-205

Strategic Plan Initiative, it is in support of one (1) of the ten (10) essential public health services, specifically: 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management has reviewed and approved this Amendment No 13 as to form. The Auditor-Controller's Office has reviewed and approved this Amendment No 13 as to fiscal provisions.

FINANCING:

There is no General Fund Contribution resulting from this Board action. Waste Management, Inc. will continue to remit franchise fees, calculated at ten percent (10%) of collected revenue, to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

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

☐ Administration:

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

☒ Health & Human Services:

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

☐ Infrastructure:

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

☐ Public Safety:

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

Prepared by: Robin Kimball, Management Analyst II, 796-1297

Approved by:

DocuSigned by:



Date: 11/10/2021 | 9:46 AM PST

C7A30BA59CA8423...

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

[Proposed] Amendment No 13 and Exhibit 1  
Amendment No 12

*Legistar File Number: RES 21-205*

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Amendment No11  
Amendment No 10  
Amendment No 9  
Amendment No 8  
Amendment No 7  
Amendment No 6  
Amendment No 5  
Amendment No 4  
Amendment No 3  
Amendment No 2  
Amendment No 1  
Agreement

AMENDMENT NO. 13  
 To  
 UNIFIED FRANCHISE AGREEMENT  
 For the Exclusive Collection of Solid Waste and  
 Recyclables in Unincorporated Monterey Between  
 COUNTY OF MONTEREY  
 And  
 WASTE MANAGEMENT, INC., DBA  
 USA WASTE OF CALIFORNIA, INC.,  
 DBA CARMEL MARINA  
 CORPORATION

This AMENDMENT NO. 13 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 to edit Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category; AMENDMENT NO. 6 dated April 7, 2017 to amend Exhibit 1 by adding Form 5-B to add organics service and accompanying rates; AMENDMENT NO. 7 dated January 10, 2018 to adjust rates, AMENDMENT NO. 8 dated April 1, 2019 to adjust rates and add contamination penalties, AMENDMENT NO. 9 dated March 2020 to adjust rates; AMENDMENT NO. 10 dated June 8, 2020 to extend the Agreement to August 31, 2020, AMENDMENT NO. 11 dated July 2020 to extend the Agreement to October 31, 2020 and AMENDMENT NO. 12 to extend the Agreement through June 30, 2025 per Article 2 ("Term and Scope of Franchise"), Article 13 ("BILLING AND PAYMENT"), EXHIBIT 1 ("APPROVED RATES AND CHARGES"), and EXHIBIT 2 ("REFUSE RATE INDEX"). (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR")(collectively referred to as the "Parties").

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via AMENDMENT NO. 13 to Article 13 ("BILLING AND PAYMENT"), EXHIBIT 1 ("APPROVED RATES AND CHARGES"),

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Replace Exhibit 1, Approved Rates and Charges, with EXHIBIT 1 [DRAFT] RATES AND CHARGES EFFECTIVE JANUARY 1, 2022 as calculated in the attached rate tables and incorporated by this reference.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 13 and shall continue in full force and effect as set forth in the AGREEMENT.
3. The recitals to this AMENDMENT NO. 13 are hereby incorporated by this reference.



\*\*\*INTENTIONALLY BLANK\*\*\*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 13 on the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

a political subdivision of  
the State of California

**USA WASTE OF CALIFORNIA  
DBA CARMEL MARINA CORP.**

By: \_\_\_\_\_  
Elsa Jimenez, Director of Health  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Area Vice President  
Date: \_\_\_\_\_

Approved as to Form and Legality:  
Office of the County Counsel-Risk Management  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_  
Mary Grace Perry, Deputy County Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant Secretary and  
General Counsel  
Date: \_\_\_\_\_

Approved as to Fiscal Provisions:  
Office of the County Auditor-Controller  
Rupa Shah, Auditor-Controller

By: \_\_\_\_\_  
Rupa Shah, Auditor-Controller  
Date: \_\_\_\_\_

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

# EXHIBIT 1

## EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2022

### FORM 1A

#### COLLECTION SERVICE RATES

Rate Adjustment 4.31%

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the MRWMD. Customers are Serviced One Day per Week**

SOLID WASTE 1ST CONTAINER	MONTHLY RATE	SOLID WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$38.49	CAN (32 GAL)	\$30.76
20 GAL CART	\$32.29	20 GAL CART	\$25.84
35 GAL CART	\$39.26	35 GAL CART	\$31.38
64 GAL CART	\$61.51	64 GAL CART	\$49.20
96 GAL CART	\$76.92	96 GAL CART	\$61.51

Can refers to customer owned 32 gallon container

Above rates include Solid Waste container(s) plus one 64 or 96 gallon Recycling and one 64 or 96 gallon Green Waste cart

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge per Gallon	Un-containerized Material Surcharge (by cart capacity)	Rate On Non- Service Day
CAN (32 GAL)	\$11.42	\$0.77	\$24.64	\$28.56
20 GAL CART	\$9.59	\$0.77	\$15.40	\$23.96
35 GAL CART	\$11.65	\$0.77	\$26.95	\$29.12
64 GAL CART	\$18.24	\$0.77	\$49.28	\$45.63
96 GAL CART	\$22.82	\$0.77	\$73.92	\$57.07

RECYCLING ADDITIONAL CONTAINER	MONTHLY RATE	GREEN WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$19.22	CAN (32 GAL)	\$19.22
35 GAL CART	\$19.59	35 GAL CART	\$19.59
64 GAL CART	\$30.75	64 GAL CART	\$30.75
96 GAL CART	\$38.47	96 GAL CART	\$38.47

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$29.02	Warning Tag plus charge

	MONTHLY RATE	
Backyard Service	\$29.45	1 cart each, MSW, Recycle, Green Waste Cart
Backyard Service	\$9.83	per cart if less than 3 carts or for each additional if more than 3 ca
Difficult to Service	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cart Exchange	\$109.70	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$109.70	one cart per material type at no charge per calendar year
Excess On-Call Collection Capacity	\$76.99	per yard greater than 5 yards, for the included on-call collection
More than One On-Call Collection	\$76.99	per yard, for more than one on-call collection per 12 month period
Un-containerized Material Surcharge	\$0.77	per gallon, per calendar year, 1st occurrence is no charge, 2nd and
Return for Inaccessible Containers	\$76.99	per occurrence if more than 2 times per calendar year
Composting Bin Delivery	\$153.94	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 1B**

**COLLECTION SERVICE RATES**

Rate Adjustment      5.67%

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the SVSWA. Customers are Serviced One Day per Week**

SOLID WASTE 1ST CONTAINER	MONTHLY RATE	SOLID WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$39.70	CAN (32 GAL)	\$31.76
20 GAL CART	\$33.31	20 GAL CART	\$26.65
35 GAL CART	\$40.49	35 GAL CART	\$32.37
64 GAL CART	\$63.50	64 GAL CART	\$50.79
96 GAL CART	\$79.37	96 GAL CART	\$63.50

Can refers to customer owned 32 gallon container

Above rates include Solid Waste container(s) plus one 64 or 96 gallon Recycling and one 64 or 96 gallon Green Waste cart

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge per Gallon	Un-containerized Material Surcharge (by cart capacity)	Rate On Non- Service Day
CAN (32 GAL)	\$11.91	\$0.80	\$25.60	\$29.78
20 GAL CART	\$9.99	\$0.80	\$16.00	\$24.98
35 GAL CART	\$12.15	\$0.80	\$28.00	\$30.37
64 GAL CART	\$19.04	\$0.80	\$51.20	\$47.63
96 GAL CART	\$23.81	\$0.80	\$76.80	\$59.53

RECYCLING ADDITIONAL CONTAINER	MONTHLY RATE	GREEN WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$19.82	CAN (32 GAL)	\$19.82
35 GAL CART	\$20.24	35 GAL CART	\$20.24
64 GAL CART	\$31.74	64 GAL CART	\$31.74
96 GAL CART	\$39.69	96 GAL CART	\$39.69

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$32.42	Warning Tag plus charge

	MONTHLY RATE	
Backyard Service	\$30.38	1 cart each, MSW, Recycle, Green Waste Cart
Backyard Service	\$10.14	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cart Exchange	\$113.21	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$113.21	one cart per material type at no charge per calendar year
Excess On-Call Collection Capacity	\$79.45	per yard greater than 5 yards, for the included on-call collection
More than One On-Call Collection	\$79.45	per yard, for more than one on-call collection per calendar year
Un-containerized Material Surcharge	\$0.80	per gallon, per calendar year, 1st occurrence is no charge, 2nd and subsequent occurrences are charged
Return for Inaccessible Containers	\$79.45	per occurrence if more than 2 times per calendar year
Composting Bin Delivery	\$158.87	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 2A**

**COLLECTION SERVICE RATES**

**Rate Adjustment 4.31%**

**MFD (Multi Family Dwelling & COMMERCIAL CART RATES in the MRWMD**

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
1ST CONTAINER	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$33.86	\$33.86	\$67.72	\$101.58	\$135.44	\$169.30	\$203.16
35 GAL CART	\$41.55	\$41.55	\$83.10	\$124.65	\$166.20	\$207.75	\$249.30
64 GAL CART	\$64.66	\$64.66	\$129.32	\$193.98	\$258.64	\$323.30	\$387.96
96 GAL CART	\$80.06	\$80.06	\$160.12	\$240.18	\$320.24	\$400.30	\$480.36
CAN (32 GAL)	\$40.80	\$40.80	\$81.60	\$122.40	\$163.20	\$204.00	\$244.80

Can refers to customer owned 32 gallon container

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
ADDITIONAL CONTAINER	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$27.09	\$27.09	\$54.18	\$81.27	\$108.36	\$135.45	\$162.54
35 GAL CART	\$33.23	\$33.23	\$66.46	\$99.69	\$132.92	\$166.15	\$199.38
64 GAL CART	\$51.73	\$51.73	\$103.46	\$155.19	\$206.92	\$258.65	\$310.38
96 GAL CART	\$64.03	\$64.03	\$128.06	\$192.09	\$256.12	\$320.15	\$384.18
CAN (32 GAL)	\$32.65	\$32.65	\$65.30	\$97.95	\$130.60	\$163.25	\$195.90

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
20 GAL CART	\$10.03	\$15.40	\$25.11
35 GAL CART	\$12.34	\$26.95	\$30.81
64 GAL CART	\$19.18	\$49.28	\$47.97
96 GAL CART	\$23.75	\$73.92	\$59.38
CAN (32 GAL)	\$12.10	\$24.64	\$30.26

MFD/commercial cart/can customers are eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	Rate per Month	GREEN WASTE SUBSCRIPTION CART	Rate per Month
35 GAL CART	\$20.77	35 GAL CART	N/A
64 GAL CART	\$32.34	64 GAL CART	\$32.34
96 GAL CART	\$40.02	96 GAL CART	\$40.02

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$63.23	Warning Tag plus charge

	MONTHLY RATE	
Roll Out Service:	\$9.83	per cart
Difficult to Service Customers;	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cleaning Fee	\$109.80	per cart per occurrence
Cart Exchange	\$109.80	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$109.80	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$77.06	per yard, Multifamily customers only
Subscription On-Call Capacity	\$77.06	per yard
Un-containerized Material Surcharge	\$0.77	per gallon
Return for Inaccessible Containers	\$77.06	per calendar year. 2 at no charge
Lock Fee	Greater of: \$38.52 or \$15.42	per month per enclosure per month per container
Reactivation Fee	\$38.52	after County approved service suspension
Composting Bin Delivery	\$154.09	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 2B**

**COLLECTION SERVICE RATES**

**Rate Adjustment 5.67%**

**MFD & COMMERCIAL CART RATES in the SVSWA**

SOLID WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$34.95	\$34.95	\$69.90	\$104.85	\$139.80	\$174.75	\$209.70
35 GAL CART	\$42.88	\$42.88	\$85.76	\$128.64	\$171.52	\$214.40	\$257.28
64 GAL CART	\$66.71	\$66.71	\$133.42	\$200.13	\$266.84	\$333.55	\$400.26
96 GAL CART	\$82.62	\$82.62	\$165.24	\$247.86	\$330.48	\$413.10	\$495.72
CAN (32 GAL)	\$42.11	\$42.11	\$84.22	\$126.33	\$168.44	\$210.55	\$252.66

Can refers to customer owned 32 gallon container

SOLID WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$27.93	\$27.93	\$55.86	\$83.79	\$111.72	\$139.65	\$167.58
35 GAL CART	\$34.29	\$34.29	\$68.58	\$102.87	\$137.16	\$171.45	\$205.74
64 GAL CART	\$53.38	\$53.38	\$106.76	\$160.14	\$213.52	\$266.90	\$320.28
96 GAL CART	\$66.08	\$66.08	\$132.16	\$198.24	\$264.32	\$330.40	\$396.48
CAN (32 GAL)	\$33.70	\$33.70	\$67.40	\$101.10	\$134.80	\$168.50	\$202.20

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non- Service Day
20 GAL CART	\$10.49	\$15.40	\$26.21
35 GAL CART	\$12.87	\$26.95	\$32.17
64 GAL CART	\$20.00	\$49.28	\$50.04
96 GAL CART	\$24.78	\$73.92	\$61.96
CAN (32 GAL)	\$12.63	\$24.64	\$31.58

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	MONTHLY RATE	GREEN WASTE SUBSCRIPTION CART	MONTHLY RATE
35 GAL CART	\$21.44	35 GAL CART	N/A
64 GAL CART	\$33.34	64 GAL CART	\$33.34
96 GAL CART	\$41.32	96 GAL CART	\$41.32

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$64.84	Warning Tag plus charge

	MONTHLY RATE	
Roll Out Service:	\$10.14	per cart
Difficult to Service Customers;	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cleaning Fee	\$113.29	per cart per occurrence
Cart Exchange	\$107.47	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$107.47	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$75.42	per yard, Multifamily customers only
Subscription On-Call Capacity	\$75.42	per yard
Un-containerized Material Surcharge	\$0.77	per gallon
Return for Inaccessible Containers	\$75.42	per calendar year. 2 at no charge
Lock Fee	Greater of: \$37.69 or \$15.10	per month per enclosure per month per container
Composting Bin Delivery	\$150.80	per trip
Reactivation Fee	\$37.69	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 2C**

**COLLECTION SERVICE RATES**

**Rate Adjustment 4.31%**

**MFD & COMMERCIAL FOODWASTE CART RATES in the MRWMD**

FOOD WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	Rate per Month, 1x week	1	2	3
64 GAL CART	\$64.66	\$64.66	\$129.32	\$193.98

FOOD WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	Rate per Month, 1x week	1	2	3
64 GAL CART	\$51.73	\$51.73	\$103.46	\$155.19

Food Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
64 GAL CART	\$19.18	\$49.28	\$51.16

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$63.23	Warning Tag plus charge

	Rate per Month	
Roll Out Service:	\$9.83	per cart
Difficult to Service Customers;	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cleaning Fee	\$109.80	per cart per occurrence
Cart Exchange	\$109.80	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$109.80	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$77.06	per yard, Multifamily customers only
Subscription On-Call Capacity	\$77.06	per yard
Un-containerized Material Surcharge	\$0.77	per gallon
Return for Inaccessible Containers	\$77.06	per calendar year. 2 at no charge
Lock Fee	Greater of:	\$38.52 per month per <u>enclosure</u>
	or	\$15.42 per month per <u>container</u>
Composting Bin Delivery	\$154.09	per trip
Reactivation Fee	\$38.52	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded



<b>EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022</b>
<b>FORM 2C</b>

**COLLECTION SERVICE RATES**

<b>Rate Adjustment</b>	<b>5.67%</b>
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<b>MFD &amp; COMMERCIAL FOODWASTE CART RATES in the SVSWA</b>
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FOOD WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK		
1ST CONTAINER	Rate per Month, 1x week	1	2	3
64 GAL CART	\$66.71	\$66.71	\$133.42	\$200.13

FOOD WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK		
ADDITIONAL CONTAINER	Rate per Month, 1x week	1	2	3
64 GAL CART	\$53.38	\$53.38	\$106.76	\$160.14

Food Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
64 GAL CART	\$20.00	\$49.28	\$53.38

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$64.84	Warning Tag plus charge

	MONTHLY RATE	
Roll Out Service:	\$10.14	per cart
Difficult to Service Customers;	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cleaning Fee	\$113.29	per cart per occurrence
Cart Exchange	\$107.47	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$107.47	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$75.42	per yard, Multifamily customers only
Subscription On-Call Capacity	\$75.42	per yard
Un-containerized Material Surcharge	\$0.77	per gallon
Return for Inaccessible Containers	\$75.42	per calendar year. 2 at no charge
Lock Fee	Greater of: or	per month per enclosure per month per container
Composting Bin Delivery	\$150.80	per trip
Reactivation Fee	\$37.69	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 3A**

**COLLECTION SERVICE RATES**

Rate Adjustment **4.31%**

**MFD & COMMERCIAL BIN RATES in the MRWMD**

**SOLID WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$151.83	\$151.83	\$303.66	\$455.49	\$607.32	\$759.15	\$910.98
1.5	\$134.41	\$201.62	\$403.23	\$604.85	\$806.46	\$1,008.08	\$1,209.69
2	\$116.91	\$233.82	\$467.64	\$701.46	\$935.28	\$1,169.10	\$1,402.92
3	\$116.91	\$350.73	\$701.46	\$1,052.19	\$1,402.92	\$1,753.65	\$2,104.38
4	\$112.37	\$449.48	\$898.96	\$1,348.44	\$1,797.92	\$2,247.40	\$2,696.88
6	\$107.81	\$646.86	\$1,293.72	\$1,940.58	\$2,587.44	\$3,234.30	\$3,881.16
8	\$103.25	\$826.00	\$1,652.00	\$2,478.00	\$3,304.00	\$4,130.00	\$4,956.00

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$37.96	\$75.92
\$50.40	\$100.81
\$58.46	\$116.91
\$87.68	\$175.37
\$112.37	\$224.74
\$161.72	\$323.43
\$206.50	\$413.00

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$303.73	\$303.73	\$607.46	\$911.19	\$1,214.92	\$1,518.65	\$1,822.38
2	\$233.88	\$467.76	\$935.52	\$1,403.28	\$1,871.04	\$2,338.80	\$2,806.56
3	\$233.88	\$701.64	\$1,403.28	\$2,104.92	\$2,806.56	\$3,508.20	\$4,209.84
4	\$224.77	\$899.08	\$1,798.16	\$2,697.24	\$3,596.32	\$4,495.40	\$5,394.48
5	\$220.20	\$1,101.00	\$2,202.00	\$3,303.00	\$4,404.00	\$5,505.00	\$6,606.00
6	\$215.64	\$1,293.84	\$2,587.68	\$3,881.52	\$5,175.36	\$6,469.20	\$7,763.04
7	\$211.08	\$1,477.56	\$2,955.12	\$4,432.68	\$5,910.24	\$7,387.80	\$8,865.36
8	\$206.54	\$1,652.32	\$3,304.64	\$4,956.96	\$6,609.28	\$8,261.60	\$9,913.92

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$75.93	\$151.87
\$116.94	\$233.88
\$175.41	\$350.82
\$224.77	\$449.54
\$275.25	\$550.50
\$323.46	\$646.92
\$369.39	\$738.78
\$413.08	\$826.16

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD and Commercial bin customers are eligible for 1/2 of solid waste capacity for recycling bin or cart service at no charge.

Example, (1) 4 cubic yard uncompacted solid waste bin is eligible for one 2 cubic yard recyclables bin at no charge.

Compacted solid waste counts as 2 times uncompacted volume for recycling calculation.

Example, (1) 4 cubic yard compacted solid waste bin is eligible for one 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$61.33	Per yard for greater than no charge calculation above	
Contamination: Greater than 10%	Rate	Recycle Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$126.60	Warning Tag plus charge

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$38.34	\$76.67	\$115.02	\$153.40	\$191.72	\$230.05

Ancillary Services	Rate	Description
Cleaning Fee	\$172.54	per bin per occurrence
Bin Exchange	\$115.02	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$690.16	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$143.79	per yard, Multifamily customers only
Subscription On-Call Capacity	\$143.79	per yard
Un-containerized Material Surcharge	\$153.40	Per yard
Return for Inaccessible Containers	\$76.67	per calendar year: 2 at no charge
Lock Fee	Greater of: \$38.34 or \$15.35	per month per enclosure per month per container
Composting Bin Delivery	\$153.40	per trip
Reactivation Fee	\$38.34	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 3B**

**COLLECTION SERVICE RATES**

**Rate Adjustment 5.67%**

**MFD & COMMERCIAL BIN RATES in the SVSWA**

**SOLID WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$230.47	\$230.47	\$460.94	\$691.41	\$921.88	\$1,152.35	\$1,382.82
1.5	\$207.43	\$311.15	\$622.29	\$933.44	\$1,244.58	\$1,555.73	\$1,866.87
2	\$184.38	\$368.76	\$737.52	\$1,106.28	\$1,475.04	\$1,843.80	\$2,212.56
3	\$177.46	\$532.38	\$1,064.76	\$1,597.14	\$2,129.52	\$2,661.90	\$3,194.28
4	\$170.56	\$682.24	\$1,364.48	\$2,046.72	\$2,728.96	\$3,411.20	\$4,093.44
6	\$163.65	\$981.90	\$1,963.80	\$2,945.70	\$3,927.60	\$4,909.50	\$5,891.40
8	\$156.71	\$1,253.68	\$2,507.36	\$3,761.04	\$5,014.72	\$6,268.40	\$7,522.08

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$57.62	\$115.24
\$77.79	\$155.57
\$92.19	\$184.38
\$133.10	\$266.19
\$170.56	\$341.12
\$245.48	\$490.95
\$313.42	\$626.84

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$460.95	\$460.95	\$921.90	\$1,382.85	\$1,843.80	\$2,304.75	\$2,765.70
2	\$368.74	\$737.48	\$1,474.96	\$2,212.44	\$2,949.92	\$3,687.40	\$4,424.88
3	\$354.92	\$1,064.76	\$2,129.52	\$3,194.28	\$4,259.04	\$5,323.80	\$6,388.56
4	\$341.09	\$1,364.36	\$2,728.72	\$4,093.08	\$5,457.44	\$6,821.80	\$8,186.16
5	\$334.19	\$1,670.95	\$3,341.90	\$5,012.85	\$6,683.80	\$8,354.75	\$10,025.70
6	\$327.29	\$1,963.74	\$3,927.48	\$5,891.22	\$7,854.96	\$9,818.70	\$11,782.44
7	\$320.35	\$2,242.45	\$4,484.90	\$6,727.35	\$8,969.80	\$11,212.25	\$13,454.70
8	\$313.42	\$2,507.36	\$5,014.72	\$7,522.08	\$10,029.44	\$12,536.80	\$15,044.16

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$115.24	\$230.48
\$184.37	\$368.74
\$266.19	\$532.38
\$341.09	\$682.18
\$417.74	\$835.48
\$490.94	\$981.87
\$560.61	\$1,121.23
\$626.84	\$1,253.68

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

MFD and Commercial bin customers are eligible for 1/2 of solid waste capacity for recycling bin or cart service at no charge.

Example, (1) 4 cubic yard uncompacted solid waste bin is eligible for one 2 cubic yard recyclables bin at no charge.

Compacted solid waste counts as 2 times uncompacted volume for recycling calculation.

Example, (1) 4 cubic yard compacted solid waste bin is eligible for one 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$63.85	Per yard for greater than no charge calculation above
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Contamination: Greater than 10%	Rate	Recycle Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$129.69	Warning Tag plus charge

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$39.91	\$79.84	\$119.78	\$159.68	\$199.62	\$239.52

Ancillary Services	Rate	Description
Cleaning Fee	\$179.66	per bin per occurrence
Bin Exchange	\$119.78	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$718.59	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$149.70	per yard, Multifamily customers only
Subscription On-Call Capacity	\$149.70	per yard
Un-containerized Material Surcharge	\$159.68	per yard
Return for Inaccessible Containers	\$79.84	per calendar year. 2 at no charge
Lock Fee	Greater of: \$39.91 or \$15.97	per month per enclosure per month per container
Composting Bin Delivery	\$159.68	per trip
Reactivation Fee	\$39.91	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 3C**

**COLLECTION SERVICE RATES**

**Rate Adjustment 4.31%**

**MFD & COMMERCIAL FOODWASTE BIN RATES in the MRWMD**

**FOOD WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Base Rate for Calculations	1	2	3
2	\$116.91	\$233.82	\$467.64	\$701.46

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$58.46	\$116.91

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Base Rate for Calculations	1	2	3
2	\$233.88	\$467.76	\$935.52	\$1,403.28

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$116.94	\$233.88

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$126.60	Warning Tag plus charge

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$38.34	\$76.67	\$115.02	\$153.40	\$191.72	\$230.05

Ancillary Services	Rate	Description
Cleaning Fee	\$172.54	per bin per occurrence
Bin Exchange	\$115.02	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$690.16	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$143.79	per yard, Multifamily customers only
Subscription On-Call Capacity	\$143.79	per yard
Un-containerized Material Surcharge	\$153.40	per yard
Return for Inaccessible Containers	\$76.67	per calendar year. 2 at no charge
Lock Fee	Greater of: or	per month per enclosure per month per container
Composting Bin Delivery	\$153.40	per trip
Reactivation Fee	\$38.34	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 3C**

**COLLECTION SERVICE RATES**

**Rate Adjustment 5.67%**

**MFD & COMMERCIAL FOODWASTE BIN RATES in the SVSWA**

**FOOD WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Base Rate for Calculations	1	2	3
2	\$184.38	\$368.76	\$737.52	\$1,106.28

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$92.19	\$184.38

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Base Rate for Calculations	1	2	3
2	\$368.74	\$737.48	\$1,474.96	\$2,212.44

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$184.37	\$368.74

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$129.69	Warning Tag plus charge

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$39.91	\$79.84	\$119.78	\$159.68	\$199.62	\$239.52

Ancillary Services	Rate	Description
Cleaning Fee	\$179.66	per bin per occurrence
Bin Exchange	\$119.78	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$718.59	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$149.70	per yard, Multifamily customers only
Subscription On-Call Capacity	\$149.70	per yard
Un-containerized Material Surcharge	\$159.68	per yard
Return for Inaccessible Containers	\$79.84	per calendar year. 2 at no charge
Lock Fee Greater of:	\$39.91	per month per enclosure
or	\$15.97	per month per container
Composting Bin Delivery	\$159.68	per trip
Reactivation Fee	\$39.91	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 4A**

**COLLECTION SERVICE RATES**

**Rate Adjustment      4.31%**

**MFD & COMMERCIAL ROLL-OFF RATES in the MRWMD**

**DROP BOX/ROLLOFF SERVICE - Any material**

**\* NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	<b>\$391.00</b>
7-10	<b>\$425.01</b>
11-20	<b>\$509.99</b>
21-30	<b>\$628.99</b>
31-40	<b>\$765.00</b>
41-50	<b>\$902.55</b>

**\* COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	<b>\$488.74</b>
7-10	<b>\$531.24</b>
11-15	<b>\$584.36</b>
16-20	<b>\$637.50</b>
21-30	<b>\$786.23</b>
31-40	<b>\$956.27</b>
41-50	<b>\$1,126.24</b>

Compacted boxes refers to customer-owned compactors  
Provided on a temporary on-call(1) basis

**\* Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type	Disposal Charge	Unit of Measure
Marina LF MSW	\$72.22	Per Ton
Marina LF C&D	\$22.22	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Marina LF Green/Cannabis	\$46.67	Per Ton
Marina LF Food	\$63.33	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freon)	\$22.22	Each
Marina LF Tires	\$222.22	Per Ton
Marina LF Wood	\$46.67	Per Ton
Marina LF Inert - Concrete	\$11.11	Per Ton
Marina LF Inert- Asphalt	\$1.11	Per Ton
Marina LF Inert - Dirt	\$1.11	Per Ton

Ancillary Services	Rate	Description
Relocation	<b>\$153.40</b>	RO Box relocated at customers current site - per occurrence
Dry Run	<b>\$230.05</b>	trip charge, no haul - per occurrence
Stand By	<b>\$306.74</b>	per hour
Stand By	<b>\$1,840.47</b>	per day - 6 hour maximum
Composting Bin Delivery	<b>\$153.40</b>	per trip
Reactivation Fee	<b>\$38.34</b>	after County approved service suspension
Demurrage Per Day	<b>\$15.17</b>	temporary rental, after five (5) days, not including delivery and removal days
Non-Sufficient Funds	<b>\$25.00</b>	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	<b>1.50%</b>	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 4B**

**COLLECTION SERVICE RATES**

**Rate Adjustment      5.67%**

**MFD & COMMERCIAL ROLL-OFF RATES in the SVSWA**

**DROP BOX/ROLLOFF SERVICE - Any material**

**\*NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	<b>\$389.13</b>
7-10	<b>\$422.99</b>
11-20	<b>\$507.57</b>
21-30	<b>\$626.00</b>
31-40	<b>\$761.34</b>
41-50	<b>\$898.24</b>

**\*COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	<b>\$486.43</b>
7-10	<b>\$528.71</b>
11-15	<b>\$581.60</b>
16-20	<b>\$634.46</b>
21-30	<b>\$782.51</b>
31-40	<b>\$951.71</b>
41-50	<b>\$1,120.88</b>

Compacted boxes refers to customer-owned compactors  
Provided on a temporary on-call(1) basis

**\* Note: All, compacted box and non-compact box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type	Disposal Charge	Unit of Measure
Johnson Canyon LF MSW	\$76.11	Per Ton
Johnson Canyon LF C&D	\$76.11	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Johnson Canyon LF Green/Cannabis	\$53.33	Per Ton
Johnson Canyon LF Mixed Green Food	\$55.56	Per Ton
Johnson Canyon LF White Goods (w/Freon)	\$17.22	Each
Johnson Canyon LF Tires	\$11.11	Each
Johnson Canyon LF Wood	\$53.33	Per Ton
Johnson Canyon LF Inert - Concrete	\$13.33	Per Ton
Johnson Canyon LF Inert- Asphalt	\$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	\$76.11	Per Ton

Ancillary Services	Rate	Description
Relocation	<b>\$159.68</b>	RO Box relocated at customers current site - per occurrence
Dry Run	<b>\$239.52</b>	trip charge, no haul - per occurrence
Stand By	<b>\$319.39</b>	per hour
Stand By	<b>\$1,916.30</b>	per day - 6 hour maximum
Composting Bin Delivery	<b>\$159.68</b>	per trip
Reactivation Fee	<b>\$39.91</b>	after County approved service suspension
Demurrage Per Day	<b>\$15.36</b>	temporary rental, after five (5) days, not including delivery and removal days
Non-Sufficient Funds	<b>\$25.00</b>	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	<b>1.50%</b>	30 days from date of invoice. \$5.00 minimum not compounded



**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022**

**FORM 5**

**COLLECTION SERVICE RATES**

**Rate Adjustment      5.07%**

**TEMPORARY INSTABIN**

**\* COMMERCIAL BINS**

CUBIC YARDS	PER PULL
1	\$142.39
1.5	\$179.00
2	\$215.63
3	\$323.42
4	\$413.21
6	\$592.77
8	\$754.31

\* One time use or special events only

Not to be used for regular or permanent customers

**Customers may keep On-Call Bins for five (5) Work Days, not counting the delivery and removal days.**

Ancillary Services	Rate	Description
Relocation	\$152.57	RO Box relocated at customers current site - per occurrence
Dry Run	\$228.89	trip charge, no haul - per occurrence
Demurrage Per Day	\$15.28	temporary rental, after five (5) days, not including delivery and removal days
Stand By	\$305.17	per hour
Stand By	\$1,830.91	per day - 6 hour maximum
Composting Bin Delivery	\$152.57	per trip
Reactivation Fee	\$38.14	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2022****FORM 6****MAXIMUM RATES****Rate Adjustment      5.07%****EMERGENCY SERVICE RATES****EMPLOYEES**

<b>Labor Position</b>	<b>Hourly Rate</b>
Driver	<b>\$235.10</b>
Supervisor	<b>\$274.29</b>
Helper	<b>\$156.72</b>

**EQUIPMENT**

<b>Equipment Type</b>	<b>Make &amp; Model</b>	<b>Hourly Rate</b>
Side Loader	Autocar	<b>\$235.10</b>
Commercial Front End Loader	Autocar	<b>\$274.29</b>
Rear End Loader	Autocar	<b>\$235.10</b>
Roll Off	Autocar	<b>\$235.10</b>
Flat Bed Truck	Autocar	<b>\$117.55</b>

Collection Vehicle Travel Charge per Mile	<b>\$10.99</b>
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AMENDMENT NO. 12  
 To  
 UNIFIED FRANCHISE AGREEMENT  
 For the Exclusive Collection of Solid Waste and  
 Recyclables in Unincorporated Monterey Between  
 COUNTY OF MONTEREY  
 And  
 USA WASTE OF CALIFORNIA, INC.,  
 DBA CARMEL MARINA  
 CORPORATION

This AMENDMENT NO. 12 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 to edit Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category; AMENDMENT NO. 6 dated April 7, 2017 to amend Exhibit 1 by adding Form 5-B to add organics service and accompanying rates; AMENDMENT NO. 7 dated January 10, 2018 to adjust rates, AMENDMENT NO. 8 dated April 1, 2019 to adjust rates and add contamination penalties, AMENDMENT NO. 9 dated March 2020 to adjust rates; AMENDMENT NO. 10 dated June 8, 2020 to extend the Agreement to August 31, 2020; and AMENDMENT NO. 11 dated July 2020 to extend the Agreement to October 31, 2020 (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey, a political subdivision of the State of California, (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR") (collectively referred to as the "Parties").

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via AMENDMENT NO. 12 to extend the Agreement through June 30, 2025 per Article 2 ("Term and Scope of Franchise"), Article 13 ("BILLING AND PAYMENT"), EXHIBIT 1 ("APPROVED RATES AND CHARGES"), and EXHIBIT 2 ("REFUSE RATE INDEX").

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

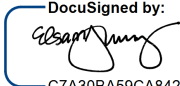
1. Amend Article 2, "Term and Scope of Franchise", at section 2.01 Initial Term of Agreement to read: The initial term of this Agreement for the provision of Collection Services in the Service Area, as set forth in Exhibit 5, shall be for a period commencing on November 1, 2010 and terminating at midnight on June 30, 2025.

2. Replace Exhibit 1, Approved Rates and charges, with EXHIBIT 1— [DRAFT] RATES AND CHARGES EFFECTIVE JANUARY 1, 2021 as calculated in the attached rate tables and incorporated by this reference.
3. Replace Exhibit 2, Refuse Rate Index (RRI), with Exhibit 2A Refuse Rate Index (RRI) which is attached and incorporated by this reference
4. Amend Article 13, Billing and Payment, at section 13.03 Delinquent Service Accounts, by adding the following: CONTRACTOR shall pursue collection efforts for at least sixty (60) days after accounts become delinquent before incorporating them as bad debt into future RRI adjustments. Such collection efforts include sending late payment notices and telephone requests for payment. Additional collection efforts, such as use of third-party collection agencies and Court Collection Actions shall be at the option of CONTRACTOR and not required for inclusion as bad debt in RRI adjustments.
5. Amend Article 13, Billing and Payment, at section 13.04 Minimum Account Collection Procedures, by adding the following: Bad debt shall be incorporated into the RRI as shown in Exhibit 2A until such time as the parties mutually agree to a different mechanism to address bad debt.
6. Amend Article 13, Billing and Payment, at section 13.05 Court Collection Actions, by replacing the first sentence with the following: “At CONTRACTOR’s option, it may pursue litigation against delinquent customers through the State of California, Superior Court of the County of Monterey, or the Small Claims Court, as applicable.”
7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 12 and shall continue in full force and effect as set forth in the AGREEMENT.
8. The recitals to this AMENDMENT NO. 12 are hereby incorporated by this reference.

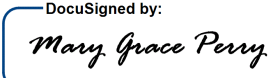
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IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 12 on the last date opposite the respective signatures below.


COUNTY OF MONTEREY

By:  DocuSigned by:  
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Elsa Jimenez, Director of Health  
Date: 12/15/2020 | 11:26 AM PST

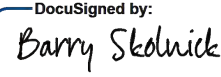
Approved as to form:  
Office of the County Counsel  
Leslie J. Girard, County Counsel

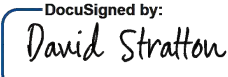
By:  DocuSigned by:  
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Mary Grace Perry, Deputy County Counsel  
Date: 12/15/2020 | 8:12 AM PST

Approved as to fiscal provisions:  
County Auditor-Controller  
Rupa Shah, Auditor-Controller

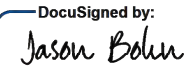
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Gary Giboney, Chief Deputy Auditor-Controller  
Date: 12/15/2020 | 8:21 AM PST

CONTRACTOR: USA WASTE OF  
CALIFORNIA, INC., DBA CARMEL  
MARINA CORPORATION

By:  DocuSigned by:  
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Barry Skolnick, President  
Date: 8/24/2020

By:  DocuSigned by:  
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David Stratton, Vice President and  
Assistant Secretary, CFO or Assistant  
Treasurer  
Date: 8/25/2020

Approved as to form:

By:  DocuSigned by:  
AD7DE486B72A401...  
Jason Bohn, Senior Legal Counsel

Name: \_\_\_\_\_  
Jason Bohn, Senior Legal Counsel  
Date: 8/26/2020

\*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.

## EXHIBIT 1

## EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021

## FORM 1A

## COLLECTION SERVICE RATES

Rate Adjustment 13.50%

## SINGLE FAMILY DWELLING COLLECTION SERVICE in the MRWMD. Customers are Serviced One Day per Week

SOLID WASTE 1ST CONTAINER	MONTHLY RATE	SOLID WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$36.90	CAN (32 GAL)	\$29.49
20 GAL CART	\$30.96	20 GAL CART	\$24.77
35 GAL CART	\$37.64	35 GAL CART	\$30.08
64 GAL CART	\$58.97	64 GAL CART	\$47.17
96 GAL CART	\$73.74	96 GAL CART	\$58.97

Can refers to customer owned 32 gallon container

Above rates include Solid Waste container(s) plus one 64 or 96 gallon Recycling and one 64 or 96 gallon Green Waste cart

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un- containerized Material Surcharge per	Un-containerized Material Surcharge (by cart capacity)	Rate On Non- Service Day
CAN (32 GAL)	\$10.95	\$0.74	\$23.68	\$27.38
20 GAL CART	\$9.19	\$0.74	\$14.80	\$22.97
35 GAL CART	\$11.17	\$0.74	\$25.90	\$27.92
64 GAL CART	\$17.49	\$0.74	\$47.36	\$43.74
96 GAL CART	\$21.88	\$0.74	\$71.04	\$54.71

RECYCLING ADDITIONAL CONTAINER	MONTHLY RATE	GREEN WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$18.43	CAN (32 GAL)	\$18.43
35 GAL CART	\$18.78	35 GAL CART	\$18.78
64 GAL CART	\$29.48	64 GAL CART	\$29.48
96 GAL CART	\$36.88	96 GAL CART	\$36.88

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$28.23	Warning Tag plus charge

	MONTHLY RATE	
Backyard Service	\$28.23	1 cart each, MSW, Recycle, Green Waste Cart
Backyard Service	\$9.42	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cart Exchange	\$105.17	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$105.17	one cart per material type at no charge per calendar year
Excess On-Call Collection Capacity	\$73.81	per yard greater than 5 yards, for the included on-call collection
More than One On-Call Collection	\$73.81	per yard, for more than one on-call collection per 12 month period
Un-containerized Material Surcharge	\$0.74	per gallon, per calendar year, 1st occurrence is no charge, 2nd and 3rd
Return for Inaccessible Containers	\$73.81	per occurrence if more than 2 times per calendar year
Composting Bin Delivery	\$147.58	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 1B****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****SINGLE FAMILY DWELLING COLLECTION SERVICE in the SVSWA. Customers are Serviced One Day per Week**

SOLID WASTE 1ST CONTAINER	MONTHLY RATE	SOLID WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$37.57	CAN (32 GAL)	\$30.05
20 GAL CART	\$31.52	20 GAL CART	\$25.22
35 GAL CART	\$38.32	35 GAL CART	\$30.63
64 GAL CART	\$60.09	64 GAL CART	\$48.06
96 GAL CART	\$75.11	96 GAL CART	\$60.09

Can refers to customer owned 32 gallon container

Above rates include Solid Waste container(s) plus one 64 or 96 gallon Recycling and one 64 or 96 gallon Green Waste cart

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge per Gallon	Un-containerized Material Surcharge (by cart capacity)	Rate On Non- Service Day
CAN (32 GAL)	\$11.27	\$0.76	\$24.32	\$28.18
20 GAL CART	\$9.45	\$0.76	\$15.20	\$23.64
35 GAL CART	\$11.50	\$0.76	\$26.60	\$28.74
64 GAL CART	\$18.02	\$0.76	\$48.64	\$45.07
96 GAL CART	\$22.53	\$0.76	\$72.96	\$56.33

RECYCLING ADDITIONAL CONTAINER	MONTHLY RATE	GREEN WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$18.76	CAN (32 GAL)	\$18.76
35 GAL CART	\$19.15	35 GAL CART	\$19.15
64 GAL CART	\$30.04	64 GAL CART	\$30.04
96 GAL CART	\$37.56	96 GAL CART	\$37.56

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$30.68	Warning Tag plus charge

	MONTHLY RATE	
Backyard Service	\$28.75	1 cart each, MSW, Recycle, Green Waste Cart
Backyard Service	\$9.60	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cart Exchange	\$107.13	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$107.13	one cart per material type at no charge per calendar year
Excess On-Call Collection Capacity	\$75.18	per yard greater than 5 yards, for the included on-call collection
More than One On-Call Collection	\$75.18	per yard, for more than one on-call collection per calendar year
Un-containerized Material Surcharge	\$0.76	per gallon, per calendar year, 1st occurrence is no charge, 2nd and subsequent occurrences are charged
Return for Inaccessible Containers	\$75.18	per occurrence if more than 2 times per calendar year
Composting Bin Delivery	\$150.34	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice. \$5.00 minimum not compounded



## EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021

## FORM 2A

## COLLECTION SERVICE RATES

Rate Adjustment 13.50%

## MFD (Multi Family Dwelling &amp; COMMERCIAL CART RATES in the MRWMD)

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
1ST CONTAINER	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$32.46	\$32.46	\$64.92	\$97.38	\$129.84	\$162.30	\$194.76
35 GAL CART	\$39.83	\$39.83	\$79.66	\$119.49	\$159.32	\$199.15	\$238.98
64 GAL CART	\$61.99	\$61.99	\$123.98	\$185.97	\$247.96	\$309.95	\$371.94
96 GAL CART	\$76.75	\$76.75	\$153.50	\$230.25	\$307.00	\$383.75	\$460.50
CAN (32 GAL)	\$39.11	\$39.11	\$78.22	\$117.33	\$156.44	\$195.55	\$234.66

Can refers to customer owned 32 gallon container

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
ADDITIONAL CONTAINER	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$25.97	\$25.97	\$51.94	\$77.91	\$103.88	\$129.85	\$155.82
35 GAL CART	\$31.86	\$31.86	\$63.72	\$95.58	\$127.44	\$159.30	\$191.16
64 GAL CART	\$49.59	\$49.59	\$99.18	\$148.77	\$198.36	\$247.95	\$297.54
96 GAL CART	\$61.38	\$61.38	\$122.76	\$184.14	\$245.52	\$306.90	\$368.28
CAN (32 GAL)	\$31.30	\$31.30	\$62.60	\$93.90	\$125.20	\$156.50	\$187.80

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
20 GAL CART	\$9.62	\$14.80	\$24.07
35 GAL CART	\$11.83	\$25.90	\$29.54
64 GAL CART	\$18.39	\$47.36	\$45.99
96 GAL CART	\$22.77	\$71.04	\$56.93
CAN (32 GAL)	\$11.60	\$23.68	\$29.01

MFD/commercial cart/can customers are eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	Rate per Month	GREEN WASTE SUBSCRIPTION CART	Rate per Month
35 GAL CART	\$19.91	35 GAL CART	N/A
64 GAL CART	\$31.00	64 GAL CART	\$31.00
96 GAL CART	\$38.37	96 GAL CART	\$38.37

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$60.62	Warning Tag plus charge

	MONTHLY RATE	
Roll Out Service:	\$9.42	per cart
Difficult to Service Customers;	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cleaning Fee	\$105.26	per cart per occurrence
Cart Exchange	\$105.26	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$105.26	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$73.88	per yard, Multifamily customers only
Subscription On-Call Capacity	\$73.88	per yard
Un-containerized Material Surcharge	\$0.74	per gallon
Return for Inaccessible Containers	\$73.88	per calendar year, 2 at no charge
Lock Fee	Greater of: \$36.93 or \$14.78	per month per enclosure per month per container
Reactivation Fee	\$36.93	after County approved service suspension
Composting Bin Delivery	\$147.72	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 2B****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****MFD & COMMERCIAL CART RATES in the SVSWA**

SOLID WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$33.07	\$33.07	\$66.14	\$99.21	\$132.28	\$165.35	\$198.42
35 GAL CART	\$40.58	\$40.58	\$81.16	\$121.74	\$162.32	\$202.90	\$243.48
64 GAL CART	\$63.13	\$63.13	\$126.26	\$189.39	\$252.52	\$315.65	\$378.78
96 GAL CART	\$78.18	\$78.18	\$156.36	\$234.54	\$312.72	\$390.90	\$469.08
CAN (32 GAL)	\$39.85	\$39.85	\$79.70	\$119.55	\$159.40	\$199.25	\$239.10

Can refers to customer owned 32 gallon container

SOLID WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$26.43	\$26.43	\$52.86	\$79.29	\$105.72	\$132.15	\$158.58
35 GAL CART	\$32.45	\$32.45	\$64.90	\$97.35	\$129.80	\$162.25	\$194.70
64 GAL CART	\$50.51	\$50.51	\$101.02	\$151.53	\$202.04	\$252.55	\$303.06
96 GAL CART	\$62.53	\$62.53	\$125.06	\$187.59	\$250.12	\$312.65	\$375.18
CAN (32 GAL)	\$31.89	\$31.89	\$63.78	\$95.67	\$127.56	\$159.45	\$191.34

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non- Service Day
20 GAL CART	\$9.93	\$14.60	\$24.80
35 GAL CART	\$12.18	\$25.55	\$30.44
64 GAL CART	\$18.93	\$46.72	\$47.35
96 GAL CART	\$23.45	\$70.08	\$58.63
CAN (32 GAL)	\$11.95	\$23.36	\$29.88

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	MONTHLY RATE	GREEN WASTE SUBSCRIPTION CART	MONTHLY RATE
35 GAL CART	\$20.29	35 GAL CART	N/A
64 GAL CART	\$31.55	64 GAL CART	\$31.55
96 GAL CART	\$39.10	96 GAL CART	\$39.10

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$61.36	Warning Tag plus charge

	MONTHLY RATE	
Roll Out Service:	\$9.60	per cart
Difficult to Service Customers;	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cleaning Fee	\$107.21	per cart per occurrence
Cart Exchange	\$101.70	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$101.70	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$71.37	per yard, Multifamily customers only
Subscription On-Call Capacity	\$71.37	per yard
Un-containerized Material Surcharge	\$0.73	per gallon
Return for Inaccessible Containers	\$71.37	per calendar year. 2 at no charge
Lock Fee	Greater of: \$35.67 or \$14.29	per month per enclosure per month per container
Composting Bin Delivery	\$142.70	per trip
Reactivation Fee	\$35.67	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 2C****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****MFD & COMMERCIAL FOODWASTE CART RATES in the MRWMD**

FOOD WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	Rate per Month, 1x week	1	2	3
64 GAL CART	\$61.99	\$61.99	\$123.98	\$185.97

FOOD WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	Rate per Month, 1x week	1	2	3
64 GAL CART	\$49.59	\$49.59	\$99.18	\$148.77

Food Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
64 GAL CART	\$18.39	\$47.36	\$49.05

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$60.62	Warning Tag plus charge

	Rate per Month	
Roll Out Service:	\$9.42	per cart
Difficult to Service Customers;	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cleaning Fee	\$105.26	per cart per occurrence
Cart Exchange	\$105.26	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$105.26	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$73.88	per yard, Multifamily customers only
Subscription On-Call Capacity	\$73.88	per yard
Un-containerized Material Surcharge	\$0.74	per gallon
Return for Inaccessible Containers	\$73.88	per calendar year. 2 at no charge
Lock Fee Greater of:	\$36.93	per month per <u>enclosure</u>
	or \$14.78	per month per <u>container</u>
Composting Bin Delivery	\$147.72	per trip
Reactivation Fee	\$36.93	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 2C****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****MFD & COMMERCIAL FOODWASTE CART RATES in the SVSWA**

FOOD WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK		
1ST CONTAINER	Rate per Month, 1x week	1	2	3
64 GAL CART	\$63.13	\$63.13	\$126.26	\$189.39

FOOD WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK		
ADDITIONAL CONTAINER	Rate per Month, 1x week	1	2	3
64 GAL CART	\$50.51	\$50.51	\$101.02	\$151.53

Food Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
64 GAL CART	\$18.93	\$46.72	\$50.51

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$61.36	Warning Tag plus charge

	MONTHLY RATE	
Roll Out Service:	\$9.60	per cart
Difficult to Service Customers;	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cleaning Fee	\$107.21	per cart per occurrence
Cart Exchange	\$101.70	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$101.70	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$71.37	per yard, Multifamily customers only
Subscription On-Call Capacity	\$71.37	per yard
Un-containerized Material Surcharge	\$0.73	per gallon
Return for Inaccessible Containers	\$71.37	per calendar year. 2 at no charge
Lock Fee	Greater of: or	per month per enclosure per month per container
Composting Bin Delivery	\$142.70	per trip
Reactivation Fee	\$35.67	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021

FORM 3A

COLLECTION SERVICE RATES

Rate Adjustment 13.50%

MFD & COMMERCIAL BIN RATES in the MRWMD

SOLID WASTE

NON-COMPACTED BINS

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$145.56	\$145.56	\$291.12	\$436.68	\$582.24	\$727.80	\$873.36
1.5	\$128.86	\$193.29	\$386.58	\$579.87	\$773.16	\$966.45	\$1,159.74
2	\$112.08	\$224.16	\$448.32	\$672.48	\$896.64	\$1,120.80	\$1,344.96
3	\$112.08	\$336.24	\$672.48	\$1,008.72	\$1,344.96	\$1,681.20	\$2,017.44
4	\$107.73	\$430.92	\$861.84	\$1,292.76	\$1,723.68	\$2,154.60	\$2,585.52
6	\$103.36	\$620.16	\$1,240.32	\$1,860.48	\$2,480.64	\$3,100.80	\$3,720.96
8	\$98.98	\$791.84	\$1,583.68	\$2,375.52	\$3,167.36	\$3,959.20	\$4,751.04

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$36.39	\$72.78
\$48.32	\$96.65
\$56.04	\$112.08
\$84.06	\$168.12
\$107.73	\$215.46
\$155.04	\$310.08
\$197.96	\$395.92

COMPACTED BINS

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$291.18	\$291.18	\$582.36	\$873.54	\$1,164.72	\$1,455.90	\$1,747.08
2	\$224.22	\$448.44	\$896.88	\$1,345.32	\$1,793.76	\$2,242.20	\$2,690.64
3	\$224.22	\$672.66	\$1,345.32	\$2,017.98	\$2,690.64	\$3,363.30	\$4,035.96
4	\$215.48	\$861.92	\$1,723.84	\$2,585.76	\$3,447.68	\$4,309.60	\$5,171.52
5	\$211.10	\$1,055.50	\$2,111.00	\$3,166.50	\$4,222.00	\$5,277.50	\$6,333.00
6	\$206.73	\$1,240.38	\$2,480.76	\$3,721.14	\$4,961.52	\$6,201.90	\$7,442.28
7	\$202.36	\$1,416.52	\$2,833.04	\$4,249.56	\$5,666.08	\$7,082.60	\$8,499.12
8	\$198.01	\$1,584.08	\$3,168.16	\$4,752.24	\$6,336.32	\$7,920.40	\$9,504.48

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$72.80	\$145.59
\$112.11	\$224.22
\$168.17	\$336.33
\$215.48	\$430.96
\$263.88	\$527.75
\$310.10	\$620.19
\$354.13	\$708.26
\$396.02	\$792.04

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD and Commercial bin customers are eligible for 1/2 of solid waste capacity for recycling bin or cart service at no charge.  
Example, (1) 4 cubic yard uncompacted solid waste bin is eligible for one 2 cubic yard recyclables bin at no charge.  
Compacted solid waste counts as 2 times uncompacted volume for recycling calculation.  
Example, (1) 4 cubic yard compacted solid waste bin is eligible for one 4 cubic yard recyclables bin at no charge.

ADDITIONAL RECYCLING - BINS

\$58.80	Per yard for greater than no charge calculation above	
Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$121.37	Warning Tag plus charge

PUSH RATES

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$36.76	\$73.50	\$110.27	\$147.06	\$183.80	\$220.55

Ancillary Services	Rate	Description
Cleaning Fee	\$165.41	per bin per occurrence
Bin Exchange	\$110.27	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$661.65	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$137.85	per yard, Multifamily customers only
Subscription On-Call Capacity	\$137.85	per yard
Un-containerized Material Surcharge	\$147.06	Per yard
Return for Inaccessible Containers	\$73.50	per calendar year: 2 at no charge
Lock Fee	Greater of: \$36.76 or \$14.72	per month per enclosure per month per container
Composting Bin Delivery	\$147.06	per trip
Reactivation Fee	\$36.76	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021

FORM 3B

COLLECTION SERVICE RATES

Rate Adjustment 13.50%

MFD & COMMERCIAL BIN RATES in the SVSWA

SOLID WASTE									
NON-COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK						MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6	On routed day	Non routed day
1	\$218.10	\$218.10	\$436.20	\$654.30	\$872.40	\$1,090.50	\$1,308.60	\$54.53	\$109.05
1.5	\$196.29	\$294.44	\$588.87	\$883.31	\$1,177.74	\$1,472.18	\$1,766.61	\$73.61	\$147.22
2	\$174.48	\$348.96	\$697.92	\$1,046.88	\$1,395.84	\$1,744.80	\$2,093.76	\$87.24	\$174.48
3	\$167.93	\$503.79	\$1,007.58	\$1,511.37	\$2,015.16	\$2,518.95	\$3,022.74	\$125.95	\$251.90
4	\$161.40	\$645.60	\$1,291.20	\$1,936.80	\$2,582.40	\$3,228.00	\$3,873.60	\$161.40	\$322.80
6	\$154.86	\$929.16	\$1,858.32	\$2,787.48	\$3,716.64	\$4,645.80	\$5,574.96	\$232.29	\$464.58
8	\$148.30	\$1,186.40	\$2,372.80	\$3,559.20	\$4,745.60	\$5,932.00	\$7,118.40	\$296.60	\$593.20
COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK						MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6	On routed day	Non routed day
1	\$436.20	\$436.20	\$872.40	\$1,308.60	\$1,744.80	\$2,181.00	\$2,617.20	\$109.05	\$218.10
2	\$348.94	\$697.88	\$1,395.76	\$2,093.64	\$2,791.52	\$3,489.40	\$4,187.28	\$174.47	\$348.94
3	\$335.86	\$1,007.58	\$2,015.16	\$3,022.74	\$4,030.32	\$5,037.90	\$6,045.48	\$251.90	\$503.79
4	\$322.78	\$1,291.12	\$2,582.24	\$3,873.36	\$5,164.48	\$6,455.60	\$7,746.72	\$322.78	\$645.56
5	\$316.25	\$1,581.25	\$3,162.50	\$4,743.75	\$6,325.00	\$7,906.25	\$9,487.50	\$395.31	\$790.63
6	\$309.72	\$1,858.32	\$3,716.64	\$5,574.96	\$7,433.28	\$9,291.60	\$11,149.92	\$464.58	\$929.16
7	\$303.15	\$2,122.05	\$4,244.10	\$6,366.15	\$8,488.20	\$10,610.25	\$12,732.30	\$530.51	\$1,061.03
8	\$296.59	\$2,372.72	\$4,745.44	\$7,118.16	\$9,490.88	\$11,863.60	\$14,236.32	\$593.18	\$1,186.36

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD and Commercial bin customers are eligible for 1/2 of solid waste capacity for recycling bin or cart service at no charge.  
Example, (1) 4 cubic yard uncompacted solid waste bin is eligible for one 2 cubic yard recyclables bin at no charge.  
Compacted solid waste counts as 2 times uncompacted volume for recycling calculation.  
Example, (1) 4 cubic yard compacted solid waste bin is eligible for one 4 cubic yard recyclables bin at no charge.

ADDITIONAL RECYCLING - BINS		
\$60.42	Per yard for greater than no charge calculation above	
Contamination: Greater than 10%	Rate	Recycle Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$122.73	Warning Tag plus charge

PUSH RATES					
1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$37.77	\$75.55	\$113.35	\$151.11	\$188.90	\$226.66

Ancillary Services	Rate	Description
Cleaning Fee	\$170.01	per bin per occurrence
Bin Exchange	\$113.35	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$680.01	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$141.66	per yard, Multifamily customers only
Subscription On-Call Capacity	\$141.66	per yard
Un-containerized Material Surcharge	\$151.11	per yard
Return for Inaccessible Containers	\$75.55	per calendar year. 2 at no charge
Lock Fee	Greater of: \$37.77 or \$15.11	per month per enclosure per month per container
Composting Bin Delivery	\$151.11	per trip
Reactivation Fee	\$37.77	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 3C****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****MFD & COMMERCIAL FOODWASTE BIN RATES in the MRWMD****FOOD WASTE****NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Base Rate for Calculations	1	2	3
2	\$112.08	\$224.16	\$448.32	\$672.48

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$56.04	\$112.08

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Base Rate for Calculations	1	2	3
2	\$224.22	\$448.44	\$896.88	\$1,345.32

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$112.11	\$224.22

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$121.37	Warning Tag plus charge

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$36.76	\$73.50	\$110.27	\$147.06	\$183.80	\$220.55

Ancillary Services	Rate	Description
Cleaning Fee	\$165.41	per bin per occurrence
Bin Exchange	\$110.27	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$661.65	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$137.85	per yard, Multifamily customers only
Subscription On-Call Capacity	\$137.85	per yard
Un-containerized Material Surcharge	\$147.06	per yard
Return for Inaccessible Containers	\$73.50	per calendar year. 2 at no charge
Lock Fee	Greater of: or	per month per enclosure per month per container
Composting Bin Delivery	\$147.06	per trip
Reactivation Fee	\$36.76	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded



**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 3C****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****MFD & COMMERCIAL FOODWASTE BIN RATES in the SVSWA****FOOD WASTE****NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Base Rate for Calculations	1	2	3
2	\$174.48	\$348.96	\$697.92	\$1,046.88

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$87.24	\$174.48

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Base Rate for Calculations	1	2	3
2	\$348.94	\$697.88	\$1,395.76	\$2,093.64

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$174.47	\$348.94

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$122.73	Warning Tag plus charge

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$37.77	\$75.55	\$113.35	\$151.11	\$188.90	\$226.66

Ancillary Services	Rate	Description
Cleaning Fee	\$170.01	per bin per occurrence
Bin Exchange	\$113.35	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$680.01	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$141.66	per yard, Multifamily customers only
Subscription On-Call Capacity	\$141.66	per yard
Un-containerized Material Surcharge	\$151.11	per yard
Return for Inaccessible Containers	\$75.55	per calendar year. 2 at no charge
Lock Fee Greater of:	\$37.77	per month per enclosure
or	\$15.11	per month per container
Composting Bin Delivery	\$151.11	per trip
Reactivation Fee	\$37.77	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 4A****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****MFD & COMMERCIAL ROLL-OFF RATES in the MRWMD****DROP BOX/ROLLOFF SERVICE - Any material****\* NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	<b>\$374.85</b>
7-10	<b>\$407.45</b>
11-20	<b>\$488.92</b>
21-30	<b>\$603.00</b>
31-40	<b>\$733.39</b>
41-50	<b>\$865.26</b>

**\* COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	<b>\$468.55</b>
7-10	<b>\$509.29</b>
11-15	<b>\$560.22</b>
16-20	<b>\$611.16</b>
21-30	<b>\$753.75</b>
31-40	<b>\$916.76</b>
41-50	<b>\$1,079.71</b>

Compacted boxes refers to customer-owned compactors  
 Provided on a temporary on-call(1) basis

**\* Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type	Disposal Charge	Unit of Measure
Marina LF MSW	\$72.22	Per Ton
Marina LF C&D	\$22.22	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Marina LF Green	\$46.67	Per Ton
Marina LF Food	\$63.33	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freon)	\$22.22	Each
Marina LF Tires	\$222.22	Per Ton
Marina LF Wood	\$44.44	Per Ton
Marina LF Inert - Concrete	\$11.11	Per Ton
Marina LF Inert- Asphalt	\$1.11	Per Ton
Marina LF Inert - Dirt	\$1.11	Per Ton

Ancillary Services	Rate	Description
Relocation	<b>\$147.06</b>	RO Box relocated at customers current site - per occurrence
Dry Run	<b>\$220.55</b>	trip charge, no haul - per occurrence
Stand By	<b>\$294.07</b>	per hour
Stand By	<b>\$1,764.43</b>	per day - 6 hour maximum
Composting Bin Delivery	<b>\$147.06</b>	per trip
Reactivation Fee	<b>\$36.76</b>	after County approved service suspension
Demurrage Per Day	<b>\$14.54</b>	temporary rental, after five (5) days, not including delivery and removal days
Non-Sufficient Funds	<b>\$25.00</b>	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	<b>1.50%</b>	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 4B****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****MFD & COMMERCIAL ROLL-OFF RATES in the SVSWA****DROP BOX/ROLLOFF SERVICE - Any material****\*NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	<b>\$368.24</b>
7-10	<b>\$400.28</b>
11-20	<b>\$480.32</b>
21-30	<b>\$592.39</b>
31-40	<b>\$720.46</b>
41-50	<b>\$850.01</b>

**\*COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	<b>\$460.31</b>
7-10	<b>\$500.32</b>
11-15	<b>\$550.37</b>
16-20	<b>\$600.39</b>
21-30	<b>\$740.49</b>
31-40	<b>\$900.61</b>
41-50	<b>\$1,060.70</b>

Compacted boxes refers to customer-owned compactors  
 Provided on a temporary on-call(1) basis

**\* Note: All, compacted box and non-compact box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type	Disposal Charge	Unit of Measure
Johnson Canyon LF MSW	\$76.11	Per Ton
Johnson Canyon LF C&D	\$64.44	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Johnson Canyon LF Green	\$47.78	Per Ton
Marina LF Food Waste	\$63.33	Per Ton
Johnson Canyon LF Clean Culls	\$15.56	Per Ton
Johnson Canyon LF White Goods (w/Freon)	\$17.22	Each
Johnson Canyon LF Tires	\$11.11	Each
Johnson Canyon LF Wood	\$40.28	Per Ton
Johnson Canyon LF Inert - Concrete	\$11.11	Per Ton
Johnson Canyon LF Inert- Asphalt	\$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	\$17.78	Per Ton

Ancillary Services	Rate	Description
<b>Relocation</b>	<b>\$151.11</b>	RO Box relocated at customers current site - per occurrence
<b>Dry Run</b>	<b>\$226.66</b>	trip charge, no haul - per occurrence
<b>Stand By</b>	<b>\$302.24</b>	per hour
<b>Stand By</b>	<b>\$1,813.41</b>	per day - 6 hour maximum
<b>Composting Bin Delivery</b>	<b>\$151.11</b>	per trip
<b>Reactivation Fee</b>	<b>\$37.77</b>	after County approved service suspension
<b>Demurrage Per Day</b>	<b>\$14.54</b>	temporary rental, after five (5) days, not including delivery and removal days
<b>Non-Sufficient Funds</b>	<b>\$25.00</b>	Check returned unpaid by financial institution
<b>Late Payment Fee (unpaid invoices)</b>	<b>1.50%</b>	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 5****COLLECTION SERVICE RATES****Rate Adjustment 13.50%****TEMPORARY INSTABIN****\* COMMERCIAL BINS**

CUBIC YARDS	PER PULL
1	\$135.52
1.5	\$170.36
2	\$205.22
3	\$307.81
4	\$393.27
6	\$564.16
8	\$717.90

\* One time use or special events only

Not to be used for regular or permanent customers

**Customers may keep On-Call Bins for five (5) Work Days, not counting the delivery and removal days.**

Ancillary Services	Rate	Description
Relocation	\$145.21	RO Box relocated at customers current site - per occurrence
Dry Run	\$217.84	trip charge, no haul - per occurrence
Demurrage Per Day	\$14.54	temporary rental, after five (5) days, not including delivery and removal days
Stand By	\$290.44	per hour
Stand By	\$1,742.54	per day - 6 hour maximum
Composting Bin Delivery	\$145.21	per trip
Reactivation Fee	\$36.30	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2021****FORM 6****MAXIMUM RATES****Rate Adjustment 13.50%****EMERGENCY SERVICE RATES****EMPLOYEES**

<b>Labor Position</b>	<b>Hourly Rate</b>
Driver	<b>\$223.75</b>
Supervisor	<b>\$261.05</b>
Helper	<b>\$149.16</b>

**EQUIPMENT**

<b>Equipment Type</b>	<b>Make &amp; Model</b>	<b>Hourly Rate</b>
Side Loader	Autocar	<b>\$223.75</b>
Commercial Front End Loader	Autocar	<b>\$261.05</b>
Rear End Loader	Autocar	<b>\$223.75</b>
Roll Off	Autocar	<b>\$223.75</b>
Flat Bed Truck	Autocar	<b>\$111.88</b>

Collection Vehicle Travel Charge per Mile	<b>\$10.46</b>
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EXHIBIT 2A  
Refuse Rate Index (RRI)

The “Refuse Rate Index” adjustment shall be calculated in the following manner:

The expenses of collection services for the designated review period shall be prepared in a format set forth in the Operating Cost Statement, provided below.

The expenses of collection services shall be broken down into the following major Cost Categories: Labor, CNG/Diesel Fuel, Vehicle Replacement, Vehicle Maintenance, All Other, Bad Debt and Disposal.

The Data Sources below will be used to calculate the “RRI Percentage Change” for each Cost Category. The RRI Percentage Change will be based on the year over year 12-month average change ending in June. For example, if the rate adjustment is to be implemented January 1, 2022, the RRI Percentage Change will be based upon the year over year 12-month average change from June 2020 to June 2021. In the event any index is discontinued, a successor index shall be selected by the parties that is most closely equivalent to the discontinued index as recommended by the BLS. The Disposal cost categories are based on the change in the most recent disposal rates per ton available compared to the disposal rates included in the previous year’s RRI calculation.

For each RRI adjustment, each Cost Category will be assigned an Item Weight percentage based on its proportionate share of all expenses in the Operating Cost Statement for Carmel Marina Corporation (CMC) for 12 months ending June. For example, if the rate adjustment is implemented on January 1, 2022, the Item Weight percentage will be based upon the Operating Cost Statement for the 12-month period ending June 30, 2021.

The Weighted Percentage Change for each Cost Category will equal the Percentage Change from the RRI Index multiplied by its Item Weight.

The Total Price Increase will be the sum of each Cost Category’s Weighted Percentage Change.

## EXHIBIT 2A

For Example Purposes Only:

Price Adjustment Effective 1/1/xx	Combined Total			
Operating Costs	12-months ending Financials	% Change from RRI Index	Item Weight	Weighted % Change
Labor:	\$8,400,000	2.04%	30.3%	0.62%
Diesel Fuel:	\$150,000	3.00%	0.54%	0.02%
CNG Fuel:	\$370,000	2.00%	1.33%	0.03%
Vehicle Replacement:	\$1,900,000	3.38%	6.84%	0.23%
Vehicle Maintenance:	\$1,600,000	2.66%	5.76%	0.15%
All Other:	\$6,900,000	3.97%	24.86%	0.99%
Bad Debt:	\$1,100,000	12.24%	3.96%	0.49%
		% Change in Disposal Cost per Ton		
AB 939	\$600,000	2.00%	2.16%	0.04%
Disposal Cost: (SFD, MFD, and Commercial Cart Services in MRWMD)	\$1,000,000	3.23%	3.60%	0.12%
Disposal Cost: (SFD, MFD, and Commercial Cart Services in SVSWA)	\$1,300,000	4.35%	4.68%	0.20%
Disposal Cost: (MFD Bin, Commercial Bin, Roll-Off, and Large Venue Events Services in the MRWMD)	\$1,400,000	3.23%	5.04%	0.16%
Disposal Cost: (MFD Bin, Commercial Bin, Roll-Off, and Large Venue Events Services in the SVSWA)	\$2,400,000	4.35%	8.65%	0.38%
Recycling Processing Fee	\$640,000	5.00%	2.31%	0.12%
	\$7,340,000			Combined
Total	\$27,760,000		100%	3.42%
Disposal recapture eff 7/1 @\$65 projected revenue \$29M	\$107,317			0.37%
Disposal recapture eff 7/1 @\$65 projected revenue \$29M	\$192,073			0.66%
Total Price Increase				4.08%
	Base	current year	Incr/Decr	% change
Bad Debt	\$980,000	\$1,100,000	\$120,000	12.24%
MRWMD Tip Fees per Ton - Marina LF	Prior Rate	New Rate	Incr/Decr	% change
MSW - Marina LF Eff 7/1/21	\$62.00	\$64.00	\$2.00	3.23%
SVSWA Tip Fees per Ton - Johnson Canyon LF				
MSW - Johnson Canyon LF Eff 7/1/21	\$86.25	\$90.00	\$3.75	4.35%
Recycling Processing Fee				
MSW - Marina LF/MRF Eff 7/1/21	\$40.00	\$42.00	\$2.00	5.00%



## EXHIBIT 2A

**Operating Cost Statement:**

The following costs will be included in the Operating Cost Statement from the Carmel Marina Corporation (CMC) financial statement

Labor and Benefits:	<p>All labor accounts for Salaries, Wages – hourly &amp; overtime, Bonuses, Commissions, Other Compensation, Compensated Absences &amp; Vacation, Severance, Health &amp; Welfare Insurance Premiums, Pension &amp; Retirement Benefits, Workers Compensation costs, Payroll Taxes Other employee costs including safety gear, related to the services provided under this Contract. Employment, Hours, and Earnings from the Current Employment Statistics survey (National). Series Id: CEU6056210008</p>
Diesel	<p>Diesel Fuel Costs Diesel-Producer Price Index-Commodities. Series Id: WPU057303.</p>
CNG Fuel:	<p>CNG fuel costs. CNG-Pacific Gas &amp; Electric Company. Schedule G-NGV1</p>
Vehicle Replacement:	<p>Collection and collection related vehicle depreciation accounts. Vehicle lease and rental accounts related to collection or collection related vehicles. Producer Price Index-Commodities. Series Id: WPU141301</p>
Vehicle Maintenance:	<p>All collection and collection related vehicle paint, Tires, Parts &amp; Supplies, Lubricants, Third Party Services, Other Maintenance accounts. Vehicle Maintenance Series ID pcu336211336211</p>
All Other:	<p>All other expense accounts related to the services provided under this Agreement not included above. This category includes, but not limited to, all insurance (e.g., general liability, fire, truck damage, and extended coverage); rent on property; truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; printing; postage; trade association dues and subscription; seminars &amp; education; advertising; travel costs; taxes; and miscellaneous other items. Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted. BLS Series ID CUUR0000SEHG</p>

## EXHIBIT 2A

Bad Debt	Bad debt expense reflected in the annual review by a third party of CMC's financial statements. Third Party review of CMC's annual financial statements.
AB939 Fees	Based on the Exhibit provided by Salinas Valley Solid Waste Authority
Disposal	All disposal accounts per the Exhibit above.

AMENDMENT NO. 11  
 To  
 UNIFIED FRANCHISE AGREEMENT  
 For the Exclusive Collection of Solid Waste and  
 Recyclables in Unincorporated Monterey Between  
 COUNTY OF MONTEREY  
 And  
 USA WASTE OF CALIFORNIA, INC.,  
 DBA CARMEL MARINA  
 CORPORATION

This AMENDMENT NO. 11 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 to edit Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category; AMENDMENT NO. 6 dated April 7, 2017 to amend Exhibit 1 by adding Form 5-B to add organics service and accompanying rates; AMENDMENT NO. 7 dated January 10, 2018 to adjust rates, AMENDMENT NO. 8 dated April 1, 2019 to adjust rates and add contamination penalties, AMENDMENT NO. 9 dated March 2020 to adjust rates; and AMENDMENT NO. 10 dated June 8, 2020 to extend the AGREEMENT to August 31, 2020 (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR")(collectively referred to as the "Parties").

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via AMENDMENT NO. 11 to extend the AGREEMENT through October 31, 2020 per Article 2 ("Term and Scope of Franchise").

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 2, "Term and Scope of Franchise", at section 2.01 Initial Term of Agreement to read: The initial term of this Agreement for the provision of Collection Services in the Service Area, as set forth in Exhibit 5, shall be for a period commencing on November 1, 2010 and terminating at midnight on October 31, 2020.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 11 and shall continue in full force and effect as set forth in the AGREEMENT.
3. The recitals to this AMENDMENT NO. 11 are hereby incorporated by this reference.

\*\*\*INTENTIONALLY BLANK\*\*\*

UFA 2/1/10-10/31/2020

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 11 on the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

a political subdivision of  
the State of California

By: \_\_\_\_\_

Elsa Jimenez, Director of Health

Date: \_\_\_\_\_

Approved as to Form:

Office of the County Counsel

Leslie J. Girard, County Counsel

By: \_\_\_\_\_

Mary Grace Perry, Deputy County Counsel

Date: \_\_\_\_\_

**USA WASTE OF CALIFORNIA, Inc****DBA CARMEL MARINA CORP.**

DocuSigned by:  
*Barry Skolnick*  
By: 2A640847CE8F475...  
Barry Skolnick, President

Date: 7/14/2020

DocuSigned by:  
*David Stratton*  
By: BE615D4CF38244B...  
David Stratton, Vice President and Assistant  
Secretary, CFO or Assistant Treasurer

Date: 8/11/2020

*Jason Bohn*  
By: \_\_\_\_\_  
Jason Bohn, Senior Legal Counsel  
Date: 8-21-20

Approved as to Fiscal Provisions:

Office of the County Auditor-Controller

Rupa Shah, Auditor-Controller

By: \_\_\_\_\_

Rupa Shah, Auditor-Controller

Date: \_\_\_\_\_

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Amendment No.10  
To  
UNIFIED FRANCHISE AGREEMENT  
For the Exclusive Collection of Solid Waste and  
Recyclables in Unincorporated Monterey County of  
Monterey  
By & Between  
COUNTY OF MONTEREY  
And  
WASTE MANAGEMENT, INC., DBA  
USA WASTE OF CALIFORNIA, INC.,  
DBA CARMEL MARINA  
CORPORATION

This AMENDMENT NO. 10 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 edited Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category; AMENDMENT NO. 6 dated April 7, 2017 amended Exhibit 1 by adding Form 5-B to add organics service and accompanying rates; AMENDMENT NO. 7 dated January 10, 2019 to adjust rates ; AMENDMENT NO. 8 dated April 1, 2019 to adjust rates; AMENDMENT NO. 9 dated March, 2020 to adjust rates, (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR")(collectively referred to as the "Parties").

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 10 to extend the term through August 31, 2020.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend at Article 2 at 2.01, TERM AND SCOPE OF FRANCHISE, "The initial term of this Agreement for the provision of Collection Services in the Service Area, as set forth in Exhibit A, shall be for a period commencing on November 1, 2010 and terminating at midnight on August 31, 2020."
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 10 and shall continue in full force and effect as set forth in the AGREEMENT.
3. The recitals to this Amendment No. 10 are hereby incorporated by this reference.

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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the last date opposite the respective signatures below.

**MONTEREY COUNTY**

**CONTRACTOR— WASTE  
MANAGEMENT, INC., dba USA WASTE  
OF CALIFORNIA dba CARMEL  
MARINA CORP.**

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Fiscal Provisions:

*Burcu Mousa*

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 6/5/2020 | 4:40 PM PDT

\_\_\_\_\_  
Approved as to Liability Provisions:

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form:

*Mary Grace Perry: Perry.M@co.monterey.ca.us*

\_\_\_\_\_  
Deputy County Counsel

Dated: 6/2/2020 | 1:25 PM PDT

DocuSigned by:  
*Barry Skolnick*  
By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Barry Skolnick President

\_\_\_\_\_  
Printed Name and Title

4/8/2020

Dated: \_\_\_\_\_

DocuSigned by:  
*David Stratton*  
By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer) \*

David Stratton Vice President and Assistant

\_\_\_\_\_  
Printed Name and Title

4/8/2020

Dated: \_\_\_\_\_

DocuSigned by:  
*Elsa Jimenez*  
\_\_\_\_\_  
C7A30BA59CA8423...  
Elsa Jimenez

Director of Health

6/8/2020 | 3:45 PM 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) 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. 9

To  
**UNIFIED FRANCHISE AGREEMENT**  
 For the Exclusive Collection of Solid Waste and  
 Recyclables in Unincorporated Monterey County of  
 Monterey  
 By & Between  
**COUNTY OF MONTEREY**  
 And  
**WASTE MANAGEMENT, INC., DBA**  
**USA WASTE OF CALIFORNIA, INC.,**  
**DBA CARMEL MARINA**  
**CORPORATION**

This AMENDMENT NO. 9 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 edited Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category; AMENDMENT NO. 6 dated April 7, 2017 amended Exhibit 1 by adding Form 5-B to add organics service and accompanying rates; AMENDMENT NO. 7 dated January 10, 2018 to adjust rates, AMENDMENT NO. 8 dated April 1, 2019 to adjust rates and add contamination fees (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR")(collectively referred to as the "Parties").

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via AMENDMENT NO. 9 effective January 1, 2020 to adjust rates in accordance with the Unified Franchise Agreement for current services provided by the CONTRACTOR.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 13, at Section 13.13 (and incorporating Section 13.15) "Adjustments to Service Rates, Surcharges and Fees" to replace the referenced Exhibit 1 "Approved Rates and Charges" approved and adopted pursuant to the Unified Franchise Agreement dated February 9, 2010, AMENDMENT NO. 1, AMENDMENT NO. 2, AMENDMENT NO. 3, AMENDMENT NO. 4, AMENDMENT NO. 5, AMENDMENT NO. 6 AMENDMENT NO. 7, and AMENDMENT NO. 8 with the new Exhibit 1 "Approved Rates and Charges" attached and incorporated by this reference and approved and adopted pursuant to this AMENDMENT NO. 9.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 9 and shall continue in full force and effect as set forth in the AGREEMENT.

UFA 2/1/10-6/30/2020

3. The recitals to this AMENDMENT NO. 9 are hereby incorporated by this reference.

**\*\*\*Intentionally Blank\*\*\***

UFA 2/1/10-6/30/2020

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 9 on the last date opposite the respective signatures below.

**MONTEREY COUNTY**

**CONTRACTOR— WASTE  
MANAGEMENT, INC., dba USA WASTE  
OF CALIFORNIA dba CARMEL  
MARINA CORP.**

\_\_\_\_\_  
Contracts/Purchasing Officer

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

Barry Skolnick, President  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 11-20-19

\_\_\_\_\_  
Deputy Auditor/Controller

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer) \*

Dated: \_\_\_\_\_

*Approved as to Liability Provisions:*

David Stratton, Asst. Sec.  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: 11-20-19

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

\*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.

UFA 2/1/10-6/30/2020

Amendment No. 8  
To  
UNIFIED FRANCHISE AGREEMENT  
For the Exclusive Collection of Solid Waste and  
Recyclables in Unincorporated Monterey County of  
Monterey  
By & Between  
COUNTY OF MONTEREY  
And  
WASTE MANAGEMENT, INC., DBA  
USA WASTE OF CALIFORNIA, INC.,  
DBA CARMEL MARINA  
CORPORATION

This AMENDMENT NO. 8 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 edited Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category; AMENDMENT NO. 6 dated April 7, 2017 amended Exhibit 1 by adding Form 5-B to add organics service and accompanying rates; AMENDMENT NO. 7 dated January 10, 2019 to adjust rates, (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR")(collectively referred to as the "Parties").

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 8 effective January 1, 2019 to adjust rates in accordance with the Unified Franchise Agreement for current services provided by the CONTRACTOR; add language which allows for a fee for contamination of recyclable material in amounts greater than 10%.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend at Article 1.30.1 to include, Contaminated Recyclable Material. "Recyclable material [bins/carts] as defined by section 1.75 below, containing material other than such material (i.e. containing solid waste or non-recyclable material comingled with recyclables) in quantities greater than 10% as observed and documented by CONTRACTOR personnel."
2. Amend Article 13, at Section 13.13 Adjustments to Service Rates, Surcharges and Fees to replace the referenced Exhibit 1 "Approved Rates and Charges" approved and adopted pursuant to the Unified Franchise Agreement dated February 9, 2010, AMENDMENT No. 1, AMENDMENT No. 2, AMENDMENT No. 3,

1 of 3

AMENDMENT No. 4, AMENDMENT No. 5, AMENDMENT NO. 6 and AMENDMENT No. 7 with the new Exhibit 1 "Approved Rates and Charges" attached and incorporated by this reference and approved and adopted pursuant to this AMENDMENT No. 8; and add the following "CONTRACTOR shall provide a written warning to customer for Contaminated Recyclable material if contamination is greater than 10%. CONTRACTOR shall notify customer in writing for the second and subsequent offenses and may charge a fee [Exhibit 1] for the second and subsequent offenses."

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 8 and shall continue in full force and effect as set forth in the AGREEMENT.
4. The recitals to this Amendment No. 8 are hereby incorporated by this reference.

\*\*\*Intentionally Blank\*\*\*



IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the last date opposite the respective signatures below.

**MONTEREY COUNTY**

**CONTRACTOR— WASTE  
MANAGEMENT, INC., dba USA WASTE  
OF CALIFORNIA dba CARMEL  
MARINA CORP.**

\_\_\_\_\_  
Contracts/Purchasing Officer

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

Barry Skolnick, President  
Printed Name and Title

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 11-13-18

Dated: 11/26/18

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer) \*

*Approved as to Liability Provisions:*

David Stratton, Asst. Sec.  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: 11-13-18

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: 1-25-2019

\*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) 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.

for  
Health Director  
04/01/2019

## EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019

## FORM 1A

## COLLECTION SERVICE RATES

Rate Adjustment 4.74%

SINGLE FAMILY DWELLING COLLECTION SERVICE in the MRWMD. Customers are Serviced One Day per Week

SOLID WASTE  
1ST CONTAINER

	MONTHLY RATE
CAN (32 GAL)	\$30.43
20 GAL CART	\$25.54
35 GAL CART	\$31.04
64 GAL CART	\$48.64
96 GAL CART	\$60.82

SOLID WASTE  
ADDITIONAL CONTAINER

	MONTHLY RATE
CAN (32 GAL)	\$24.32
20 GAL CART	\$20.43
35 GAL CART	\$24.81
64 GAL CART	\$38.91
96 GAL CART	\$48.64

Can refers to customer owned 32 gallon container

Above rates include Solid Waste container(s) plus one 64 or 96 gallon Recycling and one 64 or 96 gallon Green Waste cart

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge per Gallon	Un-containerized Material Surcharge (by cart capacity)	Rate On Non- Service Day
CAN (32 GAL)	\$9.03	\$0.60	\$19.20	\$22.58
20 GAL CART	\$7.58	\$0.60	\$12.00	\$18.95
35 GAL CART	\$9.21	\$0.60	\$21.00	\$23.03
64 GAL CART	\$14.43	\$0.60	\$38.40	\$36.08
96 GAL CART	\$18.05	\$0.60	\$57.60	\$45.12

RECYCLING  
ADDITIONAL CONTAINER

	MONTHLY RATE
CAN (32 GAL)	\$15.20
35 GAL CART	\$15.49
64 GAL CART	\$24.31
96 GAL CART	\$30.42

## GREEN WASTE

	MONTHLY RATE
CAN (32 GAL)	\$15.20
35 GAL CART	\$15.49
64 GAL CART	\$24.31
96 GAL CART	\$30.42

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$25.00	Warning Tag plus charge

	MONTHLY RATE	
Backyard Service	\$23.28	1 cart each, MSW, Recycle, Green Waste Cart
Backyard Service	\$7.77	per cart if less than 3 carts or for each additional if more than 3 cart
Difficult to Service	150%	of Monthly Rate

Ancillary Services	Rate	Description
Cart Exchange	\$86.74	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$86.74	one cart per material type at no charge per calendar year
Excess On-Call Collection Capacity	\$60.88	per yard greater than 5 yards, for the included on-call collection
More than One On-Call Collection	\$60.88	per yard, for more than one on-call collection per 12 month period
Un-containerized Material Surcharge	\$0.61	per gallon, per calendar year, 1st occurrence is no charge, 2nd and 3rd
Return for Inaccessible Containers	\$60.88	per occurrence if more than 2 times per calendar year
Composting Bin Delivery	\$121.73	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title David Stratton, VPSignature: [Signature]Date: 2-13-19Name & Title Barry Skolnick, PresidentSignature: [Signature]Date: 2-13-19



**EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019**

**FORM 1B**

**COLLECTION SERVICE RATES**

Rate Adjustment 1.76%

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the SVSWA. Customers are Serviced One Day per Week**

SOLID WASTE 1ST CONTAINER	MONTHLY RATE	SOLID WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$30.61	CAN (32 GAL)	\$24.49
20 GAL CART	\$25.68	20 GAL CART	\$20.55
35 GAL CART	\$31.22	35 GAL CART	\$24.96
64 GAL CART	\$48.96	64 GAL CART	\$39.15
96 GAL CART	\$61.20	96 GAL CART	\$48.96

Can refers to customer owned 32 gallon container

Above rates include Solid Waste container(s) plus one 64 or 96 gallon Recycling and one 64 or 96 gallon Green Waste cart

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge per Gallon	Un-containerized Material Surcharge (by cart capacity)	Rate On Non- Service Day
CAN (32 GAL)	\$9.18	\$0.62	\$19.84	\$22.96
20 GAL CART	\$7.70	\$0.62	\$12.40	\$19.26
35 GAL CART	\$9.37	\$0.62	\$21.70	\$23.42
64 GAL CART	\$14.69	\$0.62	\$39.68	\$36.72
96 GAL CART	\$18.36	\$0.62	\$59.52	\$45.90

RECYCLING ADDITIONAL CONTAINER	MONTHLY RATE	GREEN WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$15.29	CAN (32 GAL)	\$15.29
35 GAL CART	\$15.60	35 GAL CART	\$15.60
64 GAL CART	\$24.48	64 GAL CART	\$24.48
96 GAL CART	\$30.60	96 GAL CART	\$30.60

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$25.00	Warning Tag plus charge

	MONTHLY RATE	
Backyard Service	\$23.43	1 cart each, MSW, Recycle, Green Waste Cart
Backyard Service	\$7.82	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate

Auxiliary Services	Rate	Description
Cart Exchange	\$87.29	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$87.29	one cart per material type at no charge per calendar year
Excess On-Call Collection Capacity	\$61.26	per yard greater than 5 yards, for the included on-call collection
More than One On-Call Collection	\$61.26	per yard, for more than one on-call collection per calendar year
Un-containerized Material Surcharge	\$0.62	per gallon, per calendar year, 1st occurrence is no charge, 2nd and subsequent occurrences are charged
Return for Inaccessible Containers	\$61.26	per occurrence if more than 2 times per calendar year
Composting Bin Delivery	\$122.50	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title David Stratton, VP

Signature: [Signature]

Date: 2-13-19

Name & Title Barry Skolnick, President

Signature: [Signature]

Date: 2-13-19

**EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019**

**FORM 2A**

**COLLECTION SERVICE RATES**

Rate Adjustment 4.74%

**MFD (Multi Family Dwelling & COMMERCIAL CART RATES in the MRWMD)**

SOLID WASTE 1ST CONTAINER	Rate per Month, 1x week	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
20 GAL CART	\$16.77	\$16.77	\$33.54	\$50.31	\$107.08	\$131.25	\$160.62
35 GAL CART	\$17.85	\$17.85	\$35.70	\$53.55	\$111.40	\$134.25	\$167.10
64 GAL CART	\$51.13	\$51.13	\$102.26	\$153.39	\$204.52	\$255.65	\$306.78
96 GAL CART	\$43.30	\$43.30	\$86.60	\$129.90	\$173.20	\$216.50	\$259.80
CAN (32 GAL)	\$32.26	\$32.26	\$64.52	\$96.78	\$129.04	\$161.30	\$193.56

Can refers to customer owned 32 gallon container

SOLID WASTE ADDITIONAL CONTAINER	Rate per Month, 1x week	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
20 GAL CART	\$21.42	\$21.42	\$42.84	\$64.26	\$85.68	\$107.10	\$128.52
35 GAL CART	\$26.28	\$26.28	\$52.56	\$78.84	\$105.12	\$131.40	\$157.68
64 GAL CART	\$40.90	\$40.90	\$81.80	\$122.70	\$163.60	\$204.50	\$245.40
96 GAL CART	\$50.63	\$50.63	\$101.26	\$151.89	\$202.52	\$253.15	\$303.78
CAN (32 GAL)	\$25.82	\$25.82	\$51.64	\$77.46	\$103.28	\$129.10	\$154.92

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate on Non-Service Day
20 GAL CART	\$7.84	\$12.00	\$19.84
35 GAL CART	\$9.75	\$13.00	\$24.75
64 GAL CART	\$15.17	\$38.40	\$53.57
96 GAL CART	\$18.78	\$37.60	\$56.38
CAN (32 GAL)	\$9.37	\$19.20	\$28.57

MFD/commercial cart/can customers are eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	Rate per Month	GREEN WASTE SUBSCRIPTION CART	Rate per Month
35 GAL CART	\$16.42	35 GAL CART	N/A
64 GAL CART	\$25.37	64 GAL CART	\$25.57
96 GAL CART	\$32.45	96 GAL CART	\$32.65

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$50.00	Warning Tag, plus charge

	MONTHLY RATE	
Roll Out Service:	\$7.77	per cart
Difficult to Service Customers:	150%	of Monthly Rate

Accessory Services	Rate	Description
Cleaning Fee	\$46.82	per cart per occurrence
Cart Exchange	\$46.82	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$46.82	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$40.93	per yard, Multifamily customers only
Subscription On-Call Capacity	\$40.93	per yard
Un-containerized Material Surcharge	\$2.61	per gallon
Return for Inaccessible Containers	\$40.93	per calendar year 2 at no charge
Lack Fee	Greater of: \$10.46 or \$12.19	per month per enclosure per month per container
Reactivation Fee	\$10.46	after County approved service suspension
Composting Bin Delivery	\$121.84	per trip
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title: David Stratton, VP

Signature: [Signature]

Date: 2-13-19

Name & Title: Barry Skolnick, President

Signature: [Signature]

Date: 2-13-19



**EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019**

**FORM 28**

**COLLECTION SERVICE RATES**

Rate Adjustment **1.76%**

**MFD & COMMERCIAL CART RATES in the SVSWA**

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
1ST CONTAINER	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$26.95	\$26.95	\$53.90	\$80.85	\$107.80	\$134.75	\$161.70
35 GAL CART	\$33.06	\$33.06	\$66.12	\$99.18	\$132.24	\$165.30	\$198.36
64 GAL CART	\$51.44	\$51.44	\$102.88	\$154.32	\$205.76	\$257.20	\$308.64
96 GAL CART	\$63.70	\$63.70	\$127.40	\$191.10	\$254.80	\$318.50	\$382.20
CAN (32 GAL)	\$32.47	\$32.47	\$64.94	\$97.41	\$129.88	\$162.35	\$194.82

Can refers to customer owned 32 gallon container

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
ADDITIONAL CONTAINER	Rate per Month, 1x week	1	2	3	4	5	6
20 GAL CART	\$21.54	\$21.54	\$43.08	\$64.62	\$86.16	\$107.70	\$129.24
35 GAL CART	\$26.44	\$26.44	\$52.88	\$79.32	\$105.76	\$132.20	\$158.64
64 GAL CART	\$41.15	\$41.15	\$82.30	\$123.45	\$164.60	\$205.75	\$246.90
96 GAL CART	\$50.95	\$50.95	\$101.90	\$152.85	\$203.80	\$254.75	\$305.70
CAN (32 GAL)	\$25.99	\$25.99	\$51.98	\$77.97	\$103.96	\$129.95	\$155.94

MSW, Recycle, Green Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
20 GAL CART	\$8.09	\$11.80	\$20.21
35 GAL CART	\$9.92	\$14.85	\$24.80
64 GAL CART	\$15.43	\$37.76	\$38.58
96 GAL CART	\$19.11	\$56.64	\$47.78
CAN (32 GAL)	\$9.74	\$18.88	\$24.35

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	MONTHLY RATE
35 GAL CART	\$16.54
64 GAL CART	\$25.71
96 GAL CART	\$31.86

GREEN WASTE SUBSCRIPTION CART	MONTHLY RATE
35 GAL CART	N/A
64 GAL CART	\$25.71
96 GAL CART	\$31.86

Contamination: Greater than 10%	Rate	Recycling and Green Waste
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$50.00	Warning Tag plus charge

	MONTHLY RATE	
Roll Out Service:	\$7.82	per cart
Difficult to Service Customers:	150%	of Monthly Rate

Auxiliary Services	Rate	Description
Cleaning Fee	\$87.36	per cart per occurrence
Cart Exchange	\$82.86	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$82.86	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$58.15	per yard, Multifamily customers only
Subscription On-Call Capacity	\$58.15	per yard
Un-containerized Material Surcharge	\$0.59	per gallon
Return for Inaccessible Containers	\$58.15	per calendar year 2 at no charge
Lock Fee	\$29.07	per month per enclosure
Greater of:	\$11.64	per month per container
Composting Bin Delivery	\$118.28	per trip
Reactivation Fee	\$29.07	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title David Stratton, VP  
 Signature: [Signature]  
 Date: 2-13-19

Name & Title Barry Skatnick, President  
 Signature: [Signature]  
 Date: 2-13-19



## EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019

## FORM 2C

## COLLECTION SERVICE RATES

Rate Adjustment 4.74%

## MFD &amp; COMMERCIAL FOODWASTE CART RATES in the MRWMD

FOOD WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	Rate per Month, 1x week	1	2	3
64 GAL CART	\$51.13	\$51.13	\$102.26	\$153.39

FOOD WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	Rate per Month, 1x week	1	2	3
64 GAL CART	\$40.90	\$40.90	\$81.80	\$122.70

Food Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
64 GAL CART	\$15.17	\$38.40	\$40.46

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$50.00	Warning Tag plus charge

	Rate per Month	
Roll Out Service:	\$7.77	per cart
Difficult to Service Customers:	150%	of Monthly Rate

Auxiliary Services	Rate	Description
Cleaning Fee	\$88.82	per cart per occurrence
Cart Exchange	\$88.82	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$88.82	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$60.93	per yard, Multifamily customers only
Subscription On-Call Capacity	\$60.93	per yard
Un-containerized Material Surcharge	\$0.61	per gallon
Return for Inaccessible Containers	\$60.93	per calendar year 2 at no charge
Lock Fee	Greater of: \$30.46 or \$12.19	per month per enclosure per month per container
Composting Bin Delivery	\$121.84	per trip
Reactivation Fee	\$30.46	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice \$5.00 min mum not compounded

Name & Title David Stratton, VPSignature Date: 2-13-19Name & Title Barry Skolnick, PresidentSignature Date: 2-13-19

EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019	
FORM 2C	
COLLECTION SERVICE RATES	
Rate Adjustment	1.76%
MFD & COMMERCIAL FOODWASTE CART RATES in the SVSWA	

FOOD WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	Rate per Month, 1x week	1	2	3
64 GAL CART	\$51.44	\$51.44	\$102.88	\$154.32

FOOD WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	Rate per Month, 1x week	1	2	3
64 GAL CART	\$41.15	\$41.15	\$82.30	\$123.45

Food Waste Extra Pick-Up Service	Rate on Service Day	Un-containerized Material Surcharge	Rate On Non-Service Day
64 GAL CART	\$15.43	\$37.76	\$41.15

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$50.00	Warning Tag plus charge

	MONTHLY RATE	
Roll Out Service:	\$7.82	per cart
Difficult to Service Customers:	150%	of Monthly Rate

Auxiliary Services	Rate	Description
Cleaning Fee	\$87.36	per cart per occurrence
Cart Exchange	\$82.86	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	\$82.86	one cart per material type at no charge per calendar year
Excess On-Call Capacity	\$58.15	per yard, Multifamily customers only
Subscription On-Call Capacity	\$58.15	per yard
Un-containerized Material Surcharge	\$0.53	per gallon
Return for Inaccessible Containers	\$58.15	per calendar year 2 at no charge
Lock Fee	Greater of: or	per month per enclosure per month per container
Composting Bin Delivery	\$116.28	per trip
Reactivation Fee	\$29.07	after County approved service suspension
Non-Sufficient Funds	\$25.00	check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice. \$5.00 minimum not compounded

Name & Title David Stratton, VP

Signature: [Signature]

Date: 2-13-19

Name & Title Barry Skolnick, President

Signature: [Signature]

Date: 2-13-19



**EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019**

**FORM 3A**

**COLLECTION SERVICE RATES**

Rate Adjustment 4.74%

**MFD & COMMERCIAL BIN RATES in the MRWMD**

**SOLID WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$119.94	\$119.94	\$239.88	\$359.82	\$479.76	\$599.70	\$719.64
1.5	\$106.17	\$159.26	\$318.51	\$477.77	\$637.02	\$796.28	\$955.53
2	\$92.35	\$184.70	\$369.40	\$554.10	\$738.80	\$923.50	\$1,108.20
3	\$82.35	\$277.05	\$554.10	\$831.15	\$1,108.20	\$1,385.25	\$1,662.30
4	\$68.77	\$355.08	\$710.16	\$1,065.24	\$1,420.32	\$1,775.40	\$2,130.48
6	\$45.17	\$511.02	\$1,022.04	\$1,533.06	\$2,044.08	\$2,555.10	\$3,066.12
8	\$31.58	\$652.48	\$1,304.96	\$1,957.44	\$2,611.92	\$3,266.40	\$3,920.88

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$29.99	\$59.97
\$39.81	\$79.62
\$46.18	\$92.35
\$69.26	\$138.53
\$88.77	\$177.54
\$127.76	\$255.51
\$163.12	\$326.24

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$239.92	\$239.92	\$479.84	\$719.76	\$959.68	\$1,199.60	\$1,439.52
2	\$184.74	\$369.48	\$738.96	\$1,108.44	\$1,477.92	\$1,847.40	\$2,216.88
3	\$184.74	\$554.22	\$1,108.44	\$1,662.66	\$2,216.88	\$2,771.10	\$3,325.32
4	\$177.54	\$710.16	\$1,420.32	\$2,130.48	\$2,840.64	\$3,550.80	\$4,260.96
5	\$173.93	\$869.65	\$1,739.30	\$2,608.95	\$3,478.60	\$4,348.25	\$5,217.90
6	\$170.33	\$1,021.98	\$2,043.96	\$3,065.94	\$4,087.92	\$5,109.90	\$6,131.88
7	\$166.73	\$1,167.11	\$2,334.22	\$3,501.33	\$4,668.44	\$5,835.55	\$7,002.66
8	\$163.15	\$1,305.20	\$2,610.40	\$3,915.60	\$5,220.80	\$6,526.00	\$7,831.20

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$59.91	\$119.96
\$92.37	\$184.74
\$138.56	\$277.11
\$177.54	\$355.08
\$217.41	\$434.83
\$255.50	\$510.99
\$291.78	\$583.56
\$326.30	\$652.60

Service Rate for multiple bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD and Commercial bin customers are eligible for 1/2 of solid waste capacity for recycling bin or cart service at no charge.  
Example, (1) 4 cubic yard uncompacted solid waste bin is eligible for one 2 cubic yard recyclables bin at no charge.  
Compacted solid waste counts as 2 times uncompacted volume for recycling calculation.  
Example, (1) 4 cubic yard compacted solid waste bin is eligible for one 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$48.45	Per yard for greater than no charge calculation above	
Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$100.00	Warning Tag plus charge

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$30.29	\$60.56	\$90.85	\$121.17	\$151.44	\$181.72

Additional Services	Rate	Description
Cleaning Fee	\$136.29	per bin per occurrence
Bin Exchange	\$90.85	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$545.16	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$113.58	per yard, Multifamily customers only
Subscription On-Call Capacity	\$113.58	per yard
Un-containerized Material Surcharge	\$121.17	per gallon
Return for Inaccessible Containers	\$60.56	per calendar year 2 at no charge
Lock Fee Greater of:	\$30.29	per month per enclosure
or	\$12.11	per month per container
Composting Bin Delivery	\$121.17	per trip
Reactivation Fee	\$30.29	after County approved service suspension
Non-Sufficient Funds	\$75.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title David Stratton, VP  
 Signature [Signature]  
 Date 2-13-19

Name & Title Barry Skolnick, President  
 Signature [Signature]  
 Date 2-13-19



**EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019**

**FORM 38**

**COLLECTION SERVICE RATES**

**Rate Adjustment 1.76%**

**MFD & COMMERCIAL BIN RATES in the SVSWA**

**SOLID WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$177.71	\$177.71	\$255.42	\$533.13	\$710.84	\$888.55	\$1,066.26
1.5	\$159.94	\$239.91	\$479.82	\$719.73	\$959.64	\$1,199.55	\$1,439.46
2	\$142.17	\$284.34	\$568.68	\$853.02	\$1,137.36	\$1,421.70	\$1,706.04
3	\$136.84	\$410.52	\$821.04	\$1,231.56	\$1,642.08	\$2,052.60	\$2,463.12
4	\$131.51	\$526.04	\$1,052.08	\$1,578.12	\$2,104.16	\$2,630.20	\$3,156.24
5	\$126.18	\$641.56	\$1,283.12	\$1,924.64	\$2,566.24	\$3,132.32	\$3,708.40
6	\$120.84	\$757.08	\$1,514.16	\$2,271.24	\$3,028.32	\$3,785.40	\$4,542.48
8		\$966.72	\$1,933.44	\$2,900.16	\$3,866.88	\$4,833.60	\$5,800.32

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$44.43	\$88.86
\$59.98	\$119.96
\$71.09	\$142.17
\$102.63	\$205.26
\$131.51	\$263.02
\$189.27	\$378.54
\$241.64	\$483.28

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Base Rate for Calculations	1	2	3	4	5	6
1	\$255.42	\$ 355.43	\$ 710.84	\$ 1,066.29	\$ 1,421.72	\$ 1,777.15	\$ 2,132.58
2	\$284.33	\$ 568.66	\$ 1,137.32	\$ 1,705.98	\$ 2,274.64	\$ 2,843.30	\$ 3,411.96
3	\$273.66	\$ 820.98	\$ 1,641.96	\$ 2,462.94	\$ 3,283.92	\$ 4,104.90	\$ 4,925.88
4	\$263.01	\$ 1,052.04	\$ 2,104.08	\$ 3,156.12	\$ 4,208.16	\$ 5,260.20	\$ 6,312.24
5	\$257.68	\$ 1,283.12	\$ 2,576.80	\$ 3,865.20	\$ 5,133.60	\$ 6,442.00	\$ 7,730.40
6	\$252.36	\$ 1,514.16	\$ 3,028.32	\$ 4,542.48	\$ 6,056.64	\$ 7,570.80	\$ 9,084.96
7	\$247.01	\$ 1,729.07	\$ 3,458.14	\$ 5,187.21	\$ 6,916.28	\$ 8,645.35	\$ 10,374.42
8	\$241.64	\$ 1,933.28	\$ 3,866.56	\$ 5,799.84	\$ 7,733.12	\$ 9,666.40	\$ 11,599.68

MSW & Recycle Extra Pick-Up Service	MSW & Recycle Extra Pick-Up Service
On routed day	Non routed day
\$88.86	\$177.72
\$142.17	\$284.33
\$205.26	\$410.49
\$263.01	\$526.02
\$322.10	\$641.54
\$378.54	\$757.08
\$437.27	\$872.62
\$483.22	\$966.44

Service Rate for multiple bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD and Commercial bin customers are eligible for 1/2 of solid waste capacity for recycling bin or cart service at no charge.

Example, (1) 4 cubic yard uncompacted solid waste bin is eligible for one 2 cubic yard recyclables bin at no charge.

Compacted solid waste counts as 2 times uncompacted volume for recycling calculation.

Example, (1) 4 cubic yard compacted solid waste bin is eligible for one 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$49.23	Per yard for greater than no charge calculation above
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Contamination: Greater than 10%	Rate	Recycle Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$100.00	Warning Tag plus charge

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$10.78	\$41.56	\$92.36	\$123.13	\$153.92	\$184.69

Auxiliary Services	Rate	Description
Cleaning Fee	\$138.53	per bin per occurrence
Bin Exchange	\$57.36	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$954.09	one bin per material type and charge per calendar year
Excess On-Call Capacity	\$115.43	per yard, Multifamily customers only
Subscription On-Call Capacity	\$115.43	per yard
Un-contained Material Surcharge	\$123.13	per yard
Return for Inaccessible Containers	\$41.34	per calendar year, 2 at no charge
Lock Fee Greater of:	\$30.78	per month per enclosure
or	\$12.31	per month per container
Composting Bin Delivery	\$123.13	per trip
Resurrection Fee	\$30.78	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title David Stratton, VP  
 Signature: [Signature]  
 Date: 2-13-19

Name & Title Barry Skolnick, President  
 Signature: [Signature]  
 Date: 2-13-19



## EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019

## FORM 3C

## COLLECTION SERVICE RATES

Rate Adjustment 4.74%

## MFO &amp; COMMERCIAL FOODWASTE BIN RATES in the MRWMD

## FOOD WASTE

## NON-COMPACTED BINS

CUBIC YARDS	Base Rate for Calculations	MONTHLY RATE BASED ON SERVICES PER WEEK		
		1	2	3
2	\$92.35	\$184.70	\$369.40	\$554.10

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$46.18	\$92.35

CUBIC YARDS	Base Rate for Calculations	MONTHLY RATE BASED ON SERVICES PER WEEK		
		1	2	3
2	\$184.74	\$369.48	\$738.96	\$1,108.44

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$92.37	\$184.74

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$100.00	Warning Tag plus charge

## PUSH RATES

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$30.29	\$60.56	\$90.85	\$121.17	\$151.44	\$181.72

Accessory Services	Rate	Description
Cleaning Fee	\$136.29	per bin per occurrence
Bin Exchange	\$90.85	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$545.16	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$113.58	per yard, Multifamily customers only
Subscription On-Call Capacity	\$113.58	per yard
Un-containerized Material Surcharge	\$121.17	per yard
Return for Inaccessible Containers	\$60.56	per calendar year 2 at no charge
Lock Fee	Greater of: or	per month per enclosure per month per container
Composting Bin Delivery	\$121.17	per trip
Reactivation Fee	\$30.29	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title David Stratton, VP  
 Signature [Signature]  
 Date 2-13-19

Name & Title Barry Skolnick, President  
 Signature [Signature]  
 Date 2-13-19

## EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019

## FORM 3C

## COLLECTION SERVICE RATES

Rate Adjustment 1.76%

## MFD &amp; COMMERCIAL FOODWASTE BIN RATES in the SVSWA

## FOOD WASTE

## NON-COMPACTED BINS

CUBIC YARDS	Base Rate for Calculations	MONTHLY RATE BASED ON SERVICES PER WEEK		
		1	2	3
2	\$142.17	\$284.34	\$568.68	\$853.02

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$71.09	\$142.17

## COMPACTED BINS

CUBIC YARDS	Base Rate for Calculations	MONTHLY RATE BASED ON SERVICES PER WEEK		
		1	2	3
2	\$284.33	\$568.66	\$1,137.32	\$1,705.98

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$142.17	\$284.33

Service Rate for multiple bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

Contamination: Greater than 10%	Rate	Food Waste Contamination
1st Occurrence	\$0.00	Warning Tag
2nd and Subsequent Occurrences	\$100.00	Warning Tag plus charge

## PUSH RATES

1-25 ft	26-45 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$30.78	\$61.56	\$92.34	\$123.13	\$153.92	\$184.69

Auxiliary Services	Rate	Description
Cleaning Fee	\$138.53	per bin per occurrence
Bin Exchange	\$92.36	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	\$554.09	one bin per material type at no charge per calendar year
Excess On-Call Capacity	\$115.43	per yard, Multifamily customers only
Subscription On-Call Capacity	\$115.43	per yard
Un-containerized Material Surcharge	\$123.13	per yard
Return for Inaccessible Containers	\$61.56	per calendar year 2 at no charge
Lock Fee	Greater of:	
	\$30.78	per month per enclosure
	\$12.31	per month per container
Composting Bin Delivery	\$123.13	per trip
Reactivation Fee	\$30.78	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.5%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title David Stratton, VP  
 Signature: [Signature]  
 Date: 2-13-19

Name & Title Barry Skolorek, President  
 Signature: [Signature]  
 Date: 2-13-19



## EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019

## FORM 4A

## COLLECTION SERVICE RATES

Rate Adjustment 4.74%

## MFD &amp; COMMERCIAL ROLL-OFF RATES in the MRWMD

## DROP BOX/ROLLOFF SERVICE - Any material

## \* NON-COMPACTED BOXES

CUBIC YARDS	PER PULL
up to 6	\$308.85
7-10	\$335.72
11-20	\$402.84
21-30	\$496.84
31-40	\$604.27
41-50	\$712.92

## \* COMPACTED BOXES

CUBIC YARDS	PER PULL
up to 6	\$386.06
7-10	\$419.62
11-15	\$461.59
16-20	\$503.56
21-30	\$621.05
31-40	\$755.35
41-50	\$889.62

Compacted boxes refers to customer-owned compactors  
Provided on a temporary on-call(1) basis

\* Note: All Bin, compacted box and non-compact box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.

Disposal Site & Material Type	Disposal Charge	Unit of Measure
Marina LF MSW	\$68.89	Per Ton
Marina LF C&D	\$22.22	Per Ton
Marina LF Recycle	\$0.00	Per Ton
Marina LF Green	\$44.44	Per Ton
Marina LF Food	\$60.00	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freeon)	\$22.22	Each
Marina LF Tires	\$222.22	Per Ton
Marina LF Wood	\$44.44	Per Ton
Marina LF Inert - Concrete	\$11.11	Per Ton
Marina LF Inert - Asphalt	\$1.11	Per Ton
Marina LF Inert - Dirt	\$1.11	Per Ton

Ancillary Services	Rate	Description
Relocation	\$121.17	RO Box relocated at customers current site - per occurrence
Dry Run	\$181.72	trip charge, no haul - per occurrence
Stand By	\$242.29	per hour
Stand By	\$1,453.78	per day - 6 hour maximum
Composting Bin Delivery	\$121.17	per trip
Reactivation Fee	\$30.29	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice \$5.00 minimum not compounded

Name & Title David Stratton, VPSignature: [Signature]Date: 2-13-19Name & Title Barry Skolnick, PresidentSignature: [Signature]Date: 2-13-19



## EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019

FORM 4B

## COLLECTION SERVICE RATES

Rate Adjustment 1.76%

MFD &amp; COMMERCIAL ROLL-OFF RATES in the SVSWA

## DROP BOX/ROLLOFF SERVICE - Any material

## \*NON-COMPACTED BOXES

CUBIC YARDS	PER PULL
up to 6	\$300.05
7-10	\$326.15
11-20	\$391.37
21-30	\$482.69
31-40	\$587.05
41-50	\$692.61

## \*COMPACTED BOXES

CUBIC YARDS	PER PULL
up to 6	\$375.07
7-10	\$407.67
11-15	\$448.45
16-20	\$489.21
21-30	\$603.36
31-40	\$733.83
41-50	\$864.28

Compacted boxes refers to customer-owned compactors  
Provided on a temporary on-call(1) basis

\* Note: All, compacted box and non-compact box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.

Disposal Site & Material Type	Disposal Charge	Unit of Measure
Johnson Canyon LF MSW	\$76.11	Per Ton
Johnson Canyon LF C&D	\$64.44	Per Ton
Johnson Canyon LF Recycle	\$0.00	Per Ton
Johnson Canyon LF Green	\$42.50	Per Ton
Marina LF Food Waste	\$60.00	Per Ton
Johnson Canyon LF Mix Green Food	N/A	Not Available
Johnson Canyon LF White Goods (w/Freon)	\$17.22	Each
Johnson Canyon LF Tires	\$11.11	Each
Johnson Canyon LF Wood	\$40.28	Per Ton
Johnson Canyon LF Inert - Concrete	\$11.11	Per Ton
Johnson Canyon LF Inert - Asphalt	\$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	\$17.78	Per Ton

Ancillary Services	Rate	Description
Relocation	\$123.13	RO Box relocated at customers current site - per occurrence
Dry Run	\$184.69	trip charge, no haul - per occurrence
Stand By	\$246.27	per hour
Stand By	\$1,477.60	per day - 6 hour maximum
Composting Bin Delivery	\$123.13	per trip
Reactivation Fee	\$30.78	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid Invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

Name & Title David Stratton, VPSignature: [Signature]Date: 2-13-19Name & Title Barry Skolnick, PresidentSignature: [Signature]Date: 2-13-19

## EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019

## FORM 5

## COLLECTION SERVICE RATES

Rate Adjustment 3.09%

## TEMPORARY INSTABIN

## \* COMMERCIAL BINS

CUBIC YARDS	PER PULL
1	\$111.00
1.5	\$139.55
2	\$168.10
3	\$252.13
4	\$322.13
6	\$462.11
8	\$588.04

\* One time use or special events only

Not to be used for regular or permanent customers

Customers may keep On-Call Bins for five (5) Work Days, not counting the delivery and removal days.

Ancillary Services	Rate	Description
Relocation	\$118.94	RO Box relocated at customers current site - per occurrence
Dry Run	\$178.42	trip charge, no haul - per occurrence
Demurrage Per Day	\$11.91	temporary rental, after five (5) days, not including delivery and removal days
Stand By	\$237.90	per hour
Stand By	\$1,427.33	per day - 6 hour maximum
Composting Bin Delivery	\$118.94	per trip
Reactivation Fee	\$29.73	after County approved service suspension
Non-Sufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

Name & Title David Stratton, VPSignature: [Signature]Date: 2-13-19Name & Title Barry Skolnick, PresidentSignature: [Signature]Date: 2-13-19



**EXHIBIT 1--RATES AND CHARGES EFFECTIVE JANUARY 1, 2019****FORM 6****MAXIMUM RATES**

Rate Adjustment 3.09%

**EMERGENCY SERVICE RATES****EMPLOYEES**

Labor Position	Hourly Rate
Driver	\$183.28
Supervisor	\$213.83
Helper	\$122.18

**EQUIPMENT**

Equipment Type	Make & Model	Hourly Rate
Side Loader	Autocar	\$183.28
Commercial Front End Loader	Autocar	\$213.83
Rear End Loader	Autocar	\$183.28
Roll Off	Autocar	\$183.28
Flat Bed Truck	Autocar	\$91.64

Collection Vehicle Travel Charge per Mile	\$8.57
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Name & Title David Stratton, VPSignature [Signature]Date: 2-13-19Name & Title Barry Skolnek, PresidentSignature [Signature]Date 2-13-19

Amendment No. 7  
To  
UNIFIED FRANCHISE AGREEMENT  
For the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County of Monterey  
By & Between  
COUNTY OF MONTEREY  
And  
USA WASTE OF CALIFORNIA, INC.  
DBA CARMEL MARINA CORPORATION

This AMENDMENT NO. 7 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 edited Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category; AMENDMENT NO. 6 dated April 7, 2017 amended Exhibit 1 by adding Form 5-B to add organics service and accompanying rates, (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR")(collectively referred to as the "Parties").

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 7 effective January 1, 2018 to adjust rates in accordance with the Unified Franchise Agreement for current services provided by the CONTRACTOR.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 13, at Section 13.13 Adjustments to Service Rates, Surcharges and Fees to replace the referenced Exhibit 1 "Approved Rates and Charges" approved and adopted pursuant to the Unified Franchise Agreement dated February 9, 2010, AMENDMENT No. 1, AMENDMENT No. 2, AMENDMENT No. 3, AMENDMENT No. 4, AMENDMENT No. 5 and AMENDMENT No. 6 with the new Exhibit 1 "Approved Rates and Charges" attached and incorporated by this reference and approved and adopted pursuant to this AMENDMENT No. 7.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO.7 and shall continue in full force and effect as set forth in the AGREEMENT.
3. The recitals to this Amendment No. 7 are hereby incorporated by this reference.

\*\*\*This section intentionally left blank\*\*\*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the last date opposite the respective signatures below.

MONTEREY COUNTY



Director of Health

Dated: 01/10/2018

CONTRACTOR:

USA WASTE OF CALIFORNIA dba CARMEL MARINA CORP.

By: 

Signature of Chair, President, or Vice-President

Barry Skolnick, President  
Printed Name and Title

Dated: 11-7-17

By: 

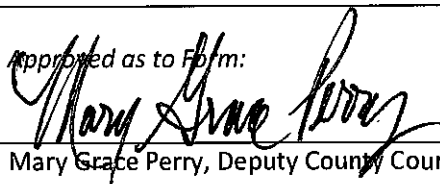
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)\*

David Stratton, Assistant Secretary  
Printed Name and Title

Dated: 11-7-17

Dated:

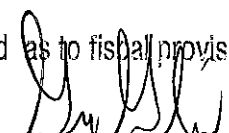
Approved as to Form:



Mary Grace Perry, Deputy County Counsel

Dated: 11-21-2017

Reviewed as to fiscal provisions

  
Auditor-Controller  
County of Monterey

11-21-17

2 of 3

**\*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 names and signatures of two specified officers pursuant to 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 names and signatures of two managing members. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the name and signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 1A**

**COLLECTION SERVICE RATES**

**Rate Adjustment 3.82%**

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the MRWMD**

**SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$29.05
20 GAL CART	\$24.38
35 GAL CART	\$29.63
64 GAL CART	\$46.44
96 GAL CART	\$58.07

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$23.22
20 GAL CART	\$19.50
35 GAL CART	\$23.69
64 GAL CART	\$37.15
96 GAL CART	\$46.44

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$14.51
35 GAL CART	\$14.79
64 GAL CART	\$23.21
96 GAL CART	\$29.04

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$14.51
35 GAL CART	\$14.79
64 GAL CART	\$23.21
96 GAL CART	\$29.04

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	\$22.23	for default services, 3 containers
Backyard Service	\$7.42	each container
Difficult to Service	150%	of base rate

All of the below rates are per occurrence.

Additional Cart Exchange	\$82.81	each, in excess of 1 per year
Additional Cart Replacement	\$82.81	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	\$58.12	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	\$58.12	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	\$0.58	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	\$58.12	over 2 times per year
Composting Bin Delivery	\$116.22	
NSF Fee	\$26.44	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 1B**

**COLLECTION SERVICE RATES**

**Rate Adjustment 2.69%**

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the SVSWA**

**SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$30.08
20 GAL CART	\$25.24
35 GAL CART	\$30.68
64 GAL CART	\$48.11
96 GAL CART	\$60.14

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$24.07
20 GAL CART	\$20.19
35 GAL CART	\$24.53
64 GAL CART	\$38.48
96 GAL CART	\$48.11

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$15.03
35 GAL CART	\$15.33
64 GAL CART	\$24.06
96 GAL CART	\$30.07

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$15.03
35 GAL CART	\$15.33
64 GAL CART	\$24.06
96 GAL CART	\$30.07

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	\$23.02	for default services, 3 containers
Backyard Service	\$7.68	each container
Difficult to Service	150%	of base rate

All of the below rates are per occurrence.

Additional Cart Exchange	\$85.78	each, in excess of 1 per year
Additional Cart Replacement	\$85.78	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	\$60.20	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	\$60.20	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	\$0.61	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	\$60.20	over 2 times per year
Composting Bin Delivery	\$120.38	
NSF Fee	\$26.55	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 2A**

**COLLECTION SERVICE RATES**

**Rate Adjustment 3.82%**

**MFD & COMMERCIAL CART RATES in the MRWMD**

**SOLID WASTE**

**1ST CONTAINER**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	\$25.56	\$25.56	\$51.12	\$76.68	\$102.24	\$127.80	\$153.36
35 GAL CART	\$31.36	\$31.36	\$62.72	\$94.08	\$125.44	\$156.80	\$188.16
64 GAL CART	\$48.81	\$48.81	\$97.62	\$146.43	\$195.24	\$244.05	\$292.86
96 GAL CART	\$60.43	\$60.43	\$120.86	\$181.29	\$241.72	\$302.15	\$362.58
CAN (32 GAL)	\$30.80	\$30.80	\$61.60	\$92.40	\$123.20	\$154.00	\$184.80

**SOLID WASTE**

**ADDITIONAL CONTAINER**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	\$20.45	\$20.45	\$40.90	\$61.35	\$81.80	\$102.25	\$122.70
35 GAL CART	\$25.09	\$25.09	\$50.18	\$75.27	\$100.36	\$125.45	\$150.54
64 GAL CART	\$39.05	\$39.05	\$78.10	\$117.15	\$156.20	\$195.25	\$234.30
96 GAL CART	\$48.34	\$48.34	\$96.68	\$145.02	\$193.36	\$241.70	\$290.04
CAN (32 GAL)	\$24.65	\$24.65	\$49.30	\$73.95	\$98.60	\$123.25	\$147.90

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

**RECYCLING**

**ADDITIONAL CART**

	MONTHLY RATE
35 GAL CART	\$15.68
64 GAL CART	\$24.41
96 GAL CART	\$30.22

**GREEN WASTE**

**SUBSCRIPTION CART**

	MONTHLY RATE
64 GAL CART	\$24.41
96 GAL CART	\$30.22

Roll Out Service: \$7.42 per cart  
Difficult to Service Customers; 150% of base rate

All of the below rates are per occurrence.

Cleaning Fee	\$82.89	each cart
Additional Cart Exchange	\$82.89	each, in excess of 1 per year
Additional Cart Replacement	\$82.89	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$58.17	per yard, Multifamily customers only
Subscription On-Call Capacity	\$58.17	per yard
Un-containerized Material Surcharge	\$0.58	per gallon
Return for Inaccessible Containers	\$58.17	over 2 times per year
Lock Fee	Greater of: \$29.08 \$11.64	per month per enclosure per month per container
Composting Bin Delivery	\$116.32	
Reactivation Fee	\$29.08	after County approved service suspension
NSF Fee	\$26.44	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 2B**

**COLLECTION SERVICE RATES**

**Rate Adjustment 2.69%**

**MFD & COMMERCIAL CART RATES in the SVSWA**

**SOLID WASTE**

**1ST CONTAINER**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	\$26.48	\$26.48	\$52.96	\$79.44	\$105.92	\$132.40	\$158.88
35 GAL CART	\$32.49	\$32.49	\$64.98	\$97.47	\$129.96	\$162.45	\$194.94
64 GAL CART	\$50.55	\$50.55	\$101.10	\$151.65	\$202.20	\$252.75	\$303.30
96 GAL CART	\$62.60	\$62.60	\$125.20	\$187.80	\$250.40	\$313.00	\$375.60
CAN (32 GAL)	\$31.91	\$31.91	\$63.82	\$95.73	\$127.64	\$159.55	\$191.46

**SOLID WASTE**

**ADDITIONAL CONTAINER**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	\$1.00	\$2.00	\$3.00	\$4.00	\$5.00	\$6.00
20 GAL CART	\$21.17	\$21.17	\$42.34	\$63.51	\$84.68	\$105.85	\$127.02
35 GAL CART	\$25.98	\$25.98	\$51.96	\$77.94	\$103.92	\$129.90	\$155.88
64 GAL CART	\$40.44	\$40.44	\$80.88	\$121.32	\$161.76	\$202.20	\$242.64
96 GAL CART	\$50.07	\$50.07	\$100.14	\$150.21	\$200.28	\$250.35	\$300.42
CAN (32 GAL)	\$25.54	\$25.54	\$51.08	\$76.62	\$102.16	\$127.70	\$153.24

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

**RECYCLING**

**ADDITIONAL CART**

	MONTHLY RATE
35 GAL CART	\$16.25
64 GAL CART	\$25.27
96 GAL CART	\$31.31

**GREEN WASTE**

**SUBSCRIPTION CART**

	MONTHLY RATE
64 GAL CART	\$25.27
96 GAL CART	\$31.31

Roll Out Service: **\$7.68** per cart  
 Difficult to Service Customers: **150%** of base rate

All of the below rates are per occurrence.

Cleaning Fee	<b>\$85.85</b>	each cart
Additional Cart Exchange	<b>\$81.43</b>	each, in excess of 1 per year
Additional Cart Replacement	<b>\$81.43</b>	each, in excess of subscribed container quantity
Excess On-Call Capacity	<b>\$57.14</b>	per yard, Multifamily customers only
Subscription On-Call Capacity	<b>\$57.14</b>	per yard
Un-containerized Material Surcharge	<b>\$0.58</b>	per gallon
Return for Inaccessible Containers	<b>\$57.14</b>	over 2 times per year
Lock Fee	Greater of: <b>\$28.57</b> <b>\$11.44</b>	per month per enclosure per month per container
Composting Bin Delivery	<b>\$114.27</b>	
Reactivation Fee	<b>\$28.57</b>	after County approved service suspension
NSF Fee	<b>\$26.55</b>	bad check fee
Late Payment Fee	<b>1.5%</b>	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 2C**

**COLLECTION SERVICE RATES**

**Rate Adjustment      3.82%**

**MFD & COMMERCIAL FOODWASTE CART RATES in the MRWMD**

FOOD WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK		
1ST CONTAINER	RATE	1	2	3
64 GAL CART	\$48.81	\$48.81	\$97.62	\$146.43

FOOD WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK		
ADDITIONAL CONTAINER	RATE	1	2	3
64 GAL CART	\$39.05	\$39.05	\$78.10	\$117.15

Roll Out Service:	\$7.42	per cart
Difficult to Service Customers:	150%	of base rate

All of the below rates are per occurrence.

Cleaning Fee	\$82.89	each cart
Additional Cart Exchange	\$82.89	each, in excess of 1 per year
Additional Cart Replacement	\$82.89	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$58.17	per yard, Multifamily customers only
Subscription On-Call Capacity	\$58.17	per yard
Un-containerized Material Surcharge	\$0.58	per gallon
Return for Inaccessible Containers	\$58.17	over 2 times per year
Lock Fee	Greater of:	
	\$29.08	per month per enclosure
	\$11.64	per month per container
Composting Bin Delivery	\$116.32	
Reactivation Fee	\$29.08	after County approved service suspension
NSF Fee	\$26.44	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 2C**

**COLLECTION SERVICE RATES**

**Rate Adjustment    2.69%**

**MFD & COMMERCIAL FOODWASTE CART RATES in the SVSWA**

FOOD WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK		
1ST CONTAINER	RATE	1	2	3
64 GAL CART	\$50.55	\$50.55	\$101.10	\$151.65

FOOD WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK		
ADDITIONAL CONTAINER	RATE	1	2	3
64 GAL CART	\$40.44	\$40.44	\$80.88	\$121.32

Roll Out Service:	\$7.68	per cart
Difficult to Service Customers;	150%	of base rate

**All of the below rates are per occurrence.**

Cleaning Fee	\$85.85	each cart
Additional Cart Exchange	\$81.43	each, in excess of 1 per year
Additional Cart Replacement	\$81.43	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$57.14	per yard, Multifamily customers only
Subscription On-Call Capacity	\$57.14	per yard
Un-containerized Material Surcharge	\$0.58	per gallon
Return for Inaccessible Containers	\$57.14	over 2 times per year
Lock Fee	\$28.57	per month per enclosure
Greater of:	\$11.44	per month per container
Composting Bin Delivery	\$114.27	
Reactivation Fee	\$28.57	after County approved service suspension
NSF Fee	\$26.55	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 3A**

**COLLECTION SERVICE RATES**

Rate Adjustment 3.82%

**MFD & COMMERCIAL BIN RATES in the MRWMD**

**SOLID WASTE**

NON-COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	PER YARD	1	2	3	4	5	6
1	\$114.51	\$114.51	\$229.02	\$343.53	\$458.04	\$572.55	\$687.06
1.5	\$101.36	\$152.04	\$304.08	\$456.12	\$608.16	\$760.20	\$912.24
2	\$88.17	\$176.34	\$352.68	\$529.02	\$705.36	\$881.70	\$1,058.04
3	\$88.17	\$264.51	\$529.02	\$793.53	\$1,058.04	\$1,322.55	\$1,587.06
4	\$84.75	\$339.00	\$678.00	\$1,017.00	\$1,356.00	\$1,695.00	\$2,034.00
6	\$81.31	\$487.86	\$975.72	\$1,463.58	\$1,951.44	\$2,439.30	\$2,927.16
8	\$77.87	\$622.96	\$1,245.92	\$1,868.88	\$2,491.84	\$3,114.80	\$3,737.76

COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	PER YARD	1	2	3	4	5	6
1	\$229.05	\$229.05	\$458.10	\$687.15	\$916.20	\$1,145.25	\$1,374.30
2	\$176.37	\$352.74	\$705.48	\$1,058.22	\$1,410.96	\$1,763.70	\$2,116.44
3	\$176.37	\$529.11	\$1,058.22	\$1,587.33	\$2,116.44	\$2,645.55	\$3,174.66
4	\$169.50	\$678.00	\$1,356.00	\$2,034.00	\$2,712.00	\$3,390.00	\$4,068.00
5	\$166.05	\$830.25	\$1,660.50	\$2,490.75	\$3,321.00	\$4,151.25	\$4,981.50
6	\$162.62	\$975.72	\$1,951.44	\$2,927.16	\$3,902.88	\$4,878.60	\$5,854.32
7	\$159.18	\$1,114.26	\$2,228.52	\$3,342.78	\$4,457.04	\$5,571.30	\$6,685.56
8	\$155.76	\$1,246.08	\$2,492.16	\$3,738.24	\$4,984.32	\$6,230.40	\$7,476.48

At 25% of base  
rate

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$28.63	\$57.26
\$38.01	\$76.02
\$44.09	\$88.17
\$66.13	\$132.26
\$84.75	\$169.50
\$121.97	\$243.93
\$155.74	\$311.48

At 50% base rate

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$57.26	\$114.53
\$88.19	\$176.37
\$132.28	\$264.56
\$169.50	\$339.00
\$207.56	\$415.13
\$243.93	\$487.86
\$278.57	\$557.13
\$311.52	\$623.04

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.  
Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$46.26 Per yard over free capacity

For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$28.92	\$57.82	\$86.74	\$115.68	\$144.58	\$173.49

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$130.12	each bin
Additional Bin Exchange	\$86.74	each, in excess of 1 per year
Additional Bin Replacement	\$520.47	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$108.44	per yard, Multifamily customers only
Subscription On-Call Capacity	\$108.44	per yard
Bin Overflow	\$115.68	per yard
Return for Inaccessible Containers	\$57.82	over 2 times per year
Lock Fee	\$28.92	per month per enclosure
Greater of:	\$11.58	per month per container
Composting Bin Delivery	\$115.68	
Reactivation Fee	\$28.92	after County approved service suspension
NSF Fee	\$26.44	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 3B**

**COLLECTION SERVICE RATES**

**Rate Adjustment 2.69%**

**MFD & COMMERCIAL BIN RATES in the SVSWA**

**SOLID WASTE**

**NON-COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	\$174.64	\$174.64	\$349.28	\$523.92	\$698.56	\$873.20	\$1,047.84
1.5	\$157.17	\$235.76	\$471.51	\$707.27	\$943.02	\$1,178.78	\$1,414.53
2	\$139.71	\$279.42	\$558.84	\$838.26	\$1,117.68	\$1,397.10	\$1,676.52
3	\$134.47	\$403.41	\$806.82	\$1,210.23	\$1,613.64	\$2,017.05	\$2,420.46
4	\$129.24	\$516.96	\$1,033.92	\$1,550.88	\$2,067.84	\$2,584.80	\$3,101.76
6	\$124.00	\$744.00	\$1,488.00	\$2,232.00	\$2,976.00	\$3,720.00	\$4,464.00
8	\$118.75	\$950.00	\$1,900.00	\$2,850.00	\$3,800.00	\$4,750.00	\$5,700.00

At 25% of base rate	At 50% base rate
Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$43.66	\$87.32
\$58.94	\$117.88
\$69.86	\$139.71
\$100.85	\$201.71
\$129.24	\$258.48
\$186.00	\$372.00
\$237.50	\$475.00

**COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	\$349.28	\$ 349.28	\$ 698.56	\$ 1,047.84	\$ 1,397.12	\$ 1,746.40	\$ 2,095.68
2	\$279.41	\$ 558.82	\$ 1,117.64	\$ 1,676.46	\$ 2,235.28	\$ 2,794.10	\$ 3,352.92
3	\$268.93	\$ 806.79	\$ 1,613.58	\$ 2,420.37	\$ 3,227.16	\$ 4,033.95	\$ 4,840.74
4	\$258.46	\$ 1,033.84	\$ 2,067.68	\$ 3,101.52	\$ 4,135.36	\$ 5,169.20	\$ 6,203.04
5	\$253.22	\$ 1,266.10	\$ 2,532.20	\$ 3,798.30	\$ 5,064.40	\$ 6,330.50	\$ 7,596.60
6	\$247.99	\$ 1,487.94	\$ 2,975.88	\$ 4,463.82	\$ 5,951.76	\$ 7,439.70	\$ 8,927.64
7	\$242.74	\$ 1,699.18	\$ 3,398.36	\$ 5,097.54	\$ 6,796.72	\$ 8,495.90	\$ 10,195.08
8	\$237.48	\$ 1,899.84	\$ 3,799.68	\$ 5,699.52	\$ 7,599.36	\$ 9,499.20	\$ 11,399.04

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$87.32	\$174.64
\$139.71	\$279.41
\$201.70	\$403.40
\$258.46	\$516.92
\$316.53	\$633.05
\$371.99	\$743.97
\$424.80	\$849.59
\$474.96	\$949.92

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.  
Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$48.38	Per yard over free capacity
---------	-----------------------------

For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$30.25	\$60.50	\$90.76	\$121.00	\$151.26	\$181.50

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$136.13	each bin
Additional Bin Exchange	\$90.76	each, in excess of 1 per year
Additional Bin Replacement	\$544.51	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$113.43	per yard, Multifamily customers only
Subscription On-Call Capacity	\$113.43	per yard
Bin Overflow	\$121.00	per yard
Return for Inaccessible Containers	\$60.50	over 2 times per year
Lock Fee	\$30.25	per month per enclosure
Greater of:	\$12.10	per month per container
Composting Bin Delivery	\$121.00	
Reactivation Fee	\$30.25	after County approved service suspension
NSF Fee	\$26.55	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 3C**

**COLLECTION SERVICE RATES**

Rate Adjustment **3.82%**

**MFD & COMMERCIAL FOODWASTE BIN RATES in the MRWMD**

**FOOD WASTE**

NON-COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	PER YARD	1	2	3
2	\$88.17	\$176.34	\$352.68	\$529.02

COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	PER YARD	1	2	3
2	\$176.37	\$352.74	\$705.48	\$1,058.22

At 25% of base

rate	At 50% base rate
Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$44.09	\$88.17

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$88.19	\$176.37

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$28.92	\$57.82	\$86.74	\$115.68	\$144.58	\$173.49

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$130.12	each bin
Additional Bin Exchange	\$86.74	each, in excess of 1 per year
Additional Bin Replacement	\$520.47	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$108.44	per yard, Multifamily customers only
Subscription On-Call Capacity	\$108.44	per yard
Bin Overflow	\$115.68	per yard
Return for Inaccessible Containers	\$57.82	over 2 times per year
Lock Fee	\$28.92	per month per enclosure
Greater of:	\$11.58	per month per container
Composting Bin Delivery	\$115.68	
Reactivation Fee	\$28.92	after County approved service suspension
NSF Fee	\$26.44	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 3C**

**COLLECTION SERVICE RATES**

**Rate Adjustment 2.69%**

**MFD & COMMERCIAL FOODWASTE BIN RATES in the SVSWA**

**FOOD WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Per Yard	1	2	3
2	\$139.71	\$279.42	\$558.84	\$838.26

At 25% of base rate	At 50% base rate
Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$69.86	\$139.71

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Per Yard	1	2	3
2	\$279.41	\$558.82	\$1,117.64	\$1,676.46

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$139.71	\$279.41

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$30.25	\$60.50	\$90.76	\$121.00	\$151.26	\$181.50

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$136.13	each bin
Additional Bin Exchange	\$90.76	each, in excess of 1 per year
Additional Bin Replacement	\$544.51	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$113.43	per yard, Multifamily customers only
Subscription On-Call Capacity	\$113.43	per yard
Bin Overflow	\$121.00	per yard
Return for Inaccessible Containers	\$60.50	over 2 times per year
Lock Fee	Greater of: \$30.25 \$12.10	per month per enclosure per month per container
Composting Bin Delivery	\$121.00	
Reactivation Fee	\$30.25	after County approved service suspension
NSF Fee	\$26.55	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 4A**

**COLLECTION SERVICE RATES**

**Rate Adjustment      3.82%**

**MFD & COMMERCIAL ROLL-OFF RATES in the MRWMD**

**SOLID WASTE**

**NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$366.87
7-8	\$422.92
9-10	\$478.71
11-15	\$534.48
16-20	\$574.11
21-30	\$651.64
31-40	\$796.39
41-50	\$953.49

**SOLID WASTE**

**COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$490.87
7-10	\$547.52
11-15	\$658.50
16-20	\$769.47
21-30	\$910.88
31-40	\$1,055.23
41-50	\$1,266.54

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	\$115.68	
Dry Run	\$173.49	trip charge, no haul
Stand By	\$231.32	per hour
Stand By	\$1,387.94	per day
Composting Bin Delivery	\$115.68	
Reactivation Fee	\$28.92	after County approved service suspension
NSF Fee	\$26.44	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

\$46.26	Per yard over free capacity
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**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 4B**

**COLLECTION SERVICE RATES**

**Rate Adjustment    2.69%**

**MFD & COMMERCIAL ROLL-OFF RATES in the SVSWA**

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$441.59
7-8	\$501.80
9-10	\$585.47
11-15	\$669.09
16-20	\$769.45
21-30	\$797.77
31-40	\$974.82
41-50	\$1,215.06

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$541.96
7-10	\$604.52
11-15	\$653.55
16-20	\$702.59
21-30	\$1,254.86
31-40	\$1,269.76
41-50	\$1,522.30

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	\$121.00	
Dry Run	\$181.50	trip charge, no haul
Stand By	\$242.01	per hour
Stand By	\$1,452.04	per day
Composting Bin Delivery	\$121.00	
Reactivation Fee	\$30.25	after County approved service suspension
NSF Fee	\$26.55	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

<b>\$48.40</b>	Per yard over free capacity
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**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

<b>50%</b>	Loads greater than 1.5 but less than 2.5 tons
<b>75%</b>	Loads greater than or equal to 2.5 tons

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018**

**FORM 5**

**COLLECTION SERVICE RATES**

**Rate Adjustment 3.46%**

**TEMPORARY ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER PULL
1	\$107.67
1.5	\$135.37
2	\$163.06
3	\$244.58
4	\$312.48
6	\$448.26
8	\$570.42

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$294.86
7-10	\$320.52
11-20	\$384.60
21-30	\$474.34
31-40	\$576.90
41-50	\$680.63

Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days.

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$368.58
7-10	\$400.62
11-15	\$440.69
16-20	\$480.75
21-30	\$592.92
31-40	\$721.14
41-50	\$849.33

Compacted boxes refers to customer-owned compactors

Provided on a temporary or irregular basis.

Relocation	\$115.38	
Dry Run	\$173.08	trip charge, no haul
Demurrage Per Day	\$11.55	temporary rental, after five (5) days, not including delivery and removal days
Stand By	\$230.77	per hour
Stand By	\$1,384.56	per day
Composting Bin Delivery	\$115.38	
Reactivation Fee	\$28.84	after County approved service suspension
NSF Fee	\$26.74	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

**RECYCLING CAPACITY - BINS**

\$44.60	Per yard
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**RECYCLING CAPACITY - ROLL-OFF**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018****FORM 6A****COLLECTION SERVICE RATES****Rate Adjustment 3.82%****SPECIAL EVENT RATES in the MRWMD****SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	\$114.51
1.5	\$152.02
2	\$176.36
3	\$264.53
4	\$338.97
6	\$487.85
8	\$622.98

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$366.87
7-10	\$422.92
11-20	\$574.11
21-30	\$651.64
31-40	\$796.39
41-50	\$953.49

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

\$46.26	Per yard over free capacity
---------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	\$115.68	
Dry Run	\$173.49	trip charge, no haul
Stand By	\$231.32	per hour
Stand By	\$1,387.94	per day
Cleaning Fee	\$130.12	each container
Container Overflow	\$115.68	per yard
Lock Fee	\$28.92	per enclosure
Greater of:	\$11.58	per container
Reactivation Fee	\$28.92	after County approved service suspension
NSF Fee	\$26.44	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018****FORM 6B****COLLECTION SERVICE RATES****Rate Adjustment 2.69%****SPECIAL EVENT RATES in the SVSWA****SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	\$174.64
1.5	\$235.76
2	\$279.41
3	\$403.41
4	\$516.90
6	\$743.94
8	\$950.01

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$441.59
7-10	\$501.80
11-20	\$769.45
21-30	\$797.77
31-40	\$974.82
41-50	\$1,215.06

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

\$48.40	Per yard over free capacity
---------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	\$121.00	
Dry Run	\$181.50	trip charge, no haul
Stand By	\$242.01	per hour
Stand By	\$1,452.04	per day
Cleaning Fee	\$136.13	each container
Container Overflow	\$121.00	per yard
Lock Fee	\$30.25	per enclosure
	\$12.10	per container
Reactivation Fee	\$30.25	after County approved service suspension
NSF Fee	\$26.55	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2018****FORM 7****MAXIMUM RATES****Rate Adjustment 2.77%****EMERGENCY SERVICE RATES****EMPLOYEES**

Labor Position	Hourly Rate
Driver	\$177.79
Supervisor	\$207.42
Helper	\$118.52

**EQUIPMENT**

Equipment Type	Make & Model	Hourly Rate
Side Loader	Autocar	\$177.79
Commercial Front End Loader	Autocar	\$207.42
Rear End Loader	Autocar	\$177.79
Roll Off	Autocar	\$177.79
Flat Bed Truck	Autocar	\$88.89

Collection Vehicle Travel Costs per Mile	\$8.31
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## Monterey County Board of Supervisors

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

### Board Order

#### Agreement No.: A-11631

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 6 to the Unified Franchise Agreement A-11631 (UFA) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County in order to amend Exhibit 1 - "Approved Rates and Charges" of said UFA to add rates for expanded food waste collection services to be provided, and to add and amend Sections to said UFA to incorporate the new food waste collection services to be provided; and
- b. Approved and authorized the Director of Health to execute Amendment No. 6 to the UFA between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.

PASSED AND ADOPTED on this 28th day of March 2017, by the following vote, to wit:

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

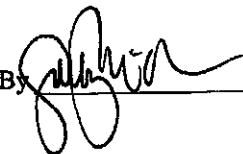
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting on March 28, 2017.

Dated: April 4, 2017  
File ID: A 17-057

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By 

Deputy



Amendment No. 6  
To  
UNIFIED FRANCHISE AGREEMENT  
For the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County of Monterey  
By & Between  
COUNTY OF MONTEREY  
And  
USA WASTE OF CALIFORNIA, INC.  
DBA CARMEL MARINA CORPORATION

This AMENDMENT NO. 6 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 edited Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR")(collectively referred to as the "Parties").

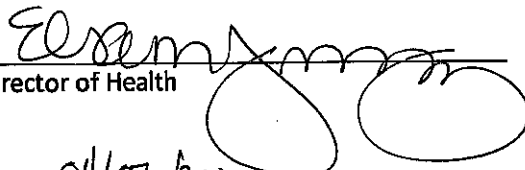
WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to add the category of "Organics On-Call Bin and Roll-Off Rates" for current services provided by the CONTRACTOR.

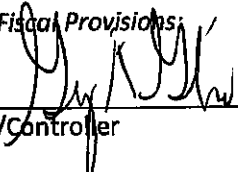
NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Exhibit 1 of Amendment No. 5 to include Exhibit 1 Form 5-B of this Amendment No. 6 attached and incorporated by this reference to reflect "Organics On-Call and Roll-Off" category with rates matching "Solid Waste" category as on Exhibit 1 Form 5 of AGREEMENT.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 6 and shall continue in full force and effect as set forth in the AGREEMENT.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the last day opposite the respective signatures below.

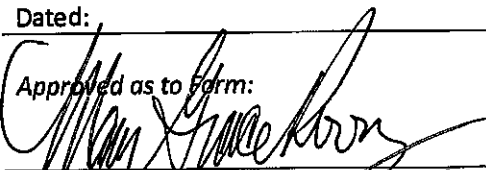
MONTEREY COUNTY

  
\_\_\_\_\_  
Director of Health  
Dated: 04/07/2017

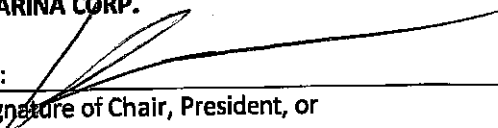
Approved as to Fiscal Provisions:  
  
\_\_\_\_\_  
Deputy Auditor/Controller  
Dated: 2-23-17

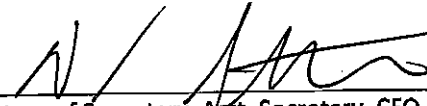
Approved as to Liability Provisions:

Risk Management

Dated: \_\_\_\_\_  
Approved as to Form:  
  
\_\_\_\_\_  
Deputy County Counsel MARY GRACE PERRY  
Dated: 2-22-2017

CONTRACTOR: **WASTE MANAGEMENT, INC. dba  
USA WASTE OF CALIFORNIA dba CARMEL  
MARINA CORP.**

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President  
Barry Skolnick, President  
Printed Name and Title

Dated: 2-6-17  
By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*  
David Stratton, Asst. Secretary  
Printed Name and Title

Dated: 2-6-17

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

**EXHIBIT 1: APPROVED ORGANIC WASTE RATES AND CHARGES EFFECTIVE UPON EXECUTION**

**FORM 5-B**

**COLLECTION SERVICE RATES**

**TEMPORARY ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE: Organic Waste**

**ORGANICS  
BINS**

CUBIC YARDS	PER PULL
1	\$104.07
1.5	\$130.84
2	\$157.61
3	\$236.40
4	\$302.03
6	\$433.27
8	\$551.34

**ORGANICS  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$285.00
7-10	\$309.80
11-20	\$371.74
21-30	\$458.48
31-40	\$557.61
41-50	\$657.87

Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days.

**ORGANICS  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$356.25
7-10	\$387.22
11-15	\$425.95
16-20	\$464.67
21-30	\$573.09
31-40	\$697.02
41-50	\$820.93

Compacted boxes refers to customer-owned compactors

Provided on a temporary or irregular basis.

Relocation	\$111.52	
Dry Run	\$167.29	trip charge, no haul
Demurrage Per Day	\$11.16	temporary rental, after five (5) days, not including delivery and removal days
Stand By	\$223.05	per hour
Stand By	\$1,338.26	per day
Composting Bin Delivery	\$111.52	
Reactivation Fee	\$27.88	after County approved service suspension
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

**RECYCLING CAPACITY - BINS**

\$44.60	Per yard
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**RECYCLING CAPACITY - ROLL-OFF**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons



# Monterey County

## Board Order

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

### Agreement No.: A-11631

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 5 to the Unified Franchise Agreement A-11631 (UFA) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County, effective January 1, 2016, in order to amend Exhibit 1 - "Approved Rates and Charges" of said UFA to adjust existing collection rates pursuant to the terms of said UFA and to add new rates for new food waste collection services to be provided, and to add and amend Sections to said UFA to incorporate the new food waste collection services to be provided; and
- b. Approved and authorized the Director of Health to execute Amendment No. 5 to the UFA between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.

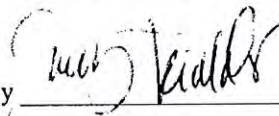
PASSED AND ADOPTED on this 8th day of December 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on December 8, 2015

Dated: December 16, 2015  
File ID: A 15-392

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By  Deputy



**AMENDMENT No. 5  
TO  
UNIFIED FRANCHISE AGREEMENT  
FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN  
UNINCORPORATED MONTEREY COUNTY  
BETWEEN COUNTY OF MONTEREY  
AND  
USA WASTE OF CALIFORNIA, INC.  
DBA CARMEL MARINA CORPORATION**

**THIS AMENDMENT No. 5** is made to the UNIFIED FRANCHISE AGREEMENT FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN UNINCORPORATED MONTEREY COUNTY dated February 9, 2010, and amended, pursuant to AMENDMENT No. 1 dated February 3, 2012, AMENDMENT No. 2 dated November 13, 2012, AMENDMENT No. 3 dated February 3, 2014, and AMENDMENT No. 4 dated December 23, 2014 (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA Waste of California Inc., dba Carmel Marina Corporation (hereafter, "CONTRACTOR") (collectively referred to as, the "Parties").

**WHEREAS**, COUNTY and CONTRACTOR wish to amend the AGREEMENT to adjust current collection rates for current services provided by CONTRACTOR and to add rates for new food waste collection services to be provided by CONTRACTOR, effective January 1, 2016.

**NOW THEREFORE**, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 1, at Section 1.12 Collect/Collection. To pick up, transport, and remove Solid Waste, Recyclables, Green Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris.
2. Amend Article 1, at Section 1.30 Container. Carts, Cans, or Bins used for Collection of Solid Waste, Recyclables, Green Waste, and Food Waste.
3. Amend Article 1, at Section 1.37 Customer. A Generator of Solid Waste, Recyclables, Green Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction including homeowners, managers or owners or rate-paying occupants of rental Single-Family or Multi-Family Dwellings, and Commercial representatives, who receive Collection Services under this Agreement.
4. Amend Article 1, at Section 1.47 Food Waste. All organic materials of plant or animal origin, which are or were components of human foodstuffs that may be specified in Legislation for Collection and processing. It shall also include non-recyclable and soiled paper, vegetable trimmings, houseplant trimmings and other compostable organic waste common to the occupancy of Single Family or Multi-family Dwellings, and, in the event COUNTY implements a Commercial Food Waste Collection program, Commercial establishments.



5. Add Article 1, Section 1.47.1 Food Waste Processing Facility. The Monterey Regional Waste Management District (MRWMD) Food Waste Processing Facility and the Salinas Valley Solid Waste Authority (SVSWA) Food Waste Processing Facility.
6. Amend Article 1, at Section 1.49 Generator. A Person, Commercial business or any other entity that produces Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Christmas Trees, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.
7. Amend Article 1, at Section 1.53 Large Venue Collection Service. Collection of Solid Waste, Recyclables, Food Waste, and other materials as appropriate at large venue special events.
8. Add Article 1, Section 1.66.1 MRWMD Food Waste Processing Facility. The Food Waste Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the MRWMD.
9. Amend Article 1, at Section 1.73 Processing Residues. Materials remaining after the processing of Recyclables, Green Waste, Food Waste, Bulky Items and Construction and Demolition Debris, which cannot reasonably be Diverted from the landfill.
10. Amend Article 9, at Section 1.92 Solid Waste. Except as provided below, "Solid Waste" means all "Solid Waste" as defined in California Public Resources Code Section 40191, as that Section may be amended from time to time, and as defined in Section 10.41.010 Y. of the Monterey County Code, as that Section may be amended from time to time, which is generated within the COUNTY. "Solid Waste" also means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. "Solid Waste" may include Recyclables, Green Waste, Food Waste, Bulky Items and Construction and Demolition Debris if such materials are not source separated from other "Solid Waste" at the site of generation or Collected for Recycling, Composting, processing and marketing.
11. Add Article 1, Section 1.92.1 Subscription Food Waste Collection Service. The Collection of Food Waste from MFD or Commercial Customers on a subscription basis and the delivery of the Food Waste to the appropriate Food Waste Processing Facility.
12. Add Article 1, Section 1.95.1 SVSWA Food Waste Processing Facility. Any facility located within the boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is designed, operated and legally permitted for the purpose of receiving and processing Food Waste or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the SVSWA.



13. Amend Article 2, at Section 2.05.2 Recyclables, Green Waste, Food Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris set out for Collection by Customers.
14. Amend Article 2, at Section 2.06.2 Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR. Similarly, pursuant to Chapter 10.41 of the Monterey County Code nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.
15. Add Article 3, Section 3.12.1 Food Waste – Contamination. CONTRACTOR shall not be required to Collect Food Waste if the Customer does not segregate the Food Waste from other materials such as Solid Waste, and Unacceptable Waste. If Food Waste is contaminated through commingling with other materials, CONTRACTOR shall leave the Food Waste Can, Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Food Waste. CONTRACTOR shall not be obligated to Collect the Food Waste Container until the Customer has removed the contamination.
16. Amend Article 3, at Section 3.14.1 Solid Waste, Green Waste, Food Waste, and Recyclables. CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement, with any Green Waste, Food Waste, or Recyclables separated for Collection pursuant to this Agreement prior to delivery to the appropriate facility without the express prior written authorization of the Contract Administrator.
17. Add Article 3, Section 3.14.2.1 Green Waste. CONTRACTOR shall not commingle Green Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Green Waste Processing Facility without the express prior written authorization of the Contract Administrator.
18. Add Article 3, Section 3.14.2.2 Food Waste. CONTRACTOR shall not commingle Food Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Food Waste Processing Facility without the express prior written authorization of the Contract Administrator.
19. Amend Article 3, at Section 3.14.4. Material Separation. Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material as has been deemed contaminated which shall be classified as Solid Waste.
20. Amend Article 3, at Section 3.15 Spillage and Litter. CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles



are on the road. CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

21. Amend Article 3, at Section 3.16 Ownership of Materials. Title to Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to material Collected as part of the COUNTY Clean-up Service as set forth in Article 11 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use.
22. Add Article 4, Section 4.01.3.1 MRWMD Food Waste Processing Facility. All Food Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Food Waste Processing Facility.
23. Add Article 4, Section 4.01.3.2 SVSWA Food Waste Processing Facility. All Food Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Food Waste Processing Facility.
24. Amend Article 4, at Section 4.01.11 Disposal of Recyclables, Green Waste, or Food Waste. CONTRACTOR shall not deliver Recyclables, Green Waste or Food Waste to a Disposal Facility without the express written permission of the Contract Administrator.
25. Add Article 6, Section 6.01.2.1 Subscription Food Waste Collection Service. If requested by MFD Cart Customer, CONTRACTOR shall provide subscription Food Waste Collection Service in a manner agreed upon between the MFD Cart Customer and CONTRACTOR for the service rate as set forth in Exhibit 1 to this Agreement.
26. Amend Article 6, at Section 6.01.3 Conditions of Service. CONTRACTOR shall provide MFD Cart Collection Service to all MFD Cart Customers in the Service Area whose: 1) Solid Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06 regardless of whether or not the lid of the Cart is closed; 2) Recyclables are containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; 3) Green Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; and, 4) Food Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; and 5) where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.



27. Amend Article 6, at Section 6.01.4 Size and Frequency of Service. Each service shall be provided weekly on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Cart, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, Food Waste, or Green Waste need be placed outside the Cart on a regular basis.
28. Amend Article 6, at Section 6.02. Non-Collection. Except as set forth in Section 6.03 and 6.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, Green Waste, or Food Waste from an MFD Cart Customer that is not placed in a Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.
29. Amend Article 6, at Section 6.03. Overages. The first time that an MFD Cart Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that 1) the Customer must place Solid Waste, Recyclables, Green Waste, or Food Waste in a Cart, unless he or she has requested On-Call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
30. Amend Article 6, at Section 6.03.1 The second time, and each time thereafter, that an MFD Cart Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Cart, CONTRACTOR will Collect the Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
31. Add Article, Section 7.01.2.1 Subscription Food Waste Collection Service. If requested by an MFD Bin Customer, CONTRACTOR shall provide subscription Food Waste Collection Service in a manner agreed upon between the MFD Bin Customer and CONTRACTOR at the service rate set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
32. Amend Article 7, at Section 7.01.3 Conditions of Service. CONTRACTOR shall provide MFD Bin Collection Service to all MFD Bin Customers in the Service Area whose: 1) Solid Waste is containerized in Bins, except as set forth in Sections 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 2) Recyclables are containerized in Carts or Bins, except as set forth in Sections 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 3) Green Waste is containerized in Carts or Bins, except as set forth in Sections 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 4) Food Waste is containerized in Carts or Bins, except as set forth in Sections 7.03 and 7.06,



regardless of whether or not the lid of the Container is closed; and, 5) where the Carts or Bins are accessible as set forth in Section 7.01.5.

33. Amend Article 7, at Section 7.01.4 Size and Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Bin or Cart on a regular basis.
34. Amend Article 7, at Section 7.01.5 Accessibility. CONTRACTOR shall Collect all Solid Waste, Recyclables, Green Waste, and Food Waste Bins or Carts that are readily accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of MFD Bin Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. CONTRACTOR shall be compensated for such services at the rate set forth in Exhibit 1 of this AGREEMENT as may be amended from time to time.
35. Amend Article 7, at Section 7.02 Non-Collection. Except as set forth in Sections 7.03 and 7.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, Green Waste, or Food Waste from a MFD Bin Customer that is not placed in a Bin or Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this AGREEMENT.
36. Amend Article 7, at Section 7.03 Overages. The first time that an MFD Bin Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables, Green Waste, or Food Waste in a Bin or Cart, unless he or she has requested On-Call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material.
37. Amend Article 7, at Section 7.03.1 The second time, and each time thereafter, that a Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
38. Add Article 8, Section 8.01.2.1 Subscription Food Waste Collection Service. If requested by a Commercial Cart Customer, CONTRACTOR shall provide Subscription Food Waste Collection Service in a manner agreed upon between the Commercial Cart Customer and CONTRACTOR at the service rate set forth in



Exhibit 1 to this AGREEMENT, except that there shall be no charge for providing Subscription Food Waste Collection Services to those COUNTY Facilities listed on Exhibit 10.

39. Amend Article 8, at Section 8.01.3. Conditions of Service. CONTRACTOR shall provide Commercial Cart Collection Service to all Commercial Cart Customers in the Service Area whose: 1) Solid Waste is containerized in Carts, except as set forth in Sections 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; 2) Recyclables are containerized in Carts, except as set forth in Sections 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; 3) Green Waste is containerized in Carts, except as set forth in Sections 8.03 and 8.05, 4) Food Waste is containerized in Carts, except as set forth in Sections 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; and, 5) where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.
40. Amend Article 8, at Section 8.01.4.1 Size and Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, Green Waste, or Food Waste need be placed outside the Cart on a regular basis. Regardless of the Container size and frequency selected, as identified on Exhibit 10, there shall be no charge for providing Commercial Cart Collection Service to COUNTY Facilities.
41. Amend Article 8, at Section 8.02 Non-Collection. Except as set forth in Sections 8.03 and 8.05, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, Green Waste, or Food Waste from a Commercial Cart Customer that is not placed in a Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this AGREEMENT.
42. Amend Article 8, at Section 8.03 Overages. The first time that a Commercial Cart Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables or Green Waste or in a Cart; 2) describing how the Customer can arrange for additional capacity; and, 3) warning that if the Customer discards material outside Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
43. Amend Article 8, at Section 8.03.1. The second time, and each time thereafter that a Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Cart, CONTRACTOR will Collect the Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate



Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.

44. Add Article 9, Section 9.01.2.1 Subscription Food Waste Collection Service. If requested by Commercial Bin Customer, CONTRACTOR shall provide Subscription Food Waste Collection Service in a manner agreed upon between the Commercial Bin Customer and CONTRACTOR at the service rate set forth in Exhibit 1 to this AGREEMENT except that there shall be no charge for providing Subscription Food Waste Collection Services to those COUNTY Facilities listed on Exhibit 10.
45. Amend Article 9, at Section 9.01.3. Conditions of Service. CONTRACTOR shall provide Commercial Bin Collection Service to all Commercial Bin Customers in the Service Area whose: 1) Solid Waste is containerized, except as set forth in Sections 9.03 and 9.05, regardless of whether or not the lid of the Container is closed; 2) Recyclables are containerized in Carts or Bins, except as set forth in Section 9.03, regardless of whether or not the lid of the Container is closed; 3) Green Waste is containerized, except as set forth in Sections 9.03 and 9.05, regardless of whether or not the lid of the Container is closed; 4) Food Waste is containerized, except as set forth in Sections 9.03 and 9.05, regardless of whether or not the lid of the Container is closed and, 4) where the Carts or Bins are accessible as set forth in Section 9.01.5.
46. Amend Article 9, at Section 9.01.4. Size and Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, Green Waste, or Food Waste need be placed outside the Bin or Cart on a regular basis. Regardless of the Container size and frequency as identified on Exhibit 10, there shall be no charge for providing Commercial Bin Collection Service to COUNTY Facilities.
47. Amend Article 9, at Section 9.01.5. Accessibility. CONTRACTOR shall Collect all Solid Waste Bins and Recyclables, Green Waste, and Food Waste Bins or Carts that are readily accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Bin Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.
48. Amend Article 9, at Section 9.02. Non-Collection. Except as set forth in Sections 9.03 and 9.05, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, Green Waste, or Food Waste from a Commercial Bin Customer that is not placed in a Bin or Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.




49. Amend Article 9, at Section 9.03. Overages. The first time that a Commercial Bin Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables, Green Waste, or Food Waste in a Bin or Cart; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
50. Amend Article 9, at Section 9.03.1. The second time, and each time thereafter that a Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
51. Amend Article 13, at Section 13.13 Adjustments to Service Rates, Surcharges and Fees to replace the referenced Exhibit 1 "Approved Rates and Charges," approved and adopted pursuant to the Unified Franchise Agreement dated February 9, 2010, AMENDMENT No. 1, AMENDMENT No. 2, AMENDMENT No. 3, and AMENDMENT No. 4 with the new Exhibit 1 "Approved Rates and Charges" attached and incorporated by this reference and approved and adopted pursuant to this AMENDMENT No. 5.
52. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 5 as of the last date opposite the respective signatures below.

COUNTY:


By:   
 Name: Ray Bullick  
 Title: Director of Health

Date: 1-6-16

Approved as to form and legality:  
  
 Mary Grace Perry, Deputy County Counsel

Date: 12-18-2015

CONTRACTOR:

By:   
 Name: Barry Skolnick  
 Title: President  
 Chair, Pres. or Vice Pres.

Date: 12-8-15

By:   
 David Stratton  
 Title: Assistant Secretary  
 Secretary, Assistant Secty,  
 CFO or Assistant Treasurer

Date: 12-8-15

**EXHIBIT 1**

**APPROVED RATED AND CHARGES**



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 1A**

**COLLECTION SERVICE RATES**

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the MRWMD**

**SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$27.98
20 GAL CART	\$23.48
35 GAL CART	\$28.54
64 GAL CART	\$44.73
96 GAL CART	\$55.93

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$22.37
20 GAL CART	\$18.78
35 GAL CART	\$22.82
64 GAL CART	\$35.78
96 GAL CART	\$44.73

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$13.98
35 GAL CART	\$14.25
64 GAL CART	\$22.36
96 GAL CART	\$27.97

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$13.98
35 GAL CART	\$14.25
64 GAL CART	\$22.36
96 GAL CART	\$27.97

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	\$21.41	for default services, 3 containers
Backyard Service	\$7.15	each container
Difficult to Service	150%	of base rate

All of the below rates are per occurrence.

Additional Cart Exchange	\$79.76	each, in excess of 1 per year
Additional Cart Replacement	\$79.76	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	\$55.98	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	\$55.98	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	\$0.56	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	\$55.98	over 2 times per year
Composting Bin Delivery	\$111.94	
NSF Fee	\$25.47	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 1B**

**COLLECTION SERVICE RATES**

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the SVSWA**

SOLID WASTE 1ST CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$29.29
20 GAL CART	\$24.58
35 GAL CART	\$29.88
64 GAL CART	\$46.85
96 GAL CART	\$58.56

SOLID WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$23.44
20 GAL CART	\$19.66
35 GAL CART	\$23.89
64 GAL CART	\$37.47
96 GAL CART	\$46.85

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

RECYCLING ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$14.64
35 GAL CART	\$14.93
64 GAL CART	\$23.43
96 GAL CART	\$29.28

GREEN WASTE ADDITIONAL CONTAINER	MONTHLY RATE
CAN (32 GAL)	\$14.64
35 GAL CART	\$14.93
64 GAL CART	\$23.43
96 GAL CART	\$29.28

Can refers to customer owned 32 gallon container

ANCILLARY SERVICES	MONTHLY RATE	
Backyard Service	\$22.42	for default services, 3 containers
Backyard Service	\$7.48	each container
Difficult to Service	150%	of base rate

All of the below rates are per occurrence.

Additional Cart Exchange	\$83.53	each, in excess of 1 per year
Additional Cart Replacement	\$83.53	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	\$58.62	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	\$58.62	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	\$0.59	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	\$58.62	over 2 times per year
Composting Bin Delivery	\$117.23	
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 2A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL CART RATES in the MRWMD**

SOLID WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	\$24.62	\$24.62	\$49.24	\$73.86	\$98.48	\$123.10	\$147.72
35 GAL CART	\$30.21	\$30.21	\$60.42	\$90.63	\$120.84	\$151.05	\$181.26
64 GAL CART	\$47.01	\$47.01	\$94.02	\$141.03	\$188.04	\$235.05	\$282.06
96 GAL CART	\$58.21	\$58.21	\$116.42	\$174.63	\$232.84	\$291.05	\$349.26
CAN (32 GAL)	\$29.67	\$29.67	\$59.34	\$89.01	\$118.68	\$148.35	\$178.02

SOLID WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	\$19.70	\$19.70	\$39.40	\$59.10	\$78.80	\$98.50	\$118.20
35 GAL CART	\$24.17	\$24.17	\$48.34	\$72.51	\$96.68	\$120.85	\$145.02
64 GAL CART	\$37.61	\$37.61	\$75.22	\$112.83	\$150.44	\$188.05	\$225.66
96 GAL CART	\$46.56	\$46.56	\$93.12	\$139.68	\$186.24	\$232.80	\$279.36
CAN (32 GAL)	\$23.74	\$23.74	\$47.48	\$71.22	\$94.96	\$118.70	\$142.44

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	MONTHLY RATE	GREEN WASTE SUBSCRIPTION CART	MONTHLY RATE
35 GAL CART	\$15.10		
64 GAL CART	\$23.51	64 GAL CART	\$23.51
96 GAL CART	\$29.11	96 GAL CART	\$29.11

Roll Out Service;	\$7.15	per cart
Difficult to Service Customers;	150%	of base rate

All of the below rates are per occurrence.

Cleaning Fee	\$79.84	each cart
Additional Cart Exchange	\$79.84	each, in excess of 1 per year
Additional Cart Replacement	\$79.84	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$56.03	per yard, Multifamily customers only
Subscription On-Call Capacity	\$56.03	per yard
Un-containerized Material Surcharge	\$0.56	per gallon
Return for Inaccessible Containers	\$56.03	over 2 times per year
Lock Fee	\$28.01	per month per enclosure
Greater of:	\$11.21	per month per container
Composting Bin Delivery	\$112.04	
Reactivation Fee	\$28.01	after County approved service suspension
NSF Fee	\$25.47	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 2A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL FOODWASTE CART RATES in the MRWMD**

FOOD WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	RATE	1	2	3
64 GAL CART	\$47.01	\$47.01	\$94.02	\$141.03

FOOD WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	RATE	1	2	3
64 GAL CART	\$37.61	\$37.61	\$75.22	\$112.83

Roll Out Service:	\$7.15	per cart
Difficult to Service Customers;	150%	of base rate

All of the below rates are per occurrence.

Cleaning Fee	\$79.84	each cart
Additional Cart Exchange	\$79.84	each, in excess of 1 per year
Additional Cart Replacement	\$79.84	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$56.03	per yard, Multifamily customers only
Subscription On-Call Capacity	\$56.03	per yard
Un-containerized Material Surcharge	\$0.56	per gallon
Return for Inaccessible Containers	\$56.03	over 2 times per year
Lock Fee      Greater of:	\$28.01	per month per enclosure
	\$11.21	per month per container
Composting Bin Delivery	\$112.04	
Reactivation Fee	\$28.01	after County approved service suspension
NSF Fee	\$25.47	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 2B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL CART RATES in the SVSWA**

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
1ST CONTAINER	RATE	1	2	3	4	5	6
20 GAL CART	\$25.79	\$25.79	\$51.58	\$77.37	\$103.16	\$128.95	\$154.74
35 GAL CART	\$31.64	\$31.64	\$63.28	\$94.92	\$126.56	\$158.20	\$189.84
64 GAL CART	\$49.23	\$49.23	\$98.46	\$147.69	\$196.92	\$246.15	\$295.38
96 GAL CART	\$60.96	\$60.96	\$121.92	\$182.88	\$243.84	\$304.80	\$365.76
CAN (32 GAL)	\$31.07	\$31.07	\$62.14	\$93.21	\$124.28	\$155.35	\$186.42

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
ADDITIONAL CONTAINER	RATE	\$1.00	\$2.00	\$3.00	\$4.00	\$5.00	\$6.00
20 GAL CART	\$20.62	\$20.62	\$41.24	\$61.86	\$82.48	\$103.10	\$123.72
35 GAL CART	\$25.30	\$25.30	\$50.60	\$75.90	\$101.20	\$126.50	\$151.80
64 GAL CART	\$39.38	\$39.38	\$78.76	\$118.14	\$157.52	\$196.90	\$236.28
96 GAL CART	\$48.76	\$48.76	\$97.52	\$146.28	\$195.04	\$243.80	\$292.56
CAN (32 GAL)	\$24.87	\$24.87	\$49.74	\$74.61	\$99.48	\$124.35	\$149.22

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING	MONTHLY RATE	GREEN WASTE	MONTHLY RATE
ADDITIONAL CART		SUBSCRIPTION CART	
35 GAL CART	\$15.82		
64 GAL CART	\$24.61	64 GAL CART	\$24.61
96 GAL CART	\$30.49	96 GAL CART	\$30.49

Roll Out Service:	\$7.48	per cart
Difficult to Service Customers;	150%	of base rate

All of the below rates are per occurrence.

Cleaning Fee	\$83.60	each cart
Additional Cart Exchange	\$79.30	each, in excess of 1 per year
Additional Cart Replacement	\$79.30	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$55.64	per yard, Multifamily customers only
Subscription On-Call Capacity	\$55.64	per yard
Un-containerized Material Surcharge	\$0.56	per gallon
Return for Inaccessible Containers	\$55.64	over 2 times per year
Lock Fee	\$27.82	per month per enclosure
Greater of:	\$11.14	per month per container
Composting Bin Delivery	\$111.28	
Reactivation Fee	\$27.82	after County approved service suspension
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 2B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL FOODWASTE CART RATES in the SVSWA**

FOOD WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	RATE	1	2	3
64 GAL CART	\$49.23	\$49.23	\$98.46	\$147.69

FOOD WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK		
	RATE	1	2	3
64 GAL CART	\$39.38	\$39.38	\$78.76	\$118.14

Roll Out Service;	\$7.48	per cart
Difficult to Service Customers;	150%	of base rate

**All of the below rates are per occurrence.**

Cleaning Fee	\$83.60	each cart
Additional Cart Exchange	\$79.30	each, in excess of 1 per year
Additional Cart Replacement	\$79.30	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$55.64	per yard, Multifamily customers only
Subscription On-Call Capacity	\$55.64	per yard
Un-containerized Material Surcharge	\$0.56	per gallon
Return for Inaccessible Containers	\$55.64	over 2 times per year
Lock Fee    Greater of:	\$27.82	per month per enclosure
	\$11.14	per month per container
Composting Bin Delivery	\$111.28	
Reactivation Fee	\$27.82	after County approved service suspension
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1-- RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 3A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the MRWMD**

**SOLID WASTE**

NON-COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	\$110.30	\$110.30	\$220.60	\$330.90	\$441.20	\$551.50	\$661.80
1.5	\$97.63	\$146.45	\$292.89	\$439.34	\$585.78	\$732.23	\$878.67
2	\$84.93	\$169.86	\$339.72	\$509.58	\$679.44	\$849.30	\$1,019.16
3	\$84.93	\$254.79	\$509.58	\$764.37	\$1,019.16	\$1,273.95	\$1,528.74
4	\$81.63	\$326.52	\$653.04	\$979.56	\$1,306.08	\$1,632.60	\$1,959.12
6	\$78.32	\$469.92	\$939.84	\$1,409.76	\$1,879.68	\$2,349.60	\$2,819.52
8	\$75.00	\$600.00	\$1,200.00	\$1,800.00	\$2,400.00	\$3,000.00	\$3,600.00

At 25% of base

rate	At 50% base rate
Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$27.58	\$55.15
\$36.61	\$73.22
\$42.47	\$84.93
\$63.70	\$127.40
\$81.63	\$163.26
\$117.48	\$234.96
\$150.00	\$300.00

COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	\$220.62	\$220.62	\$441.24	\$661.86	\$882.48	\$1,103.10	\$1,323.72
2	\$169.88	\$339.76	\$679.52	\$1,019.28	\$1,359.04	\$1,698.80	\$2,038.56
3	\$169.88	\$509.64	\$1,019.28	\$1,528.92	\$2,038.56	\$2,548.20	\$3,057.84
4	\$163.26	\$653.04	\$1,306.08	\$1,959.12	\$2,612.16	\$3,265.20	\$3,918.24
5	\$159.94	\$799.70	\$1,599.40	\$2,399.10	\$3,198.80	\$3,998.50	\$4,798.20
6	\$156.64	\$939.84	\$1,879.68	\$2,819.52	\$3,759.36	\$4,699.20	\$5,639.04
7	\$153.32	\$1,073.24	\$2,146.48	\$3,219.72	\$4,292.96	\$5,366.20	\$6,439.44
8	\$150.03	\$1,200.24	\$2,400.48	\$3,600.72	\$4,800.96	\$6,001.20	\$7,201.44

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$55.16	\$110.31
\$84.94	\$169.88
\$127.41	\$254.82
\$163.26	\$326.52
\$199.93	\$399.85
\$234.96	\$469.92
\$268.31	\$536.62
\$300.06	\$600.12

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.  
Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$44.56	Per yard over free capacity
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For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$27.86	\$55.69	\$83.55	\$111.42	\$139.26	\$167.11

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$125.33	each bin
Additional Bin Exchange	\$83.55	each, in excess of 1 per year
Additional Bin Replacement	\$501.32	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$104.45	per yard, Multifamily customers only
Subscription On-Call Capacity	\$104.45	per yard
Bin Overflow	\$111.42	per yard
Return for Inaccessible Containers	\$55.69	over 2 times per year
Lock Fee	\$27.86	per month per enclosure
Greater of:	\$11.15	per month per container
Composting Bin Delivery	\$111.42	
Reactivation Fee	\$27.86	after County approved service suspension
NSF Fee	\$25.47	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 3A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL FOODWASTE BIN RATES in the MRWMD**

**FOOD WASTE**

NON-COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Per Yard	1	2	3
2	\$84.93	\$169.86	\$339.72	\$509.58

At 25% of base rate      At 50% base rate

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$42.47	\$84.93

COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Per Yard	1	2	3
2	\$169.88	\$339.76	\$679.52	\$1,019.28

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$84.94	\$169.88

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$27.86	\$55.69	\$83.55	\$111.42	\$139.26	\$167.11

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$125.33	each bin
Additional Bin Exchange	\$83.55	each, in excess of 1 per year
Additional Bin Replacement	\$501.32	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$104.45	per yard, Multifamily customers only
Subscription On-Call Capacity	\$104.45	per yard
Bin Overflow	\$111.42	per yard
Return for Inaccessible Containers	\$55.69	over 2 times per year
Lock Fee	Greater of:	
	\$27.86	per month per enclosure
	\$11.15	per month per container
Composting Bin Delivery	\$111.42	
Reactivation Fee	\$27.86	after County approved service suspension
NSF Fee	\$25.47	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 3B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the SVSWA**

**SOLID WASTE**

NON-COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	\$170.07	\$170.07	\$340.14	\$510.21	\$680.28	\$850.35	\$1,020.42
1.5	\$153.05	\$229.58	\$459.15	\$688.73	\$918.30	\$1,147.88	\$1,377.45
2	\$136.05	\$272.10	\$544.20	\$816.30	\$1,088.40	\$1,360.50	\$1,632.60
3	\$130.95	\$392.85	\$785.70	\$1,178.55	\$1,571.40	\$1,964.25	\$2,357.10
4	\$125.85	\$503.40	\$1,006.80	\$1,510.20	\$2,013.60	\$2,517.00	\$3,020.40
6	\$120.75	\$724.50	\$1,449.00	\$2,173.50	\$2,898.00	\$3,622.50	\$4,347.00
8	\$115.64	\$925.12	\$1,850.24	\$2,775.36	\$3,700.48	\$4,625.60	\$5,550.72

At 25% of base rate	At 50% base rate
Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$42.52	\$85.04
\$57.39	\$114.79
\$68.03	\$136.05
\$98.21	\$196.43
\$125.85	\$251.70
\$181.13	\$362.25
\$231.28	\$462.56

COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	\$340.13	\$ 340.13	\$ 680.26	\$ 1,020.39	\$ 1,360.52	\$ 1,700.65	\$ 2,040.78
2	\$272.09	\$ 544.18	\$ 1,088.36	\$ 1,632.54	\$ 2,176.72	\$ 2,720.90	\$ 3,265.08
3	\$261.89	\$ 785.67	\$ 1,571.34	\$ 2,357.01	\$ 3,142.68	\$ 3,928.35	\$ 4,714.02
4	\$251.69	\$ 1,006.76	\$ 2,013.52	\$ 3,020.28	\$ 4,027.04	\$ 5,033.80	\$ 6,040.56
5	\$246.59	\$ 1,232.95	\$ 2,465.90	\$ 3,698.85	\$ 4,931.80	\$ 6,164.75	\$ 7,397.70
6	\$241.49	\$ 1,448.94	\$ 2,897.88	\$ 4,346.82	\$ 5,795.76	\$ 7,244.70	\$ 8,693.64
7	\$236.38	\$ 1,654.66	\$ 3,309.32	\$ 4,963.98	\$ 6,618.64	\$ 8,273.30	\$ 9,927.96
8	\$231.26	\$ 1,850.08	\$ 3,700.16	\$ 5,550.24	\$ 7,400.32	\$ 9,250.40	\$ 11,100.48

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$85.03	\$170.07
\$136.05	\$272.09
\$196.42	\$392.84
\$251.69	\$503.38
\$308.24	\$616.48
\$362.24	\$724.47
\$413.67	\$827.33
\$462.52	\$925.04

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$47.11	Per yard over free capacity
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For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$29.46	\$58.92	\$88.38	\$117.83	\$147.30	\$176.75

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$132.56	each bin
Additional Bin Exchange	\$88.38	each, in excess of 1 per year
Additional Bin Replacement	\$530.25	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$110.46	per yard, Multifamily customers only
Subscription On-Call Capacity	\$110.46	per yard
Bin Overflow	\$117.83	per yard
Return for Inaccessible Containers	\$58.92	over 2 times per year
Lock Fee	\$29.46	per month per enclosure
Greater of:	\$11.78	per month per container
Composting Bin Delivery	\$117.83	
Reactivation Fee	\$29.46	after County approved service suspension
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--DRAFT RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 3B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL FOODWASTE BIN RATES in the SVSWA**

**FOOD WASTE**

NON-COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Per Yard	1	2	3
2	\$136.05	\$272.10	\$544.20	\$816.30

At 25% of base rate	At 50% base rate
Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$68.03	\$136.05

COMPACTED BINS		MONTHLY RATE BASED ON SERVICES PER WEEK		
CUBIC YARDS	Per Yard	1	2	3
2	\$272.09	\$544.18	\$1,088.36	\$1,632.54

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$136.05	\$272.09

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$29.46	\$58.92	\$88.38	\$117.83	\$147.30	\$176.75

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$132.56	each bin
Additional Bin Exchange	\$88.38	each, in excess of 1 per year
Additional Bin Replacement	\$530.25	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$110.46	per yard, Multifamily customers only
Subscription On-Call Capacity	\$110.46	per yard
Bin Overflow	\$117.83	per yard
Return for Inaccessible Containers	\$58.92	over 2 times per year
Lock Fee Greater of:	\$29.46	per month per enclosure
	\$11.78	per month per container
Composting Bin Delivery	\$117.83	
Reactivation Fee	\$29.46	after County approved service suspension
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 4A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL ROLL-OFF RATES in the MRWMD**

**SOLID WASTE**

**NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$353.37
7-8	\$407.36
9-10	\$461.10
11-15	\$514.81
16-20	\$552.99
21-30	\$627.66
31-40	\$767.09
41-50	\$918.41

**SOLID WASTE**

**COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$472.81
7-10	\$527.37
11-15	\$634.27
16-20	\$741.16
21-30	\$877.36
31-40	\$1,016.40
41-50	\$1,219.94

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	\$111.42	
Dry Run	\$167.11	trip charge, no haul
Stand By	\$222.81	per hour
Stand By	\$1,336.87	per day
Composting Bin Delivery	\$111.42	
Reactivation Fee	\$27.86	after County approved service suspension
NSF Fee	\$25.47	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

\$44.56	Per yard over free capacity
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**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016****FORM 4B****COLLECTION SERVICE RATES****MFD & COMMERCIAL ROLL-OFF RATES in the SVSWA****SOLID WASTE****NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$430.02
7-8	\$488.66
9-10	\$570.13
11-15	\$651.56
16-20	\$749.29
21-30	\$776.87
31-40	\$949.28
41-50	\$1,183.23

**SOLID WASTE****COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$527.76
7-10	\$588.68
11-15	\$636.43
16-20	\$684.19
21-30	\$1,221.99
31-40	\$1,236.50
41-50	\$1,482.42

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	\$117.83	
Dry Run	\$176.75	trip charge, no haul
Stand By	\$235.67	per hour
Stand By	\$1,414.00	per day
Composting Bin Delivery	\$117.83	
Reactivation Fee	\$29.46	after County approved service suspension
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

\$47.13	Per yard over free capacity
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**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 5**

**COLLECTION SERVICE RATES**

**TEMPORARY ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER PULL
1	\$104.07
1.5	\$130.84
2	\$157.61
3	\$236.40
4	\$302.03
6	\$433.27
8	\$551.34

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$285.00
7-10	\$309.80
11-20	\$371.74
21-30	\$458.48
31-40	\$557.61
41-50	\$657.87

Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days.

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$356.25
7-10	\$387.22
11-15	\$425.95
16-20	\$464.67
21-30	\$573.09
31-40	\$697.02
41-50	\$820.93

Compacted boxes refers to customer-owned compactors

Provided on a temporary or irregular basis.

Relocation	\$111.52	
Dry Run	\$167.29	trip charge, no haul
Demurrage Per Day	\$11.16	temporary rental, after five (5) days, not including delivery and removal days
Stand By	\$223.05	per hour
Stand By	\$1,338.26	per day
Composting Bin Delivery	\$111.52	
Reactivation Fee	\$27.88	after County approved service suspension
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

**RECYCLING CAPACITY - BINS**

\$44.60	Per yard
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**RECYCLING CAPACITY - ROLL-OFF**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 6B**

**COLLECTION SERVICE RATES**

**SPECIAL EVENT RATES in the SVSWA**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	\$170.07
1.5	\$229.58
2	\$272.09
3	\$392.84
4	\$503.36
6	\$724.45
8	\$925.12

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$430.02
7-10	\$488.66
11-20	\$749.29
21-30	\$776.87
31-40	\$949.28
41-50	\$1,183.23

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

<b>\$47.13</b>	Per yard over free capacity
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**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

<b>50%</b>	Loads greater than 1.5 but less than 2.5 tons
<b>75%</b>	Loads greater than or equal to 2.5 tons

Relocation	<b>\$117.83</b>	
Dry Run	<b>\$176.75</b>	trip charge, no haul
Stand By	<b>\$235.67</b>	per hour
Stand By	<b>\$1,414.00</b>	per day
Cleaning Fee	<b>\$132.56</b>	each container
Container Overflow	<b>\$117.83</b>	per yard
Lock Fee	<b>\$29.46</b>	per enclosure
Greater of:	<b>\$11.78</b>	per container
Reactivation Fee	<b>\$29.46</b>	after County approved service suspension
NSF Fee	<b>\$25.85</b>	bad check fee
Late Payment Fee	<b>1.5%</b>	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016****FORM 7****MAXIMUM RATES****EMERGENCY SERVICE RATES****EMPLOYEES**

<b>Labor Position</b>	<b>Hourly Rate</b>
Driver	<b>\$173.01</b>
Supervisor	<b>\$201.84</b>
Helper	<b>\$115.33</b>

**EQUIPMENT**

<b>Equipment Type</b>	<b>Make &amp; Model</b>	<b>Hourly Rate</b>
Side Loader	Autocar	<b>\$173.01</b>
Commercial Front End Loader	Autocar	<b>\$201.84</b>
Rear End Loader	Autocar	<b>\$173.01</b>
Roll Off	Autocar	<b>\$173.01</b>
Flat Bed Truck	Autocar	<b>\$86.50</b>

<b>Collection Vehicle Travel Costs per Mile</b>	<b>\$8.09</b>
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**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2016**

**FORM 8**

**DISPOSAL COSTS PER GALLON AND CUBIC YARD**

Form	2015 Disposal Cost	Disposal Increase / Decrease	2016 Disposal Cost
Form 1A the average disposal cost per gallon - MRWRD	\$0.0369	0.00%	\$0.0369
Form 1B the average disposal cost per gallon - SVSWA	\$0.0398	5.87%	\$0.0421
Form 2A the average disposal cost per gallon - MRWRD	\$0.0369	0.00%	\$0.0369
Form 2B the average disposal cost per gallon - SVSWA	\$0.0398	5.87%	\$0.0421
Form 3A the average disposal cost per cubic yard - MRWMD	\$3.8809	0.00%	\$3.8809
Form 3B the average disposal cost per cubic yard - SVSWA	\$5.8464	5.87%	\$6.1896
Form 3B the average processing and transportation cost per cubic yard via Transfer Station	\$1.9694	3.42%	\$2.0367
Form 4A the average disposal cost per cubic yard - MRWMD	\$3.8809	0.00%	\$3.8809
Form 4B the average disposal cost per cubic yard - SVSWA	\$5.8464	5.87%	\$6.1896
Form 4B the average processing and transportation cost per cubic yard via Transfer Station	\$1.9694	3.42%	\$2.0367
Form 6A the average disposal cost per cubic yard - MRWMD	\$3.8809	0.00%	\$3.8809
Form 6B the average disposal cost per cubic yard - SVSWA	\$5.8464	5.87%	\$6.1896
Form 6B the average processing and transportation cost per cubic yard via Transfer Station	\$1.9694	3.42%	\$2.0367

This form reflects the change in Tipping fee only. **This tab is informational only** - Source is RRI Disposal Pct.

Disposal costs listed above do not factor in the disposal cost for white goods, mattresses e-waste, bulkies, special waste, batteries, and oil as some of these materials are charged on a per-item basis.

This form corrects an error calculation made in 2010 and expands the decimal points to better capture the change in disposal and transportation costs.





## Monterey County

### Board Order

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

#### Agreement No.: A-11631

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Conducted hearing and:

- a. Approved Amendment No. 4 to the Unified Franchise Agreement A-11631 between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County, effective January 1, 2015, in order to amend Exhibit 1 of the Unified Franchise Agreement to adjust collection rates, and to amend Section 6.06.7, Section 7.06.7, Section 12.03 and Section 13.15 of the Unified Franchise Agreement; and
- b. Approved and authorized the Director of Health to execute Amendment No. 4 to the Unified Franchise Agreement A-11631 between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.

PASSED AND ADOPTED on this 9th day of December 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on December 9, 2014.

Dated: December 16, 2014  
File Number: A 14-277

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy



**AMENDMENT No. 4  
TO  
UNIFIED FRANCHISE AGREEMENT  
FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN  
UNINCORPORATED MONTEREY COUNTY  
BETWEEN COUNTY OF MONTEREY  
AND  
USA WASTE OF CALIFORNIA, INC.  
DBA CARMEL MARINA CORPORATION**

**THIS AMENDMENT No. 4** is made to the UNIFIED FRANCHISE AGREEMENT FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN UNINCORPORATED MONTEREY COUNTY dated February 9, 2010, and amended, pursuant to AMENDMENT No. 1 dated February 3, 2012 and AMENDMENT No. 2 dated November 13, 2012, and AMENDMENT No. 3 dated February 3, 2014 (hereafter, collectively referred to as "AGREEMENT") by and between the County of Monterey (hereafter, "COUNTY") and USA Waste of California Inc., dba Carmel Marina Corporation (hereafter, "CONTRACTOR") (collectively referred to as, the "Parties").

**WHEREAS**, COUNTY and CONTRACTOR wish to amend the AGREEMENT to adjust collection rates, effective January 1, 2015, for services provided by CONTRACTOR.

**NOW THEREFORE**, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 6, at Section 6.06.7 Triennial Visit as follows: CONTRACTOR shall visit each MFD Cart Customer at least every three (3) years during the term of this Agreement to perform a site waste assessment. As part of the assessment, CONTRACTOR shall meet with the property manager to review level of service and to discuss Diversion opportunities. The results of each visit shall be documented and reported in the monthly report to COUNTY.
2. Amend Article 7, at Section 7.06.7 Triennial Visit as follows: CONTRACTOR shall visit each MFD Bin Customer at least once every three (3) years during the term of this Agreement to perform a site waste assessment. As part of the assessment, CONTRACTOR shall meet with the MFD Bin Customer to review level of service and to discuss Diversion opportunities. The results of each visit shall be documented and reported in the monthly report to COUNTY.
3. Amend Article 12, at Section 12.03 Funding of the Performance and Billing Reviews as follows: During the initial term of this Agreement as set forth in Section 2.01, CONTRACTOR shall be responsible for paying performance and billing reviews costs in the amount of **Seventy Thousand Dollars (\$70,000.00)** adjusted by the CPI (as defined in Exhibit 2 attached to Amendment No. 3 and incorporated by this reference) at the same time as the Collection Service rates under Article 13. However, in the event that this Agreement is extended as provided in Section 2.02 or in Section 2.03 CONTRACTOR shall be responsible for paying additional performance and billing reviews costs in the amount of **Seventy Thousand Dollars (\$70,000.00)** adjusted by the CPI (as defined in Exhibit 2 attached to Amendment No. 3 and incorporated by this reference) at the same time as the

Collection Service under Article 13. Nothing in this Section shall prohibit COUNTY from conducting additional performance and billing reviews at COUNTY'S own expense.

4. Amend Article 13, at Section 13.13 Adjustments to Service Rates, Surcharges and Fees to replace the referenced Exhibit 1 "Approved Rates and Charges," approved and adopted pursuant to the Unified Franchise Agreement dated February 9, 2010, AMENDMENT No. 1, AMENDMENT No. 2, and AMENDMENT No. 3 with the new Exhibit 1 "Approved Rates and Charges" attached and incorporated by this reference and approved and adopted pursuant to this AMENDMENT No. 4.
5. Amend Article 13, at Section 13.15 Retroactive Adjustments. In the event of a change in a governmental, quasi-governmental, franchise, regulatory fee, or tipping fee which becomes effective at some time other than January 1st of any year, CONTRACTOR shall be compensated for such increase through the inclusion of a "retroactive element" in the next rate adjustment. COUNTY and CONTRACTOR agree that the "retroactive element" shall be an amount needed to compensate CONTRACTOR for increases in fees paid during the period from the inception of the fee increase through the subsequent December 31<sup>st</sup> and shall not include interest, overhead, or any other costs of any type. The "retroactive element" shall only be included in the rate structure for twelve (12) months or that period necessary to allow CONTRACTOR to recover all retroactive amounts, if less than twelve (12) months, and shall be removed prior to calculating the rates to be set as of the subsequent January 1st.
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 4 as of the last date opposite the respective signatures below.

COUNTY:

By: \_\_\_\_\_  
Name: Ray Bullick  
Title: Director of Health

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Mary Grace Perry, Deputy County Counsel

Date: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Chair, Pres. or Vice Pres.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Secretary, Assistant Secty,  
CFO or Assistant Treasurer

Date: \_\_\_\_\_



**EXHIBIT 1 APPROVED RATES AND CHARGES**  
**EFFECTIVE JANUARY 1, 2015**



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 1A**

**COLLECTION SERVICE RATES**

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the MRWMD**

**SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$ 27.46
20 GAL CART	\$ 23.04
35 GAL CART	\$ 28.01
64 GAL CART	\$ 43.90
96 GAL CART	\$ 54.89

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$ 21.96
20 GAL CART	\$ 18.43
35 GAL CART	\$ 22.40
64 GAL CART	\$ 35.12
96 GAL CART	\$ 43.90

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$ 13.72
35 GAL CART	\$ 13.99
64 GAL CART	\$ 21.95
96 GAL CART	\$ 27.45

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$ 13.72
35 GAL CART	\$ 13.99
64 GAL CART	\$ 21.95
96 GAL CART	\$ 27.45

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	\$ 21.01	for default services, 3 containers
Backyard Service	\$ 7.02	each container
Difficult to Service	150%	of base rate

All of the below rates are per occurrence.

Additional Cart Exchange	\$ 78.28	each, in excess of 1 per year
Additional Cart Replacement	\$ 78.28	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	\$ 54.94	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	\$ 54.94	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	\$ 0.55	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	\$ 54.94	over 2 times per year
Composting Bin Delivery	\$ 109.87	
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 1B**

**COLLECTION SERVICE RATES**

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the SVSWA**

**SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$ 28.33
20 GAL CART	\$ 23.77
35 GAL CART	\$ 28.90
64 GAL CART	\$ 45.31
96 GAL CART	\$ 56.64

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$ 22.67
20 GAL CART	\$ 19.02
35 GAL CART	\$ 23.11
64 GAL CART	\$ 36.24
96 GAL CART	\$ 45.31

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$ 14.16
35 GAL CART	\$ 14.44
64 GAL CART	\$ 22.66
96 GAL CART	\$ 28.32

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	\$ 14.16
35 GAL CART	\$ 14.44
64 GAL CART	\$ 22.66
96 GAL CART	\$ 28.32

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	\$ 21.68	for default services, 3 containers
Backyard Service	\$ 7.23	each container
Difficult to Service	150%	of base rate

**All of the below rates are per occurrence.**

Additional Cart Exchange	\$ 80.79	each, in excess of 1 per year
Additional Cart Replacement	\$ 80.79	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	\$ 56.70	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	\$ 56.70	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	\$ 0.57	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	\$ 56.70	over 2 times per year
Composting Bin Delivery	\$ 113.39	
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 2A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL CART RATES in the MRWMD**

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
1ST CONTAINER	RATE	1	2	3	4	5	6
20 GAL CART	\$ 24.16	\$ 24.16	\$ 48.32	\$ 72.48	\$ 96.64	\$ 120.80	\$ 144.96
35 GAL CART	\$ 29.65	\$ 29.65	\$ 59.30	\$ 88.95	\$ 118.60	\$ 148.25	\$ 177.90
64 GAL CART	\$ 46.14	\$ 46.14	\$ 92.28	\$ 138.42	\$ 184.56	\$ 230.70	\$ 276.84
96 GAL CART	\$ 57.13	\$ 57.13	\$ 114.26	\$ 171.39	\$ 228.52	\$ 285.65	\$ 342.78
CAN (32 GAL)	\$ 29.12	\$ 29.12	\$ 58.24	\$ 87.36	\$ 116.48	\$ 145.60	\$ 174.72

SOLID WASTE		MONTHLY RATE BASED ON SERVICES PER WEEK					
ADDITIONAL CONTAINER	RATE	1	2	3	4	5	6
20 GAL CART	\$ 19.33	\$ 19.33	\$ 38.66	\$ 57.99	\$ 77.32	\$ 96.65	\$ 115.98
35 GAL CART	\$ 23.72	\$ 23.72	\$ 47.44	\$ 71.16	\$ 94.88	\$ 118.60	\$ 142.32
64 GAL CART	\$ 36.91	\$ 36.91	\$ 73.82	\$ 110.73	\$ 147.64	\$ 184.55	\$ 221.46
96 GAL CART	\$ 45.70	\$ 45.70	\$ 91.40	\$ 137.10	\$ 182.80	\$ 228.50	\$ 274.20
CAN (32 GAL)	\$ 23.30	\$ 23.30	\$ 46.60	\$ 69.90	\$ 93.20	\$ 116.50	\$ 139.80

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING	MONTHLY RATE	GREEN WASTE	MONTHLY RATE
ADDITIONAL CART		SUBSCRIPTION CART	
35 GAL CART	\$ 14.82		
64 GAL CART	\$ 23.07	64 GAL CART	\$ 23.07
96 GAL CART	\$ 28.57	96 GAL CART	\$ 28.57

Roll Out Service:	\$ 7.02	per cart
Difficult to Service Customers;	150%	of base rate

All of the below rates are per occurrence.

Cleaning Fee	\$ 78.36	each cart
Additional Cart Exchange	\$ 78.36	each, in excess of 1 per year
Additional Cart Replacement	\$ 78.36	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$ 54.99	per yard, Multifamily customers only
Subscription On-Call Capacity	\$ 54.99	per yard
Un-containerized Material Surcharge	\$ 0.55	per gallon
Return for Inaccessible Containers	\$ 54.99	over 2 times per year
Lock Fee	\$ 27.49	per month per enclosure
Greater of:	\$ 11.00	per month per container
Composting Bin Delivery	\$ 109.96	
Reactivation Fee	\$ 27.49	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 2B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL CART RATES in the SVSWA**

SOLID WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	\$ 24.94	\$ 24.94	\$ 49.88	\$ 74.82	\$ 99.76	\$ 124.70	\$ 149.64
35 GAL CART	\$ 30.60	\$ 30.60	\$ 61.20	\$ 91.80	\$ 122.40	\$ 153.00	\$ 183.60
64 GAL CART	\$ 47.62	\$ 47.62	\$ 95.24	\$ 142.86	\$ 190.48	\$ 238.10	\$ 285.72
96 GAL CART	\$ 58.96	\$ 58.96	\$ 117.92	\$ 176.88	\$ 235.84	\$ 294.80	\$ 353.76
CAN (32 GAL)	\$ 30.05	\$ 30.05	\$ 60.10	\$ 90.15	\$ 120.20	\$ 150.25	\$ 180.30

SOLID WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	\$ 19.94	\$ 19.94	\$ 39.88	\$ 59.82	\$ 79.76	\$ 99.70	\$ 119.64
35 GAL CART	\$ 24.47	\$ 24.47	\$ 48.94	\$ 73.41	\$ 97.88	\$ 122.35	\$ 146.82
64 GAL CART	\$ 38.09	\$ 38.09	\$ 76.18	\$ 114.27	\$ 152.36	\$ 190.45	\$ 228.54
96 GAL CART	\$ 47.16	\$ 47.16	\$ 94.32	\$ 141.48	\$ 188.64	\$ 235.80	\$ 282.96
CAN (32 GAL)	\$ 24.05	\$ 24.05	\$ 48.10	\$ 72.15	\$ 96.20	\$ 120.25	\$ 144.30

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	MONTHLY RATE	GREEN WASTE SUBSCRIPTION CART	MONTHLY RATE
35 GAL CART	\$ 15.30		
64 GAL CART	\$ 23.80	64 GAL CART	\$ 23.80
96 GAL CART	\$ 29.49	96 GAL CART	\$ 29.49

Roll Out Service: \$ 7.23 per cart  
Difficult to Service Customers; 150% of base rate

All of the below rates are per occurrence.

Cleaning Fee	\$ 80.86	each cart
Additional Cart Exchange	\$ 76.70	each, in excess of 1 per year
Additional Cart Replacement	\$ 76.70	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$ 53.82	per yard, Multifamily customers only
Subscription On-Call Capacity	\$ 53.82	per yard
Un-containerized Material Surcharge	\$ 0.54	per gallon
Return for Inaccessible Containers	\$ 53.82	over 2 times per year
Lock Fee	\$ 26.91	per month per enclosure
Greater of:	\$ 10.77	per month per container
Composting Bin Delivery	\$ 107.63	
Reactivation Fee	\$ 26.91	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 3A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the MRWMD**

**SOLID WASTE**

**NON-COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	\$ 108.26	\$ 108.26	\$ 216.52	\$ 324.78	\$ 433.04	\$ 541.30	\$ 649.56
1.5	\$ 95.82	\$ 143.73	\$ 287.46	\$ 431.19	\$ 574.92	\$ 718.65	\$ 862.38
2	\$ 83.36	\$ 166.72	\$ 333.44	\$ 500.16	\$ 666.88	\$ 833.60	\$ 1,000.32
3	\$ 83.36	\$ 250.08	\$ 500.16	\$ 750.24	\$ 1,000.32	\$ 1,250.40	\$ 1,500.48
4	\$ 80.12	\$ 320.48	\$ 640.96	\$ 961.44	\$ 1,281.92	\$ 1,602.40	\$ 1,922.88
6	\$ 76.87	\$ 461.22	\$ 922.44	\$ 1,383.66	\$ 1,844.88	\$ 2,306.10	\$ 2,767.32
8	\$ 73.61	\$ 588.88	\$ 1,177.76	\$ 1,766.64	\$ 2,355.52	\$ 2,944.40	\$ 3,533.28

At 25% of base

rate	At 50% base rate
Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$ 27.07	\$ 54.13
\$ 35.93	\$ 71.87
\$ 41.68	\$ 83.36
\$ 62.52	\$ 125.04
\$ 80.12	\$ 160.24
\$ 115.31	\$ 230.61
\$ 147.22	\$ 294.44

**COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	\$ 216.53	\$ 216.53	\$ 433.06	\$ 649.59	\$ 866.12	\$ 1,082.65	\$ 1,299.18
2	\$ 166.73	\$ 333.46	\$ 666.92	\$ 1,000.38	\$ 1,333.84	\$ 1,667.30	\$ 2,000.76
3	\$ 166.73	\$ 500.19	\$ 1,000.38	\$ 1,500.57	\$ 2,000.76	\$ 2,500.95	\$ 3,001.14
4	\$ 160.23	\$ 640.92	\$ 1,281.84	\$ 1,922.76	\$ 2,563.68	\$ 3,204.60	\$ 3,845.52
5	\$ 156.98	\$ 784.90	\$ 1,569.80	\$ 2,354.70	\$ 3,139.60	\$ 3,924.50	\$ 4,709.40
6	\$ 153.74	\$ 922.44	\$ 1,844.88	\$ 2,767.32	\$ 3,689.76	\$ 4,612.20	\$ 5,534.64
7	\$ 150.48	\$ 1,053.36	\$ 2,106.72	\$ 3,160.08	\$ 4,213.44	\$ 5,266.80	\$ 6,320.16
8	\$ 147.25	\$ 1,178.00	\$ 2,356.00	\$ 3,534.00	\$ 4,712.00	\$ 5,890.00	\$ 7,068.00

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$ 54.13	\$ 108.27
\$ 83.37	\$ 166.73
\$ 125.05	\$ 250.10
\$ 160.23	\$ 320.46
\$ 196.23	\$ 392.45
\$ 230.61	\$ 461.22
\$ 263.34	\$ 526.68
\$ 294.50	\$ 589.00

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$ 43.73	Per yard over free capacity
----------	-----------------------------

For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$ 27.34	\$ 54.66	\$ 82.00	\$ 109.35	\$ 136.68	\$ 164.01

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$ 123.01	each bin
Additional Bin Exchange	\$ 82.00	each, in excess of 1 per year
Additional Bin Replacement	\$ 492.03	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$ 102.51	per yard, Multifamily customers only
Subscription On-Call Capacity	\$ 102.51	per yard
Bin Overflow	\$ 109.35	per yard
Return for Inaccessible Containers	\$ 54.66	over 2 times per year
Lock Fee	\$ 27.34	per month per enclosure
Greater of:	\$ 10.94	per month per container
Composting Bin Delivery	\$ 109.35	
Reactivation Fee	\$ 27.34	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 3B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the SVSWA**

**SOLID WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	\$ 164.49	\$ 164.49	\$ 328.98	\$ 493.47	\$ 657.96	\$ 822.45	\$ 986.94
1.5	\$ 148.03	\$ 222.05	\$ 444.09	\$ 666.14	\$ 888.18	\$ 1,110.23	\$ 1,332.27
2	\$ 131.59	\$ 263.18	\$ 526.36	\$ 789.54	\$ 1,052.72	\$ 1,315.90	\$ 1,579.08
3	\$ 126.66	\$ 379.98	\$ 759.96	\$ 1,139.94	\$ 1,519.92	\$ 1,899.90	\$ 2,279.88
4	\$ 121.72	\$ 486.88	\$ 973.76	\$ 1,460.64	\$ 1,947.52	\$ 2,434.40	\$ 2,921.28
6	\$ 116.79	\$ 700.74	\$ 1,401.48	\$ 2,102.22	\$ 2,802.96	\$ 3,503.70	\$ 4,204.44
8	\$ 111.85	\$ 894.80	\$ 1,789.60	\$ 2,684.40	\$ 3,579.20	\$ 4,474.00	\$ 5,368.80

**At 25% of base**

rate	At 50% base rate
Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$ 41.12	\$ 82.25
\$ 55.51	\$ 111.02
\$ 65.80	\$ 131.59
\$ 95.00	\$ 189.99
\$ 121.72	\$ 243.44
\$ 175.19	\$ 350.37
\$ 223.70	\$ 447.40

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	\$ 328.98	\$ 328.98	\$ 657.96	\$ 986.94	\$ 1,315.92	\$ 1,644.90	\$ 1,973.88
2	\$ 263.17	\$ 526.34	\$ 1,052.68	\$ 1,579.02	\$ 2,105.36	\$ 2,631.70	\$ 3,158.04
3	\$ 253.30	\$ 759.90	\$ 1,519.80	\$ 2,279.70	\$ 3,039.60	\$ 3,799.50	\$ 4,559.40
4	\$ 243.44	\$ 973.76	\$ 1,947.52	\$ 2,921.28	\$ 3,895.04	\$ 4,868.80	\$ 5,842.56
5	\$ 238.50	\$ 1,192.50	\$ 2,385.00	\$ 3,577.50	\$ 4,770.00	\$ 5,962.50	\$ 7,155.00
6	\$ 233.57	\$ 1,401.42	\$ 2,802.84	\$ 4,204.26	\$ 5,605.68	\$ 7,007.10	\$ 8,408.52
7	\$ 228.63	\$ 1,600.41	\$ 3,200.82	\$ 4,801.23	\$ 6,401.64	\$ 8,002.05	\$ 9,602.46
8	\$ 223.68	\$ 1,789.44	\$ 3,578.88	\$ 5,368.32	\$ 7,157.76	\$ 8,947.20	\$ 10,736.64

Extra Pick Up	Special Pick Up
On routed day	Non routed day
\$ 82.25	\$ 164.49
\$ 131.59	\$ 263.17
\$ 189.98	\$ 379.95
\$ 243.44	\$ 486.88
\$ 298.13	\$ 596.25
\$ 350.36	\$ 700.71
\$ 400.10	\$ 800.21
\$ 447.36	\$ 894.72

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

\$ 45.57	Per yard over free capacity
----------	-----------------------------

For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
\$ 28.49	\$ 56.99	\$ 85.48	\$ 113.97	\$ 142.47	\$ 170.95

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	\$ 128.21	each bin
Additional Bin Exchange	\$ 85.48	each, in excess of 1 per year
Additional Bin Replacement	\$ 512.86	each, in excess of subscribed container quantity
Excess On-Call Capacity	\$ 106.84	per yard, Multifamily customers only
Subscription On-Call Capacity	\$ 106.84	per yard
Bin Overflow	\$ 113.97	per yard
Return for Inaccessible Containers	\$ 56.99	over 2 times per year
Lock Fee	\$ 28.49	per month per enclosure
Greater of:	\$ 11.39	per month per container
Composting Bin Delivery	\$ 113.97	
Reactivation Fee	\$ 28.49	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015****FORM 4A****COLLECTION SERVICE RATES****MFD & COMMERCIAL ROLL-OFF RATES in the MRWMD****SOLID WASTE****NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$ 346.82
7-8	\$ 399.81
9-10	\$ 452.55
11-15	\$ 505.27
16-20	\$ 542.74
21-30	\$ 616.03
31-40	\$ 752.87
41-50	\$ 901.39

**SOLID WASTE****COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$ 464.05
7-10	\$ 517.60
11-15	\$ 622.51
16-20	\$ 727.42
21-30	\$ 861.10
31-40	\$ 997.56
41-50	\$ 1,197.33

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	\$ 109.35	
Dry Run	\$ 164.01	trip charge, no haul
Stand By	\$ 218.68	per hour
Stand By	\$ 1,312.09	per day
Composting Bin Delivery	\$ 109.35	
Reactivation Fee	\$ 27.34	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

\$ 43.73	Per yard over free capacity
----------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 4B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL ROLL-OFF RATES in the SVSWA**

**SOLID WASTE**

**NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$ 415.92
7-8	\$ 472.64
9-10	\$ 551.43
11-15	\$ 630.19
16-20	\$ 724.72
21-30	\$ 751.40
31-40	\$ 918.15
41-50	\$ 1,144.43

**SOLID WASTE**

**COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$ 510.45
7-10	\$ 569.38
11-15	\$ 615.56
16-20	\$ 661.75
21-30	\$ 1,181.92
31-40	\$ 1,195.95
41-50	\$ 1,433.81

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	\$ 113.97	
Dry Run	\$ 170.95	trip charge, no haul
Stand By	\$ 227.94	per hour
Stand By	\$ 1,367.63	per day
Composting Bin Delivery	\$ 113.97	
Reactivation Fee	\$ 28.49	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

\$ 45.58	Per yard over free capacity
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**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 5**

**COLLECTION SERVICE RATES**

**TEMPORARY ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER PULL
1	\$ 101.32
1.5	\$ 127.38
2	\$ 153.44
3	\$ 230.15
4	\$ 294.05
6	\$ 421.82
8	\$ 536.76

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$ 277.46
7-10	\$ 301.61
11-20	\$ 361.92
21-30	\$ 446.36
31-40	\$ 542.87
41-50	\$ 640.48

Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days.

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$ 346.83
7-10	\$ 376.99
11-15	\$ 414.69
16-20	\$ 452.39
21-30	\$ 557.95
31-40	\$ 678.60
41-50	\$ 799.23

Compacted boxes refers to customer-owned compactors

Provided on a temporary or irregular basis.

Relocation	\$ 108.58	
Dry Run	\$ 162.87	trip charge, no haul
Demurrage Per Day	\$ 10.86	temporary rental, after five (5) days, not including delivery and removal days
Stand By	\$ 217.15	per hour
Stand By	\$ 1,302.89	per day
Composting Bin Delivery	\$ 108.58	
Reactivation Fee	\$ 27.14	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

**RECYCLING CAPACITY - BINS**

43.42	Per yard
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**RECYCLING CAPACITY - ROLL-OFF**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015****FORM 6A****COLLECTION SERVICE RATES****SPECIAL EVENT RATES in the MRWMD****SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	\$ 108.26
1.5	\$ 143.72
2	\$ 166.72
3	\$ 250.08
4	\$ 320.45
6	\$ 461.19
8	\$ 588.94

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$ 346.82
7-10	\$ 399.81
11-20	\$ 542.74
21-30	\$ 616.03
31-40	\$ 752.87
41-50	\$ 901.39

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

\$ 43.73	Per yard over free capacity
----------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	\$ 109.35	
Dry Run	\$ 164.01	trip charge, no haul
Stand By	\$ 218.68	per hour
Stand By	\$ 1,312.09	per day
Cleaning Fee	\$ 123.01	each container
Container Overflow	\$ 109.35	per yard
Lock Fee	Greater of:	\$ 27.34 per enclosure
		\$ 10.94 per container
Reactivation Fee	\$ 27.34	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015**

**FORM 6B**

**COLLECTION SERVICE RATES**

**SPECIAL EVENT RATES in the SVSWA**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	\$ 164.49
1.5	\$ 222.05
2	\$ 263.17
3	\$ 379.96
4	\$ 486.85
6	\$ 700.69
8	\$ 894.78

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$ 415.92
7-10	\$ 472.64
11-20	\$ 724.72
21-30	\$ 751.40
31-40	\$ 918.15
41-50	\$ 1,144.43

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

\$ 45.58	Per yard over free capacity
----------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	\$ 113.97	
Dry Run	\$ 170.95	trip charge, no haul
Stand By	\$ 227.94	per hour
Stand By	\$ 1,367.63	per day
Cleaning Fee	\$ 128.21	each container
Container Overflow	\$ 113.97	per yard
Lock Fee	\$ 28.49	per enclosure
	\$ 11.39	per container
Reactivation Fee	\$ 28.49	after County approved service suspension
NSF Fee	\$ 25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015****FORM 7****MAXIMUM RATES****EMERGENCY SERVICE RATES****EMPLOYEES**

<b>Labor Position</b>	<b>Hourly Rate</b>
Driver	\$ 162.87
Supervisor	\$ 190.01
Helper	\$ 108.58

**EQUIPMENT**

<b>Equipment Type</b>	<b>Make &amp; Model</b>	<b>Hourly Rate</b>
Side Loader	Autocar	\$ 162.87
Commercial Front End Loader	Autocar	\$ 190.01
Rear End Loader	Autocar	\$ 162.87
Roll Off	Autocar	\$ 162.87
Flat Bed Truck	Autocar	\$ 81.43

Collection Vehicle Travel Costs per Mile	\$ 7.61
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## EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2015

## FORM 8

## DISPOSAL COSTS PER GALLON AND CUBIC YARD

Form	2014 Disposal Cost	Disposal Increase / Decrease	Multiplier	2015 Disposal Cost
Form 1A the average disposal cost per gallon - MRWRD	\$0.0369	0.00%	100.00%	\$0.0369
Form 1B the average disposal cost per gallon - SVSWA	\$0.0430	-7.63%	92.37%	\$0.0398
Form 2A the average disposal cost per gallon - MRWRD	\$0.0369	0.00%	100.00%	\$0.0369
Form 2B the average disposal cost per gallon - SVSWA	\$0.0430	-7.63%	92.37%	\$0.0398
Form 3A the average disposal cost per cubic yard - MRWMD	\$3.8809	0.00%	100.00%	\$3.8809
Form 3B the average disposal cost per cubic yard - SVSWA	\$6.3295	-7.63%	92.37%	\$5.8464
Form 3B the average processing and transportation cost per cubic yard via Transfer Station	\$1.9044	0.68%	100.68%	\$1.9174
Form 4A the average disposal cost per cubic yard - MRWMD	\$3.8809	0.00%	100.00%	\$3.8809
Form 4B the average disposal cost per cubic yard - SVSWA	\$6.3295	-7.63%	92.37%	\$5.8464
Form 4B the average processing and transportation cost per cubic yard via Transfer Station	\$1.9044	0.68%	100.68%	\$1.9174
Form 6A the average disposal cost per cubic yard - MRWMD	\$3.8809	0.00%	100.00%	\$3.8809
Form 6B the average disposal cost per cubic yard - SVSWA	\$6.3295	-7.63%	92.37%	\$5.8464
Form 6B the average processing and transportation cost per cubic yard via Transfer Station	\$1.9044	0.68%	100.68%	\$1.9174

This form reflects the change in Tipping fee only. **This tab is informational only** - Source is RRI Disposal Pct.

Disposal costs listed above do not factor in the disposal cost for white goods, mattresses e-waste, bulkies, special waste, batteries, and oil as some of these materials are charged on a per-item basis.

This form corrects an error calculation made in 2010 and expands the decimal points to better capture the change in disposal and transportation costs.



## Monterey County

### Board Order

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

#### **Adopted Resolution No. 13-366 which includes the following:**

##### **Motion 1:**

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Amended Article 17.07.1.1 ff of the Unified Franchise Agreement to modify the Hazardous Waste Recognition and Response training requirements.

PASSED AND ADOPTED on this 10th day of December 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

##### **Motion 2:**

Upon motion of Supervisor Potter, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Amended Exhibit 2 of the UFA to change the disposal categories of the Refuse Rate Index.

PASSED AND ADOPTED on this 10th day of December 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

##### **Motion 3:**

Upon motion of Supervisor Potter, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Amended Exhibit 1 of the UFA to adjust collection rates by 2.46% for all rate payers within the Monterey Regional Waste Management District.

PASSED AND ADOPTED on this 10th day of December 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None



**Motion 4:**

Upon motion of Supervisor Potter, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Amended Exhibit 1 of the UFA to adjust collection rates by 8.03% for all rate payers within the Salinas Valley Solid Waste Authority.

PASSED AND ADOPTED on this 10th day of December 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Parker and Potter

NOES: Supervisor Calcagno

ABSENT: None

**Motion 5:**

Upon motion of Supervisor Potter, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized and directed the Director of Health to execute for Amendment No. 3 to the UFA to implement the amendments just approved.

PASSED AND ADOPTED on this 10th day of December 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Parker and Potter

NOES: Supervisor Calcagno

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on December 10, 2013.

Dated: December 23, 2013  
File Number: A 13-282

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By  Deputy



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

**Resolution No.: 13-366**

One resolution:

- a. Approving amendments to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County, effective January 1, 2014, specifically amending (i) Article 17.07.1.1ff to modify the hazardous waste recognition and response training requirements; (ii) Exhibit 2 to change the disposal categories of the Refuse Rate Index; (iii) Exhibit 1 of the Unified Franchise Agreement to adjust collection rates by 2.46% for all rate payers within the Monterey Regional Waste Management District; and (iv) Exhibit 1 to adjust collection rates by 2.46% by 8.03% for all rate payers within the Salinas Valley Solid Waste Authority; and )
- b. Approving and authorizing the Director of Health to execute Amendment No. 3 to the Unified Franchise Agreement A-11631 (Agreement No. 3) implementing the above described amendments..... )

WHEREAS, the Director of Health seeks authorization to execute Amendment No. 3 to the Unified Franchise Agreement (Agreement No. A-11631, hereafter, AGREEMENT) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation (Contractor); and

WHEREAS, this matter was first considered at the November 5, 2013, meeting of the Board of Supervisors and continued to December 10, 2013; and

WHEREAS, Amendment No. 3 would amend the AGREEMENT at Article 13, Section 13.13 "Adjustments to Service Rates, Surcharges and Fees" to replace the service rates, surcharges and fees set forth in the attachment to Exhibit 1 "Approved Rates and Charges," previously approved and adopted pursuant to Amendment No. 1 and Amendment No. 2, respectively, with the proposed new attachment to Exhibit 1 "Approved Rates and Charges" to reflect a rate adjustment; and

WHEREAS, in accordance with Article 13.13ff of the AGREEMENT, Contractor has submitted a request for rate adjustment that, based on calculations set forth in the AGREEMENT, justifies an across-the-board rate increase for solid waste and recyclables collection services for each of four customer categories:

- 2.46 % increase for residential, multi-family, and commercial cart customers within MRWMD jurisdictional boundaries;
- 8.03 % increase for residential, multi-family, and commercial cart customers within SVSWA jurisdictional boundaries;
- 2.46 % increase for multi-family bin, commercial bin, roll-off, and large venue events customers within MRWMD jurisdictional boundaries;



- 8.03 % increase for multi-family bin, commercial bin, roll-off, and large venue events customers within SVSWA jurisdictional boundaries; and

WHEREAS, Environmental Health Bureau staff has carefully evaluated Contractor's request, and believes it to be accurate and in compliance with the AGREEMENT;

WHEREAS, On February 2, 2010, said AGREEMENT was awarded to Contractor; and

WHEREAS, Article 13 "Billing and Payment," Subsection 13.13.2.1, provides that: "On January 1, 2012, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the Refuse Rate Index (RRI) percentage adjustment;" and

WHEREAS, the current RRI computations take into consideration tipping and other fees approved by the MRWMD and SVSWA, which are a direct "pass through" to the rate payers, and also account for increases in Contractor's actual operating expenses; and

WHEREAS, approval of said RRI increase is consistent with the terms of the AGREEMENT; and

WHEREAS, this matter was considered by the Board of Supervisors on December 10, 2013, at which time the Board approved amendments to the AGREEMENT as follows: (i) by a unanimous vote, an amendment to Article 17.07.1.1ff to modify the hazardous waste recognition and response training requirements; (ii) by a unanimous vote, an amendment to Exhibit 2 to change the disposal categories of the Refuse Rate Index; (iii) by a unanimous vote, an amendment to Exhibit 1 of the Unified Franchise Agreement to adjust collection rates by 2.46% for all rate payers within the Monterey Regional Waste Management District; and (iv) by a 4-1 vote (District 2 dissenting), an amendment to Exhibit 1 to adjust collection rates by 8.03% for all rate payers within the Salinas Valley Solid Waste Authority; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Supervisors in and for the County of Monterey that Amendment No. 3 to the Unified Franchise Agreement No. A-11631 between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey implementing the above described amendments is hereby approved, and the Director of Health is hereby authorized and directed to execute Amendment No. 3 for and on behalf of the County.

**PASSED AND ADOPTED** upon motion of Supervisor Calcagno, seconded by Supervisor Parker and carried this 10th day of December 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Parker and Potter

NOES: Supervisor Calcagno

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on December 10, 2013.

Dated: December 23, 2013  
File Number: A 13-282

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By 

Deputy



**AMENDMENT No. 3  
TO  
UNIFIED FRANCHISE AGREEMENT  
FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN  
UNINCORPORATED MONTEREY COUNTY  
BETWEEN COUNTY OF MONTEREY  
AND  
USA WASTE OF CALIFORNIA, INC.  
DBA CARMEL MARINA CORPORATION**

**(Agreement No. A-11631)**

**THIS AMENDMENT No. 3** is made to the UNIFIED FRANCHISE AGREEMENT FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN UNINCORPORATED MONTEREY COUNTY dated February 9, 2010, and amended, pursuant to AMENDMENT No. 1 dated February 3, 2012 and AMENDMENT No. 2 dated November 13, 2012 (hereafter, "AGREEMENT") by and between the County of Monterey (hereafter, "County") and USA Waste of California Inc., dba Carmel Marina Corporation (hereafter, "Contractor") (collectively referred to as, the "Parties").

**WHEREAS**, County and Contractor wish to amend the AGREEMENT to adjust collection rates, effective January 1, 2014, for services provided by Contractor.

**NOW THEREFORE**, County and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 17, at Section 17.07.1 as follows:

17.07.1 Waste Screening Protocol. For all drivers, route supervisors, and any other employee that is reasonably likely to encounter Hazardous Waste, Contractor will develop and implement a written Waste Screening Protocol in compliance with applicable law and including the following provisions:

17.07.1.1 Awareness Level training meeting the requirements of 29 CFR 1910.120(q)(6)(i), including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident;

2. Delete Article 17, Sections 17.07.1.2 and 17.07.1.3.
3. Replace Exhibit 2 with the attached new Exhibit 2 (incorporated by this reference).
4. Amend Article 13, at Section 13.13 Adjustments to Service Rates, Surcharges and Fees to replace the referenced Exhibit 1 "Approved Rates and Charges," approved and adopted pursuant to AMENDMENT No. 1 and AMENDMENT No. 2 with the attached new Exhibit 1 "Approved Rates and Charges" (incorporated by this reference) approved and adopted pursuant to this AMENDMENT No. 3.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.



IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 as of the last date opposite the respective signatures below.

COUNTY:

CONTRACTOR: USA Waste of California Inc., dba Carmel Marina Corporation

By: 

Name: Ray Bullick

Title: Director of Health

Date: 2-3-14

Approved as to form and legality:

  
Mary Grace Perry, Deputy County Counsel

Date: 1-31-2014

By: 

Name: Barry Scotland

Title: President

Chair, Pres or Vice Pres.

Date: 1-22-2014

By: 

Title: Assistant Secty

Secretary, Assistant Secty,  
CFO or Assistant Treasurer

Date: 1/22/14

## **EXHIBIT 2 REFUSE RATE INDEX**

## Exhibit 2 Refuse Rate Index

3413  
3414

3415 The "Refuse Rate Index" adjustment shall be calculated in the following manner:

3416 The expenses of the Collection Services for the designated fiscal period shall be prepared in the  
3417 format set forth in the Operating Cost Statement - Description on the following page of this  
3418 Exhibit.

3419 2. The expenses of the Collection Services shall be broken down into the following six (6)  
3420 cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance, All Other and  
3421 Disposal. Each cost category is assigned a weighted percentage factor on that cost category's  
3422 proportionate share of the total of the costs shown for all cost categories.

3423 3. The following five (5) indices published by the United States Department of Labor,  
3424 Bureau of Labor Statistics (BLS), and the actual change in the Disposal Facility Tip Fee are  
3425 used to calculate the adjustment for each cost category. The change in each index and the Tip  
3426 Fees is calculated on a twelve-month fiscal period in accordance with the terms of the  
3427 Agreement. In the event any index is discontinued, a successor index shall be selected by  
3428 COUNTY. Successor indices shall be those indices that are most closely equivalent to the  
3429 discontinued indices as recommended by the BLS.

3430 **Cost Category**

**Index**

3431 Labor	Series ID: ceu6056210008 Service-Producing Industries
3432 Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel
3433 Vehicle Replacement	Series ID: wpu141301 Truck and bus bodies sold separately
3434 Vehicle Maintenance	Series ID: pcu336211336211 Industrial truck and trailer mfg.
3435 All Other	Series ID: cuura422sa0 Consumer Price Index, All Urban 3436 Consumers, All Items - Bay Area
3437 Disposal	The actual tip fee charged to the CONTRACTOR by the MRWMD 3438 and/or SVSWA Disposal Facility.

3439 4. The percentage weight for each cost category is multiplied by the change in each  
3440 appropriate index to calculate a weighted percentage for each cost category. The weighted  
3441 percentage changes for each of the first five (5) cost categories are added together to calculate  
3442 the Collection component of the Refuse Rate Index. The appropriate Disposal component of  
3443 the RRI is then added to the Collection component to calculate the RRI. While the Collection  
3444 component of the RRI uses the same indices for all rates, the Disposal component uses  
3445 different indices for; 1) SFD, MFD and Commercial Cart Rates for customers within the  
3446 MRWMD boundaries; 2) SFD, MFD and Commercial Cart Rates for customers within the  
3447 SVSWA boundaries 3) MFD Bin, Commercial Bin, Roll-off, and Large Venue Events Rates for  
3448 Customers within the MRWMD boundaries; and 4) MFD Bin, Commercial Bin, Roll-off, and  
3449 Large Venue Events Rates for Customers within the SVSWA boundaries. (see example).

3450 Operating Cost Statement - Description

3451 **Labor:** List all administrative, officer, operation and maintenance salary accounts.

3452 List payroll tax accounts directly related to the above salary accounts.



Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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- 3453 List employee group medical and life accounts directly related to the above  
3454 salary accounts.
- 3455 List employee retirement or profit sharing contributions accounts directly related  
3456 to the above salary accounts.
- 3457
- 3458 **Diesel Fuel:** List all diesel fuel accounts.
- 3459 **Vehicle Replacement:**
- 3460 List all collection and collection related vehicle depreciation accounts.
- 3461 List all vehicle lease or rental accounts related to collection or collection related  
3462 vehicles.
- 3463 **Vehicle Maintenance:**
- 3464 List all collection or collection related vehicle parts accounts.
- 3465 **All Other:** List all other expense accounts related to the services provided under this  
3466 Agreement. This category includes all insurance including general liability, fire,  
3467 truck damage, and extended coverage; rent on property, truck licenses and  
3468 permits; real and personal property taxes; telephone and other utilities; employee  
3469 uniforms; safety equipment; general yard repairs and maintenance; non-diesel  
3470 fuel; office supplies; postage; trade association dues and subscription;  
3471 advertising; and miscellaneous other expenses.
- 3472 **Disposal:** The Disposal Tip Fee component will vary for each of the four (4) RRI's, 1)  
3473 SFD, MFD and Commercial Cart Rate RRI for Customers within the MRWMD  
3474 boundaries; 2) SFD, MFD and Commercial Cart Rate RRI for Customers within  
3475 the SVSWA boundaries 3) MFD Bin, Commercial Bin, Roll-off and Large Venue  
3476 Events Rate RRI for Customers within the MRWMD boundaries; and 4) MFD Bin,  
3477 Commercial Bin, Roll-off and Large Venue Events Rate RRI for Customers within  
3478 the SVSWA boundaries.
- 3479 **Disposal (SFD, MFD and Commercial Cart Services in the MRWMD):**
- 3480 List all disposal costs related to the provision of SFD Collection Services, MFD  
3481 Cart Collection Services, and Commercial Cart Collection Services provided  
3482 within the MRWMD boundaries.
- 3483 **Disposal (SFD, MFD and Commercial Cart Services in the SVSWA):**
- 3484 List all disposal costs related to the provision of SFD Collection Services, MFD  
3485 Cart Collection Services, and Commercial Cart Collection Services provided  
3486 within the SVSWA boundaries.
- 3487
- 3488 **Disposal (MFD Bin, Commercial Bin, Roll-off and Large Venue Events Services in the**  
3489 **MRWMD):**
- 3490 List all disposal costs related to the provision of MFD Bin Collection Services  
3491 Commercial Bin Collection Services, Roll-off and Large Venue Events Collection  
3492 Services provided within the MRWMD boundaries.

3493 **Disposal (MFD Bin, Commercial Bin, Roll-off and Large Venue Events Services in the**  
3494 **SVSWA):**

3495 List all disposal costs related to the provision of MFD Bin Collection Services and  
3496 Commercial Bin Collection Services, Roll-off and Large Venue Events Collection  
3497 Services provided within the SVSWA boundaries.

3498

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3500

## **EXHIBIT 1 APPROVED RATES AND CHARGES**



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014**

**FORM 1A**

**COLLECTION SERVICE RATES**

**SINGLE FAMILY DWELLING COLLECTION SERVICE in the MRWMD**

**SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	27.08
20 GAL CART	22.72
35 GAL CART	27.62
64 GAL CART	43.30
96 GAL CART	54.13

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	21.66
20 GAL CART	18.18
35 GAL CART	22.09
64 GAL CART	34.64
96 GAL CART	43.30

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	13.53
35 GAL CART	13.80
64 GAL CART	21.65
96 GAL CART	27.07

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	13.53
35 GAL CART	13.80
64 GAL CART	21.65
96 GAL CART	27.07

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	20.72	for default services, 3 containers
Backyard Service	6.92	each container
Difficult to Service	150%	of base rate

All of the below rates are per occurrence.

Additional Cart Exchange	77.20	each, in excess of 1 per year
Additional Cart Replacement	77.20	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	54.18	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	54.18	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	0.54	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	54.18	over 2 times per year
Composting Bin Delivery	108.36	
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014****FORM 1B****COLLECTION SERVICE RATES****SINGLE FAMILY DWELLING COLLECTION SERVICE in the SVSWA****SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	28.55
20 GAL CART	23.95
35 GAL CART	29.12
64 GAL CART	45.65
96 GAL CART	57.07

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	22.84
20 GAL CART	19.16
35 GAL CART	23.29
64 GAL CART	36.52
96 GAL CART	45.65

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	14.27
35 GAL CART	14.55
64 GAL CART	22.83
96 GAL CART	28.54

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	14.27
35 GAL CART	14.55
64 GAL CART	22.83
96 GAL CART	28.54

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	21.84	for default services, 3 containers
Backyard Service	7.29	each container
Difficult to Service	150%	of base rate

All of the below rates are per occurrence.

Additional Cart Exchange	81.40	each, in excess of 1 per year
Additional Cart Replacement	81.40	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	57.13	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	57.13	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	0.57	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	57.13	over 2 times per year
Composting Bin Delivery	114.25	
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014**

**FORM 2A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL CART RATES in the MRWMD**

**SOLID WASTE**

**1ST CONTAINER**

	RATE	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
20 GAL CART	23.83	23.83	47.66	71.49	95.32	119.15	142.98
35 GAL CART	29.24	29.24	58.48	87.72	116.96	146.20	175.44
64 GAL CART	45.50	45.50	91.00	136.50	182.00	227.50	273.00
96 GAL CART	56.34	56.34	112.68	169.02	225.36	281.70	338.04
CAN (32 GAL)	28.72	28.72	57.44	86.16	114.88	143.60	172.32

**SOLID WASTE**

**ADDITIONAL CONTAINER**

	RATE	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
20 GAL CART	19.06	19.06	38.12	57.18	76.24	95.30	114.36
35 GAL CART	23.39	23.39	46.78	70.17	93.56	116.95	140.34
64 GAL CART	36.40	36.40	72.80	109.20	145.60	182.00	218.40
96 GAL CART	45.07	45.07	90.14	135.21	180.28	225.35	270.42
CAN (32 GAL)	22.98	22.98	45.96	68.94	91.92	114.90	137.88

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

**RECYCLING**

**ADDITIONAL CART**

	MONTHLY RATE
35 GAL CART	14.62
64 GAL CART	22.75
96 GAL CART	28.18

**GREEN WASTE**

**SUBSCRIPTION CART**

	MONTHLY RATE
64 GAL CART	22.75
96 GAL CART	28.18

Roll Out Service: 6.92 per cart  
Difficult to Service Customers; 150% of base rate

All of the below rates are per occurrence.

Cleaning Fee	77.28	each cart
Additional Cart Exchange	77.28	each, in excess of 1 per year
Additional Cart Replacement	77.28	each, in excess of subscribed container quantity
Excess On-Call Capacity	54.23	per yard, Multifamily customers only
Subscription On-Call Capacity	54.23	per yard
Un-containerized Material Surcharge	0.54	per gallon
Return for Inaccessible Containers	54.23	over 2 times per year
Lock Fee Greater of	27.11	per month per enclosure
	10.85	per month per container
Composting Bin Delivery	108.45	
Reactivation Fee	27.11	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014****FORM 2B****COLLECTION SERVICE RATES****MFD & COMMERCIAL CART RATES in the SVSWA****SOLID WASTE****1ST CONTAINER**

	RATE	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
20 GAL CART	25.13	25.13	50.26	75.39	100.52	125.65	150.78
35 GAL CART	30.83	30.83	61.66	92.49	123.32	154.15	184.98
64 GAL CART	47.98	47.98	95.96	143.94	191.92	239.90	287.88
96 GAL CART	59.41	59.41	118.82	178.23	237.64	297.05	356.46
CAN (32 GAL)	30.28	30.28	60.56	90.84	121.12	151.40	181.68

**SOLID WASTE****ADDITIONAL CONTAINER**

	RATE	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
20 GAL CART	20.09	20.09	40.18	60.27	80.36	100.45	120.54
35 GAL CART	24.66	24.66	49.32	73.98	98.64	123.30	147.96
64 GAL CART	38.38	38.38	76.76	115.14	153.52	191.90	230.28
96 GAL CART	47.52	47.52	95.04	142.56	190.08	237.60	285.12
CAN (32 GAL)	24.23	24.23	48.46	72.69	96.92	121.15	145.38

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

**RECYCLING****ADDITIONAL CART**

	MONTHLY RATE
35 GAL CART	15.42
64 GAL CART	23.98
96 GAL CART	29.71

**GREEN WASTE****SUBSCRIPTION CART**

	MONTHLY RATE
64 GAL CART	23.98
96 GAL CART	29.71

Roll Out Service: 7.29 per cart  
 Difficult to Service Customers; 150% of base rate

All of the below rates are per occurrence.

Cleaning Fee	81.48	each cart
Additional Cart Exchange	81.48	each, in excess of 1 per year
Additional Cart Replacement	81.48	each, in excess of subscribed container quantity
Excess On-Call Capacity	57.18	per yard, Multifamily customers only
Subscription On-Call Capacity	57.18	per yard
Un-containerized Material Surcharge	0.57	per gallon
Return for Inaccessible Containers	57.18	over 2 times per year
Lock Fee Greater of	28.58	per month per enclosure
	11.44	per month per container
Composting Bin Delivery	114.35	
Reactivation Fee	28.58	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014**

**FORM 3A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the MRWMD**

**SOLID WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	106.77	106.77	213.54	320.31	427.08	533.85	640.62
1.5	94.50	141.75	283.50	425.25	567.00	708.75	850.50
2	82.21	164.42	328.84	493.26	657.68	822.10	986.52
3	82.21	246.63	493.26	739.89	986.52	1,233.15	1,479.78
4	79.02	316.08	632.16	948.24	1,264.32	1,580.40	1,896.48
6	75.81	454.86	909.72	1,364.58	1,819.44	2,274.30	2,729.16
8	72.60	580.80	1,161.60	1,742.40	2,323.20	2,904.00	3,484.80

At 25% of base  
rate

At 50% base rate

Extra Pick Up On routed day	Special Pick Up Non routed day
26.69	53.39
35.44	70.88
41.11	82.21
61.66	123.32
79.02	158.04
113.72	227.43
145.20	290.40

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	213.55	213.55	427.10	640.65	854.20	1,067.75	1,281.30
2	164.43	328.86	657.72	986.58	1,315.44	1,644.30	1,973.16
3	164.43	493.29	986.58	1,479.87	1,973.16	2,466.45	2,959.74
4	158.02	632.08	1,264.16	1,896.24	2,528.32	3,160.40	3,792.48
5	154.82	774.10	1,548.20	2,322.30	3,096.40	3,870.50	4,644.60
6	151.62	909.72	1,819.44	2,729.16	3,638.88	4,548.60	5,458.32
7	148.41	1,038.87	2,077.74	3,116.61	4,155.48	5,194.35	6,233.22
8	145.22	1,161.76	2,323.52	3,485.28	4,647.04	5,808.80	6,970.56

Extra Pick Up On routed day	Special Pick Up Non routed day
53.39	106.78
82.22	164.43
123.32	246.65
158.02	316.04
193.53	387.05
227.43	454.86
259.72	519.44
290.44	580.88

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.  
Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

43.13	Per yard over free capacity
-------	-----------------------------

For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
26.96	53.91	80.87	107.84	134.80	161.75

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	121.32	each bin
Additional Bin Exchange	80.87	each, in excess of 1 per year
Additional Bin Replacement	485.26	each, in excess of subscribed container quantity
Excess On-Call Capacity	101.10	per yard, Multifamily customers only
Subscription On-Call Capacity	101.10	per yard
Bin Overflow	107.84	per yard
Return for Inaccessible Containers	53.91	over 2 times per year
Lock Fee	Greater of: 26.96 10.79	per month per enclosure per month per container
Composting Bin Delivery	107.84	
Reactivation Fee	26.96	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014**

**FORM 3B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the SVSWA**

**SOLID WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	165.74	165.74	331.48	497.22	662.96	828.70	994.44
1.5	149.16	223.74	447.48	671.22	894.96	1,118.70	1,342.44
2	132.59	265.18	530.36	795.54	1,060.72	1,325.90	1,591.08
3	127.62	382.86	765.72	1,148.58	1,531.44	1,914.30	2,297.16
4	122.65	490.60	981.20	1,471.80	1,962.40	2,453.00	2,943.60
6	117.68	706.08	1,412.16	2,118.24	2,824.32	3,530.40	4,236.48
8	112.70	901.60	1,803.20	2,704.80	3,606.40	4,508.00	5,409.60

At 25% of base rate	At 50% base rate
Extra Pick Up On routed day	Special Pick Up Non routed day
41.44	82.87
55.94	111.87
66.30	132.59
95.72	191.43
122.65	245.30
176.52	353.04
225.40	450.80

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	331.48	331.48	662.96	994.44	1,325.92	1,657.40	1,988.88
2	265.17	530.34	1,060.68	1,591.02	2,121.36	2,651.70	3,182.04
3	255.23	765.69	1,531.38	2,297.07	3,062.76	3,828.45	4,594.14
4	245.29	981.16	1,962.32	2,943.48	3,924.64	4,905.80	5,886.96
5	240.32	1,201.60	2,403.20	3,604.80	4,806.40	6,008.00	7,209.60
6	235.35	1,412.10	2,824.20	4,236.30	5,648.40	7,060.50	8,472.60
7	230.37	1,612.59	3,225.18	4,837.77	6,450.36	8,062.95	9,675.54
8	225.38	1,803.04	3,606.08	5,409.12	7,212.16	9,015.20	10,818.24

Extra Pick Up On routed day	Special Pick Up Non routed day
82.87	165.74
132.59	265.17
191.42	382.85
245.29	490.58
300.40	600.80
353.03	706.05
403.15	806.30
450.76	901.52

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

45.93	Per yard over free capacity
-------	-----------------------------

For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
28.71	57.42	86.13	114.84	143.55	172.25

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	129.19	each bin
Additional Bin Exchange	86.13	each, in excess of 1 per year
Additional Bin Replacement	516.76	each, in excess of subscribed container quantity
Excess On-Call Capacity	107.65	per yard, Multifamily customers only
Subscription On-Call Capacity	107.65	per yard
Bin Overflow	114.84	per yard
Return for Inaccessible Containers	57.42	over 2 times per year
Lock Fee	28.71	per month per enclosure
Greater of:	11.48	per month per container
Composting Bin Delivery	114.84	
Reactivation Fee	28.71	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014****FORM 4A****COLLECTION SERVICE RATES****MFD & COMMERCIAL ROLL-OFF RATES in the MRWMD****SOLID WASTE****NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	342.05
7-8	394.31
9-10	446.32
11-15	498.31
16-20	535.27
21-30	607.55
31-40	742.51
41-50	888.98

**SOLID WASTE****COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	457.66
7-10	510.47
11-15	613.94
16-20	717.41
21-30	849.25
31-40	983.83
41-50	1,180.85

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	107.84	
Dry Run	161.75	trip charge, no haul
Stand By	215.67	per hour
Stand By	1,294.03	per day
Composting Bin Delivery	107.84	
Reactivation Fee	26.96	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

43.13	Per yard over free capacity
-------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014**

**FORM 4B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL ROLL-OFF RATES in the SVSWA**

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	419.09
7-8	476.24
9-10	555.63
11-15	634.99
16-20	730.24
21-30	757.12
31-40	925.14
41-50	1,153.14

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	514.34
7-10	573.71
11-15	620.25
16-20	666.79
21-30	1,190.92
31-40	1,205.05
41-50	1,444.72

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	114.84	
Dry Run	172.25	trip charge, no haul
Stand By	229.67	per hour
Stand By	1,378.04	per day
Composting Bin Delivery	114.84	
Reactivation Fee	28.71	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

45.93	Per yard over free capacity
-------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014**

**FORM 5**

**COLLECTION SERVICE RATES**

**TEMPORARY ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER PULL
1	100.63
1.5	126.52
2	152.40
3	228.59
4	292.05
6	418.96
8	533.12

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	275.58
7-10	299.56
11-20	359.46
21-30	443.33
31-40	539.19
41-50	636.13

Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days.

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	344.48
7-10	374.43
11-15	411.88
16-20	449.32
21-30	554.16
31-40	673.99
41-50	793.81

Compacted boxes refers to customer-owned compactors

Provided on a temporary or irregular basis.

Relocation	107.84	
Dry Run	161.76	trip charge, no haul
Demurrage Per Day	10.79	temporary rental, after five (5) days, not including delivery and removal days
Stand By	215.68	per hour
Stand By	1,294.05	per day
Composting Bin Delivery	107.84	
Reactivation Fee	26.96	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

**RECYCLING CAPACITY - BINS**

43.13	Per yard
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**RECYCLING CAPACITY - ROLL-OFF**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Internal Note:

Rates are increased based on RRI without Disposal. See calculation on 'Rate Increase' tab, cell J10.

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014**

**FORM 6A**

**COLLECTION SERVICE RATES**

**SPECIAL EVENT RATES in the MRWMD**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	106.77
1.5	141.74
2	164.42
3	246.64
4	316.04
6	454.84
8	580.83

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	342.05
7-10	394.31
11-20	535.27
21-30	607.55
31-40	742.51
41-50	888.98

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

43.13	Per yard over free capacity
-------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	107.84	
Dry Run	161.75	trip charge, no haul
Stand By	215.67	per hour
Stand By	1,294.03	per day
Cleaning Fee	121.32	each container
Container Overflow	107.84	per yard
Lock Fee	26.96	per enclosure
Greater of:	10.79	per container
Reactivation Fee	26.96	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014****FORM 6B****COLLECTION SERVICE RATES****SPECIAL EVENT RATES in the SVSWA****SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	165.74
1.5	223.74
2	265.17
3	382.85
4	490.56
6	706.02
8	901.59

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	419.09
7-10	476.24
11-20	730.24
21-30	757.12
31-40	925.14
41-50	1,153.14

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

45.93	Per yard over free capacity
-------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	114.84	
Dry Run	172.25	trip charge, no haul
Stand By	229.67	per hour
Stand By	1,378.04	per day
Cleaning Fee	129.19	each container
Container Overflow	114.84	per yard
Lock Fee	28.71	per enclosure
Greater of:	11.48	per container
Reactivation Fee	28.71	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014****FORM 7****MAXIMUM RATES****EMERGENCY SERVICE RATES****EMPLOYEES**

Labor Position	Hourly Rate
Driver	161.76
Supervisor	188.72
Helper	107.84

**EQUIPMENT**

Equipment Type	Make & Model	Hourly Rate
Side Loader	Autocar	161.76
Commercial Front End Loader	Autocar	188.72
Rear End Loader	Autocar	161.76
Roll Off	Autocar	161.76
Flat Bed Truck	Autocar	80.88
	Collection Vehicle Travel Costs per Mile	7.56



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2014****FORM 8****DISPOSAL COSTS PER GALLON AND CUBIC YARD**

Form	2014 Disposal Cost
Form 1A the average disposal cost per gallon.	\$0.0369
Form 1B the average disposal cost per gallon.	\$0.0430
Form 2A the average disposal cost per gallon.	\$0.0369
Form 2B the average disposal cost per gallon.	\$0.0430
Form 3A the average disposal cost per cubic yard in MRWMD.	\$3.8809
Form 3B the average disposal cost per cubic yard in SVSWA.	\$6.3295
Form 3B the average processing and transportation cost per cubic yard via Transfer Station.	\$1.9044
Form 4A the average disposal cost per cubic yard in MRWMD.	\$3.8809
Form 4B the average disposal cost per cubic yard in SVSWA.	\$6.3295
Form 4B the average processing and transportation cost per cubic yard via Transfer Station.	\$1.9044
Form 6A the average disposal cost per cubic yard in MRWMD.	\$3.8809
Form 6B the average disposal cost per cubic yard in SVSWA.	\$6.3295
Form 6B the average processing and transportation cost per cubic yard via Transfer Station.	\$1.9044

This form reflects the change in Tipping fee . For SVSWA , it include the AB939 Fee *This tab is informational only*  
 - Source is RRI Disposal Pct.

Disposal costs listed above do not factor in the disposal cost for white goods, mattresses e-waste, bulkies, special waste, batterieis, and oil as some of these materials are charged on a per-item basis.

This form corrects an error calculation made in 2010 and expands the decimal points to better capture the change in disposal and transportation costs.



## Monterey County

### Board Order

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

#### Agreement No.: A-11631; Resolution No.12-338

Upon motion of Supervisor Salinas, seconded by Supervisor Parker, and carried by those members present, the Board of Supervisors hereby:

- a. Adopted Resolution No. 12-338 to approve Amendment No. 2 to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County in order to adjust collection rates as shown in Exhibit 1 "Approved Rates and Charges" of Amendment No. 2 effective January 1, 2013, to implement a rate adjustment as required by contract for services provided by USA Waste of California, Inc., dba Carmel Marina Corporation; and
- b. Approved and authorized the Director of Health to execute Amendment No. 2 to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.

PASSED AND ADOPTED on this 6<sup>th</sup> day of November 2012, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, Potter, and Parker

NOES: None

ABSENT: Supervisor Armenta

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 76 for the meeting on November 6, 2012

Dated: November 9, 2012  
File Number: A 12-208

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Denise Hancock*  
Deputy



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

**Resolution No. 12-338**

Conduct a hearing to:

- a. Approve Amendment No. 2 to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County in order to adjust collection rates as shown in Exhibit 1 "Approved Rates and Charges" of Amendment No. 2 effective January 1, 2013, to implement a rate adjustment as required by contract for services provided by USA Waste of California, Inc., dba Carmel Marina Corporation; and )
- b. Approve and authorize the Director of Health to execute Amendment No. 2 to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County..... )

WHEREAS, the Director of Health seeks authorization to execute Amendment No. 2 to the Unified Franchise Agreement (UFA) (Agreement No. A-11631) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, also known as Waste Management (Contractor);

WHEREAS, this matter was considered at the October 23, 2012 meeting of the Board of Supervisors and continued to a date certain, to be considered by said Board as a timed item, on November 6, 2012;

WHEREAS, Amendment No. 2 would amend the UFA at Article 13, Section 13.13 "Adjustments to Service Rates, Surcharges and Fees" to replace the service rates, surcharges and fees set forth in the attachment to Exhibit 1 "Approved Rates and Charges," previously approved and adopted pursuant to Amendment No. 1, with the proposed new attachment to Exhibit 1 "Approved Rates and Charges" to reflect a rate adjustment;

WHEREAS, in accordance with Article 13.13ff of the UFA, Contractor has submitted a request for rate adjustment that, based on calculations set forth in the UFA, justifies an across-the-board rate increase for solid waste and recyclables collection services for each of their three customer categories:

- 3.41 % increase for residential customers
- 2.82 % increase for commercial customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD)
- 3.85 % increase for commercial customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA);

WHEREAS, Environmental Health Bureau staff has carefully evaluated Contractor's request, and believes it to be accurate and in compliance with the UFA;

WHEREAS, On February 2, 2010, said UFA was awarded to Contractor.

WHEREAS, Article 13 "Billing and Payment," Subsection 13.13.2.1, provides that: "On January 1, 2012, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the Refuse Rate Index (RRI) percentage adjustment;"

WHEREAS, the current RRI computations take into consideration tipping fees approved by the MRWMD and SVSWA, which are a direct "pass through" to the rate payers, and also account for increases in Contractor's actual operating expenses; and

WHEREAS, approval of said RRI increase is consistent with the terms of the UFA.

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

Approves Amendment No. 2 to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County in order to adjust collection rates as shown in Exhibit 1 "Approved Rates and Charges" of Amendment No. 2 effective January 1, 2013, to implement a rate adjustment as required by contract for services provided by USA Waste of California, Inc., dba Carmel Marina Corporation; and

Approves and authorizes the Director of Health to execute Amendment No. 2 to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.

PASSED AND ADOPTED upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried this 6th day of November 2012, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, Potter and Parker

NOES: None

ABSENT: Supervisor Armenta

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 76 for the meeting on November 6, 2012

Dated: November 9, 2012  
File Number: A 12-208/

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy



**AMENDMENT No. 2 TO**  
**UNIFIED FRANCHISE AGREEMENT**  
**FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN**  
**UNINCORPORATED MONTEREY COUNTY**  
**BETWEEN COUNTY OF MONTEREY**  
**AND**  
**USA WASTE OF CALIFORNIA, INC.**  
**DBA CARMEL MARINA CORPORATION**

**THIS AMENDMENT No. 2** is made to the UNIFIED FRANCHISE AGREEMENT FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN UNINCORPORATED MONTEREY COUNTY dated February 9, 2010, and amended, pursuant to AMENDMENT No. 1 dated February 3, 2012 (hereafter, "AGREEMENT") by and between the County of Monterey (hereafter, "County") and USA Waste of California Inc., dba Carmel Marina Corporation (hereafter, "Contractor") (collectively referred to as, the "Parties").

**WHEREAS**, County and Contractor wish to amend the AGREEMENT to adjust collection rates, effective January 1, 2013, for services provided by Contractor.

**NOW THEREFORE**, County and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 13, at Section 13.13 Adjustments to Service Rates, Surcharges and Fees to replace the referenced Exhibit 1 "Approved Rates and Charges," approved and adopted pursuant to AMENDMENT No. 1 with the attached new Exhibit 1 "Approved Rates and Charges" approved and adopted pursuant to this AMENDMENT No. 2.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 2 as of the last date opposite the respective signatures below.

COUNTY:

By: 

Name: Ray Bullick

Title: Director of Health

Date: 11/13/12

Approved as to form and legality:

  
 Mary Grace Perry, Deputy County Counsel

Date: 10-29-2012

CONTRACTOR:

By: 

Name: Barry Stokvist

Title: Vice President 10-25-12

Chair, Pres. or Vice Pres.

Date: \_\_\_\_\_

By: 

Title: Vice President & Assistant Secretary  
 Secretary, Assistant Secty,  
 CFO or Assistant Treasurer

Date: October 25, 2012

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013**

**FORM 1**

**COLLECTION SERVICE RATES**

**SINGLE FAMILY DWELLING COLLECTION SERVICE**

**SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	26.43
20 GAL CART	22.17
35 GAL CART	26.96
64 GAL CART	42.26
96 GAL CART	52.83

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	21.14
20 GAL CART	17.74
35 GAL CART	21.56
64 GAL CART	33.81
96 GAL CART	42.26

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	13.21
35 GAL CART	13.47
64 GAL CART	21.13
96 GAL CART	26.42

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	13.21
35 GAL CART	13.47
64 GAL CART	21.13
96 GAL CART	26.42

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	20.22	for default services, 3 containers
Backyard Service	6.75	each container
Difficult to Service	150%	of base rate

**All of the below rates are per occurrence.**

Additional Cart Exchange	75.35	each, in excess of 1 per year
Additional Cart Replacement	75.35	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	52.88	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	52.88	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	0.53	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	52.88	over 2 times per year
Composting Bin Delivery	105.76	
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013**

**FORM 2**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL CART RATES**

SOLID WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	23.26	23.26	46.52	69.78	93.04	116.30	139.56
35 GAL CART	28.54	28.54	57.08	85.62	114.16	142.70	171.24
64 GAL CART	44.41	44.41	88.82	133.23	177.64	222.05	266.46
96 GAL CART	54.99	54.99	109.98	164.97	219.96	274.95	329.94
CAN (32 GAL)	28.03	28.03	56.06	84.09	112.12	140.15	168.18

SOLID WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	18.60	18.60	37.20	55.80	74.40	93.00	111.60
35 GAL CART	22.83	22.83	45.66	68.49	91.32	114.15	136.98
64 GAL CART	35.53	35.53	71.06	106.59	142.12	177.65	213.18
96 GAL CART	43.99	43.99	87.98	131.97	175.96	219.95	263.94
CAN (32 GAL)	22.43	22.43	44.86	67.29	89.72	112.15	134.58

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	MONTHLY RATE	GREEN WASTE SUBSCRIPTION CART	MONTHLY RATE
35 GAL CART	14.27		
64 GAL CART	22.20	64 GAL CART	22.20
96 GAL CART	27.50	96 GAL CART	27.50

Roll Out Service:	6.75	per cart
Difficult to Service Customers;	150%	of base rate

All of the below rates are per occurrence.

Cleaning Fee	75.42	each cart
Additional Cart Exchange	75.42	each, in excess of 1 per year
Additional Cart Replacement	75.42	each, in excess of subscribed container quantity
Excess On-Call Capacity	52.93	per yard, Multifamily customers only
Subscription On-Call Capacity	52.93	per yard
Un-containerized Material Surcharge	0.53	per gallon
Return for Inaccessible Containers	52.93	over 2 times per year
Lock Fee Greater of	26.46	per month per enclosure
	10.59	per month per container
Composting Bin Delivery	105.85	
Reactivation Fee	26.46	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013**

**FORM 3A**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the MRWMD**

**SOLID WASTE**

**NON-COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	104.21	104.21	208.42	312.63	416.84	521.05	625.26
1.5	92.23	138.35	276.69	415.04	553.38	691.73	830.07
2	80.24	160.48	320.96	481.44	641.92	802.40	962.88
3	80.24	240.72	481.44	722.16	962.88	1,203.60	1,444.32
4	77.12	308.48	616.96	925.44	1,233.92	1,542.40	1,850.88
6	73.99	443.94	887.88	1,331.82	1,775.76	2,219.70	2,663.64
8	70.86	566.88	1,133.76	1,700.64	2,267.52	2,834.40	3,401.28

At 25% of base  
rate

At 50% base  
rate

Extra Pick Up On routed day	Special Pick Up Non routed day
26.05	52.11
34.59	69.17
40.12	80.24
60.18	120.36
77.12	154.24
110.99	221.97
141.72	283.44

**COMPACTED BINS**

		MONTHLY RATE BASED ON SERVICES PER WEEK					
CUBIC YARDS	Per Yard	1	2	3	4	5	6
1	208.42	208.42	416.84	625.26	833.68	1,042.10	1,250.52
2	160.48	320.96	641.92	962.88	1,283.84	1,604.80	1,925.76
3	160.48	481.44	962.88	1,444.32	1,925.76	2,407.20	2,888.64
4	154.23	616.92	1,233.84	1,850.76	2,467.68	3,084.60	3,701.52
5	151.10	755.50	1,511.00	2,266.50	3,022.00	3,777.50	4,533.00
6	147.98	887.88	1,775.76	2,663.64	3,551.52	4,439.40	5,327.28
7	144.85	1,013.95	2,027.90	3,041.85	4,055.80	5,069.75	6,083.70
8	141.73	1,133.84	2,267.68	3,401.52	4,535.36	5,669.20	6,803.04

Extra Pick Up On routed day	Special Pick Up Non routed day
52.11	104.21
80.24	160.48
120.36	240.72
154.23	308.46
188.88	377.75
221.97	443.94
253.49	506.98
283.46	566.92

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

42.09	Per yard over free capacity
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For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
26.31	52.62	78.93	105.25	131.56	157.87

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	118.41	each bin
Additional Bin Exchange	78.93	each, in excess of 1 per year
Additional Bin Replacement	473.61	each, in excess of subscribed container quantity
Excess On-Call Capacity	98.67	per yard, Multifamily customers only
Subscription On-Call Capacity	98.67	per yard
Bin Overflow	105.25	per yard
Return for Inaccessible Containers	52.62	over 2 times per year
Lock Fee Greater of:	26.31	per month per enclosure
	10.53	per month per container
Composting Bin Delivery	105.25	
Reactivation Fee	26.31	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013**

**FORM 3B**

**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the SVSWA**

**SOLID WASTE**

**NON-COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	153.42	153.42	306.84	460.26	613.68	767.10	920.52
1.5	138.07	207.11	414.21	621.32	828.42	1,035.53	1,242.63
2	122.73	245.46	490.92	736.38	981.84	1,227.30	1,472.76
3	118.13	354.39	708.78	1,063.17	1,417.56	1,771.95	2,126.34
4	113.53	454.12	908.24	1,362.36	1,816.48	2,270.60	2,724.72
6	108.93	653.58	1,307.16	1,960.74	2,614.32	3,267.90	3,921.48
8	104.32	834.56	1,669.12	2,503.68	3,338.24	4,172.80	5,007.36

At 25% of base rate      At 50% base rate

Extra Pick Up On routed day	Special Pick Up Non routed day
38.36	76.71
51.78	103.55
61.37	122.73
88.60	177.20
113.53	227.06
163.40	326.79
208.64	417.28

**COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	306.84	306.84	613.68	920.52	1,227.36	1,534.20	1,841.04
2	245.46	490.92	981.84	1,472.76	1,963.68	2,454.60	2,945.52
3	236.26	708.78	1,417.56	2,126.34	2,835.12	3,543.90	4,252.68
4	227.06	908.24	1,816.48	2,724.72	3,632.96	4,541.20	5,449.44
5	222.46	1,112.30	2,224.60	3,336.90	4,449.20	5,561.50	6,673.80
6	217.86	1,307.16	2,614.32	3,921.48	5,228.64	6,535.80	7,842.96
7	213.25	1,492.75	2,985.50	4,478.25	5,971.00	7,463.75	8,956.50
8	208.63	1,669.04	3,338.08	5,007.12	6,676.16	8,345.20	10,014.24

Extra Pick Up On routed day	Special Pick Up Non routed day
76.71	153.42
122.73	245.46
177.20	354.39
227.06	454.12
278.08	556.15
326.79	653.58
373.19	746.38
417.26	834.52

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

42.52	Per yard over free capacity
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For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
26.58	53.15	79.73	106.30	132.88	159.45

**All of the above rates are monthly except extra and special pickups.**

Cleaning Fee	119.59	each bin
Additional Bin Exchange	79.73	each, in excess of 1 per year
Additional Bin Replacement	478.35	each, in excess of subscribed container quantity
Excess On-Call Capacity	99.65	per yard, Multifamily customers only
Subscription On-Call Capacity	99.65	per yard
Bin Overflow	106.30	per yard
Return for Inaccessible Containers	53.15	over 2 times per year
Lock Fee Greater of:	26.58	per month per enclosure
	10.63	per month per container
Composting Bin Delivery	106.30	
Reactivation Fee	26.58	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

# EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013

## FORM 4A

### COLLECTION SERVICE RATES

#### MFD & COMMERCIAL ROLL-OFF RATES in the MRWMD

##### SOLID WASTE NON-COMPACTED BOXES

CUBIC YARDS	PER PULL
up to 6	333.84
7-8	384.84
9-10	435.60
11-15	486.35
16-20	522.42
21-30	592.96
31-40	724.68
41-50	867.64

##### SOLID WASTE COMPACTED BOXES

CUBIC YARDS	PER PULL
up to 6	446.67
7-10	498.21
11-15	599.20
16-20	700.19
21-30	828.86
31-40	960.21
41-50	1,152.50

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	105.25	
Dry Run	157.87	trip charge, no haul
Stand By	210.49	per hour
Stand By	1,262.96	per day
Composting Bin Delivery	105.25	
Reactivation Fee	26.31	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

##### ADDITIONAL RECYCLING - BINS

42.09	Per yard over free capacity
-------	-----------------------------

##### ADDITIONAL RECYCLING - BOXES

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013****FORM 4B****COLLECTION SERVICE RATES****MFD & COMMERCIAL ROLL-OFF RATES in the SVSWA****SOLID WASTE****NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	387.94
7-8	440.84
9-10	514.33
11-15	587.79
16-20	675.96
21-30	700.84
31-40	856.37
41-50	1,067.43

**SOLID WASTE****COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	476.11
7-10	531.07
11-15	574.15
16-20	617.23
21-30	1,102.40
31-40	1,115.48
41-50	1,337.33

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	106.30	
Dry Run	159.45	trip charge, no haul
Stand By	212.60	per hour
Stand By	1,275.61	per day
Composting Bin Delivery	106.30	
Reactivation Fee	26.58	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

42.52	Per yard over free capacity
-------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013**

**FORM 5**

**COLLECTION SERVICE RATES**

**TEMPORARY ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER PULL
1	98.69
1.5	124.08
2	149.46
3	224.18
4	286.42
6	410.88
8	522.84

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	270.27
7-10	293.78
11-20	352.53
21-30	434.78
31-40	528.79
41-50	623.86

Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days.

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	337.84
7-10	367.21
11-15	403.94
16-20	440.66
21-30	543.48
31-40	660.99
41-50	778.50

Compacted boxes refers to customer-owned compactors

Provided on a temporary or irregular basis.

Relocation	105.76	
Dry Run	158.64	trip charge, no haul
Demurrage Per Day	10.58	temporary rental, after five (5) days, not including delivery and removal days
Stand By	211.52	per hour
Stand By	1,269.10	per day
Composting Bin Delivery	105.76	
Reactivation Fee	26.44	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

**RECYCLING CAPACITY - BINS**

42.30	Per yard
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**RECYCLING CAPACITY - ROLL-OFF**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013****FORM 6A****COLLECTION SERVICE RATES****SPECIAL EVENT RATES in the MRWMD****SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	104.21
1.5	138.34
2	160.47
3	240.72
4	308.45
6	443.92
8	566.88

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	333.84
7-10	384.84
11-20	522.42
21-30	592.96
31-40	724.68
41-50	867.64

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

42.09	Per yard over free capacity
-------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	105.25	
Dry Run	157.87	trip charge, no haul
Stand By	210.49	per hour
Stand By	1,262.96	per day
Cleaning Fee	118.41	each container
Container Overflow	105.25	per yard
Lock Fee	26.31	per enclosure
Greater of:	10.53	per container
Reactivation Fee	26.31	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013**

**FORM 6B**

**COLLECTION SERVICE RATES**

**SPECIAL EVENT RATES in the SVSWA**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	153.42
1.5	207.11
2	245.46
3	354.39
4	454.10
6	653.54
8	834.57

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	387.94
7-10	440.84
11-20	675.96
21-30	700.84
31-40	856.37
41-50	1,067.43

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

42.52	Per yard over free capacity
-------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	106.30	
Dry Run	159.45	trip charge, no haul
Stand By	212.60	per hour
Stand By	1,275.61	per day
Cleaning Fee	119.59	each container
Container Overflow	106.30	per yard
Lock Fee	26.58	per enclosure
	10.63	per container
Reactivation Fee	26.58	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013****FORM 7****MAXIMUM RATES****EMERGENCY SERVICE RATES****EMPLOYEES**

Labor Position	Hourly Rate
Driver	158.64
Supervisor	185.08
Helper	105.76

**EQUIPMENT**

Equipment Type	Make & Model	Hourly Rate
Side Loader	Autocar	158.64
Commercial Front End Loader	Autocar	185.08
Rear End Loader	Autocar	158.64
Roll Off	Autocar	158.64
Flat Bed Truck	Autocar	79.32
Collection Vehicle Travel Costs per Mile		7.41



**EXHIBIT 1--APPROVED RATES AND CHARGES EFFECTIVE JANUARY 1, 2013**

**FORM 8**

**DISPOSAL COSTS PER GALLON AND CUBIC YARD**

Form	2012 Disposal Cost	Disposal Increase	2013 Disposal Cost
Form 1 the average disposal cost per gallon.	\$0.0335	2.67%	\$0.0344
Form 2 the average disposal cost per gallon.	\$0.0335	2.67%	\$0.0344
Form 3A the average disposal cost per cubic yard in MRWMD.	\$3.6186	0.00%	\$3.6186
Form 3B the average disposal cost per cubic yard in SVSWA.	\$4.8379	4.69%	\$5.0648
Form 3B the average processing and transportation cost per cubic yard via Transfer Station.	\$1.7840	4.69%	\$1.8677
Form 4A the average disposal cost per cubic yard in MRWMD.	\$3.6186	0.00%	\$3.6186
Form 4B the average disposal cost per cubic yard in SVSWA.	\$4.8379	4.69%	\$5.0648
Form 4B the average processing and transportation cost per cubic yard via Transfer Station.	\$1.7840	4.69%	\$1.8677
Form 6A the average disposal cost per cubic yard in MRWMD.	\$3.6186	0.00%	\$3.6186
Form 6B the average disposal cost per cubic yard in SVSWA.	\$4.8379	4.69%	\$5.0648
Form 6B the average processing and transportation cost per cubic yard via Transfer Station.	\$1.7840	4.69%	\$1.8677

This form reflects the change in Tipping fee only. **This tab is informational only** - Source is RRI Disposal Pct.

The disposal cost for Forms 1 & 2 have blended the disposal cost of both JPA's in order to achieve uniform rates countywide.

MRWMD does not have a known tipping fee increase effective 1/1/13.

Disposal costs listed above do not factor in the disposal cost for white goods, mattresses, e-waste, bulkies, special waste, batteries, oil as some

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

**Agreement No.: A-11621**

Conduct a Public Hearing to consider:

- a. Approving Amendment No. 1 to the Unified Franchise Agreement A-11631 between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County in order to amend *Article 13, Sections 13.13 through 13.14.2* of the Agreement to change the collection rate adjustment request timeline and to change the format of, and add new collection rate categories to, *Exhibit 1 Approved Rates and Charges*;
- b. Approving collection rate adjustments and new collection rate categories as shown in *Exhibit 1 Approved Rates and Charges* of Amendment No. 1, effective January 1, 2012, for services provided by USA Waste of California, Inc., dba Carmel Marina Corporation; and
- c. Approving and authorizing the Director of Health to execute Amendment No. 1 to the Unified Franchise Agreement A-11631 between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.....

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, effective December 13, 2011, the Board hereby;

Conducted a Public Hearing and:

- a. Approved Amendment No. 1 to the Unified Franchise Agreement A-11631 between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County in order to amend *Article 13, Sections 13.13 through 13.14.2* of the Agreement to change the collection rate adjustment request timeline and to change the format of, and add new collection rate categories to, *Exhibit 1 Approved Rates and Charges*;
- b. Approved collection rate adjustments and new collection rate categories as shown in *Exhibit 1 Approved Rates and Charges* of Amendment No. 1, effective January 1, 2012, for services provided by USA Waste of California, Inc., dba Carmel Marina Corporation; and
- c. Approved and authorized the Director of Health to execute Amendment No. 1 to the Unified Franchise Agreement A-11631 between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.

PASSED AND ADOPTED this 13<sup>th</sup> day of December, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on December 13, 2011.

Dated: January 4, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy



**AMENDMENT No. 1 TO**  
**UNIFIED FRANCHISE AGREEMENT**  
**BETWEEN THE COUNTY OF MONTEREY**  
**AND**

**USA WASTE OF CALIFORNIA, INC.**  
**DBA CARMEL MARINA CORPORATION**

**FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN**  
**UNINCORPORATED MONTEREY COUNTY**

**THIS AMENDMENT** is made to an AGREEMENT for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County dated February 9, 2010, by and between the County of Monterey (the "County") and USA Waste of California Inc., dba Carmel Marina Corporation ("Contractor") and together, the "Parties".

**WHEREAS**, the County and Contractor wish to amend the AGREEMENT to change the effective day of the rate adjustment, the timeline for the submission of the rate adjustment request, and the format of Exhibit 1 Approved Rates and Charges

**NOW THEREFORE**, the County and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 13, Sections 13.13 through 13.14.2 as follows:

13.13 Adjustments to Service Rates, Surcharges and Fees. Beginning on January 1, 2012 and annually thereafter, subject to CONTRACTOR'S compliance with all provisions of this Article, each Collection Service rate, fee or surcharge as set forth in Exhibit 1 to this Agreement shall be adjusted by the Refuse Rate Index as set forth in Section 13.13.1 below.

13.13.1 Refuse Rate Index (RRI) Adjustment. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base calendar year, which shall be the prior preceding Calendar Year ending December 31<sup>st</sup> and the preceding Calendar Year ending December 31<sup>st</sup> and the percentage change in the most recently approved Disposal tip fee charged to CONTRACTOR at the SVSWA Disposal Facility and/or the MRWMD Disposal Facility, as appropriate, and the prior tipping fee (from the most recently approved tip fee), at the time the RRI is submitted to the County. Therefore, the first rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the Calendar

HEALTH DEPARTMENT  
OCT 2 1 2011  
ENVIRONMENTAL HEALTH

Year 2009 and the Annual Average of the RRI indices for the Calendar Year 2010. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

13.13.2 Annual Rate Adjustment.

13.13.2.1 On January 1, 2012, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the RRI percentage adjustment.

13.13.2.2 However, in any year that the calculation of the RRI results in a negative number, there shall be no adjustment of those service rates, fees and surcharges.

13.13.2.3 In the subsequent year the negative RRI number from the prior year shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI percentage for that subsequent year, ("adjusted RRI percentage").

13.13.2.4 The subsequent year rate adjustment shall consist of multiplying the appropriate service rate, fee or surcharge by the adjusted RRI percentage.

13.13.2.5 Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

13.14 Financial Information. On or before August 1<sup>st</sup> of each year, during the term of this Agreement, CONTRACTOR shall deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding full or partial Calendar Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by COUNTY from time to time. If CONTRACTOR fails to submit the financial information in the required format by August 1<sup>st</sup>, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year.

13.14.1 If CONTRACTOR'S failure to submit the financial information required under Section 13.14 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, COUNTY, at its sole discretion, may consider the request for the annual rate adjustment.

13.14.2 Within seven (7) days following the Board's approval of the rate adjustment, the Contract Administrator shall notify CONTRACTOR of the adjustment to the affected service rates to take place on the subsequent January 1<sup>st</sup>.

2. Replace the current Exhibit 1 Approved Rates and Charges format with the attached new Exhibit 1 Approved Rates and Charges format
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.


IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year written below:

Amendment No. 1 October 2011


Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County




COUNTY OF MONTEREY

By:   
Title: Director of Health  
Date: 2/3/12

CONTRACTOR

By:   
Title: Area Vice President  
Date: 10/21/2011

APPROVED AS TO FORM

By:   
Title: Deputy County Counsel  
Date: 1-31-2012

# Exhibit 1 Approved Rates and Charges

Effective January 1, 2012

**FORM 1**  
**COLLECTION SERVICE RATES**

**SINGLE FAMILY DWELLING COLLECTION SERVICE**

**SOLID WASTE  
1ST CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	25.58
20 GAL CART	21.46
35 GAL CART	26.09
64 GAL CART	40.90
96 GAL CART	51.13

**SOLID WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	20.46
20 GAL CART	17.17
35 GAL CART	20.87
64 GAL CART	32.72
96 GAL CART	40.90

Above rates include Solid Waste container requested, up to 96 gallons in Recycling and up to 96 gallons in Green Waste

**RECYCLING  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	12.79
35 GAL CART	13.04
64 GAL CART	20.45
96 GAL CART	25.57

**GREEN WASTE  
ADDITIONAL CONTAINER**

	MONTHLY RATE
CAN (32 GAL)	12.79
35 GAL CART	13.04
64 GAL CART	20.45
96 GAL CART	25.57

Can refers to customer owned 32 gallon container

**ANCILLARY SERVICES**

	MONTHLY RATE	
Backyard Service	19.57	for default services, 3 containers
Backyard Service	6.53	each container
Difficult to Service	150%	of base rate

All of the below rates are per occurrence.

Additional Cart Exchange	72.93	each, in excess of 1 per year
Additional Cart Replacement	72.93	each, in excess of subscribed container quantity
Excess On-Call Collection Capacity	51.18	each yard, above 5 yards, for the included on-call collection
Additional On-Call Collection Capacity	51.18	each yard, for subsequent on-call collections
Un-containerized Material Surcharge	0.51	per gallon, in excess of 1 occurrence
Return for Inaccessible Containers	51.18	over 2 times per year
Composting Bin Delivery	102.36	
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**FORM 2  
COLLECTION SERVICE RATES**

**MFD & COMMERCIAL CART RATES**

SOLID WASTE 1ST CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	22.49	22.49	44.98	67.47	89.96	112.45	134.94
35 GAL CART	27.60	27.60	55.20	82.80	110.40	138.00	165.60
64 GAL CART	42.95	42.95	85.90	128.85	171.80	214.75	257.70
96 GAL CART	53.18	53.18	106.36	159.54	212.72	265.90	319.08
CAN (32 GAL)	27.11	27.11	54.22	81.33	108.44	135.55	162.66

SOLID WASTE ADDITIONAL CONTAINER		MONTHLY RATE BASED ON SERVICES PER WEEK					
	RATE	1	2	3	4	5	6
20 GAL CART	17.99	17.99	35.98	53.97	71.96	89.95	107.94
35 GAL CART	22.08	22.08	44.16	66.24	88.32	110.40	132.48
64 GAL CART	34.36	34.36	68.72	103.08	137.44	171.80	206.16
96 GAL CART	42.54	42.54	85.08	127.62	170.16	212.70	255.24
CAN (32 GAL)	21.69	21.69	43.38	65.07	86.76	108.45	130.14

Can refers to customer owned 32 gallon container

MFD/commercial cart/can customers eligible for 1 cart up to 96 gallons for recyclables at no charge for each solid waste cart or can.

RECYCLING ADDITIONAL CART	MONTHLY RATE	GREEN WASTE SUBSCRIPTION CART	MONTHLY RATE
35 GAL CART	13.80		
64 GAL CART	21.47	64 GAL CART	21.47
96 GAL CART	26.59	96 GAL CART	26.59

Roll Out Service:	6.53	per cart
Difficult to Service Customers;	150%	of base rate

All of the below rates are per occurrence.

Cleaning Fee	72.93	each cart
Additional Cart Exchange	72.93	each, in excess of 1 per year
Additional Cart Replacement	72.93	each, in excess of subscribed container quantity
Excess On-Call Capacity	51.18	per yard, Multifamily customers only
Subscription On-Call Capacity	51.18	per yard
Un-containerized Material Surcharge	0.51	per gallon
Return for Inaccessible Containers	51.18	over 2 times per year
Lock Fee Greater of	25.59	per month per enclosure
	10.24	per month per container
Composting Bin Delivery	102.36	
Reactivation Fee	25.59	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**FORM 3A  
COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the MRWMD**

**SOLID WASTE**

**NON-COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	101.35	101.35	202.70	304.05	405.40	506.75	608.10
1.5	89.70	134.55	269.10	403.65	538.20	672.75	807.30
2	78.04	156.08	312.16	468.24	624.32	780.40	936.48
3	78.04	234.12	468.24	702.36	936.48	1,170.60	1,404.72
4	75.00	300.00	600.00	900.00	1,200.00	1,500.00	1,800.00
6	71.96	431.76	863.52	1,295.28	1,727.04	2,158.80	2,590.56
8	68.92	551.36	1,102.72	1,654.08	2,205.44	2,756.80	3,308.16

At 25% of base rate      At 50% base rate

Extra Pick Up On routed day	Special Pick Up Non routed day
25.34	50.68
33.64	67.28
39.02	78.04
58.53	117.06
75.00	150.00
107.94	215.88
137.84	275.68

**COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	202.70	202.70	405.40	608.10	810.80	1,013.50	1,216.20
2	156.08	312.16	624.32	936.48	1,248.64	1,560.80	1,872.96
3	156.08	468.24	936.48	1,404.72	1,872.96	2,341.20	2,809.44
4	150.00	600.00	1,200.00	1,800.00	2,400.00	3,000.00	3,600.00
5	146.96	734.80	1,469.60	2,204.40	2,939.20	3,674.00	4,408.80
6	143.92	863.52	1,727.04	2,590.56	3,454.08	4,317.60	5,181.12
7	140.88	986.16	1,972.32	2,958.48	3,944.64	4,930.80	5,916.96
8	137.84	1,102.72	2,205.44	3,308.16	4,410.88	5,513.60	6,616.32

Extra Pick Up On routed day	Special Pick Up Non routed day
50.68	101.35
78.04	156.08
117.06	234.12
150.00	300.00
183.70	367.40
215.88	431.76
246.54	493.08
275.68	551.36

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.  
Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

40.94	Per yard over free capacity
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For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
25.59	51.18	76.77	102.36	127.95	153.54

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	115.16	each bin
Additional Bin Exchange	76.77	each, in excess of 1 per year
Additional Bin Replacement	460.62	each, in excess of subscribed container quantity
Excess On-Call Capacity	95.96	per yard, Multifamily customers only
Subscription On-Call Capacity	95.96	per yard
Bin Overflow	102.36	per yard
Return for Inaccessible Containers	51.18	over 2 times per year
Lock Fee Greater of:	25.59	per month per enclosure
	10.24	per month per container
Composting Bin Delivery	102.36	
Reactivation Fee	25.59	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**FORM 3B**  
**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL BIN RATES in the SVSWA**

**SOLID WASTE**

**NON-COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	147.73	147.73	295.46	443.19	590.92	738.65	886.38
1.5	132.95	199.43	398.85	598.28	797.70	997.13	1,196.55
2	118.18	236.36	472.72	709.08	945.44	1,181.80	1,418.16
3	113.75	341.25	682.50	1,023.75	1,365.00	1,706.25	2,047.50
4	109.32	437.28	874.56	1,311.84	1,749.12	2,186.40	2,623.68
6	104.89	629.34	1,258.68	1,888.02	2,517.36	3,146.70	3,776.04
8	100.45	803.60	1,607.20	2,410.80	3,214.40	4,018.00	4,821.60

At 25% of base  
rate

At 50% base  
rate

Extra Pick Up On routed day	Special Pick Up Non routed day
36.93	73.87
49.86	99.71
59.09	118.18
85.31	170.63
109.32	218.64
157.34	314.67
200.90	401.80

**COMPACTED BINS**

CUBIC YARDS	Per Yard	MONTHLY RATE BASED ON SERVICES PER WEEK					
		1	2	3	4	5	6
1	295.46	295.46	590.92	886.38	1,181.84	1,477.30	1,772.76
2	236.36	472.72	945.44	1,418.16	1,890.88	2,363.60	2,836.32
3	227.50	682.50	1,365.00	2,047.50	2,730.00	3,412.50	4,095.00
4	218.64	874.56	1,749.12	2,623.68	3,498.24	4,372.80	5,247.36
5	214.21	1,071.05	2,142.10	3,213.15	4,284.20	5,355.25	6,426.30
6	209.78	1,258.68	2,517.36	3,776.04	5,034.72	6,293.40	7,552.08
7	205.34	1,437.38	2,874.76	4,312.14	5,749.52	7,186.90	8,624.28
8	200.90	1,607.20	3,214.40	4,821.60	6,428.80	8,036.00	9,643.20

Extra Pick Up On routed day	Special Pick Up Non routed day
73.87	147.73
118.18	236.36
170.63	341.25
218.64	437.28
267.76	535.53
314.67	629.34
359.35	718.69
401.80	803.60

Service Rate for multiple Bins shall be calculated by multiplying the Container size by the number of Containers.

Compacted rate is 2 times the uncompacted rate.

MFD/Commercial bin customers eligible for 1/2 of solid waste capacity in recycling bin or cart service at no charge.

Compacted solid waste counts as 2 times uncompacted for recycling calculation.

For example, (1) 4 cubic yard compacted solid waste bin eligible for (1) 4 cubic yard recyclables bin at no charge.

**ADDITIONAL RECYCLING - BINS**

40.94	Per yard over free capacity
-------	-----------------------------

For additional recycling carts and subscription green waste service, rates on Form 2 will apply.

**PUSH RATES**

1-25 ft	26-49 ft	50-75 ft	76-100 ft	101-125 ft	126+ ft
25.59	51.18	76.77	102.36	127.95	153.54

All of the above rates are monthly except extra and special pickups.

Cleaning Fee	115.16	each bin
Additional Bin Exchange	76.77	each, in excess of 1 per year
Additional Bin Replacement	460.62	each, in excess of subscribed container quantity
Excess On-Call Capacity	95.96	per yard, Multifamily customers only
Subscription On-Call Capacity	95.96	per yard
Bin Overflow	102.36	per yard
Return for Inaccessible Containers	51.18	over 2 times per year
Lock Fee Greater of:	25.59	per month per enclosure
	10.24	per month per container
Composting Bin Delivery	102.36	
Reactivation Fee	25.59	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded



**FORM 4A**  
**COLLECTION SERVICE RATES**

**MFD & COMMERCIAL ROLL-OFF RATES in the MRWMD**

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	324.68
7-8	374.29
9-10	423.65
11-15	473.01
16-20	508.09
21-30	576.70
31-40	704.80
41-50	843.84

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	434.42
7-10	484.55
11-15	582.77
16-20	680.99
21-30	806.13
31-40	933.87
41-50	1,120.89

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	102.36	
Dry Run	153.54	trip charge, no haul
Stand By	204.72	per hour
Stand By	1,228.32	per day
Composting Bin Delivery	102.36	
Reactivation Fee	25.59	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.  
Compacted solid waste counts as 2 times uncompacted for recycling calculation.

**ADDITIONAL RECYCLING - BINS**

40.94	Per yard over free capacity
-------	-----------------------------

**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

# **FORM 4B** **COLLECTION SERVICE RATES**

## **MFD & COMMERCIAL ROLL-OFF RATES in the SVSWA**

### **SOLID WASTE NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	373.56
7-8	424.50
9-10	495.26
11-15	566.00
16-20	650.90
21-30	674.86
31-40	824.62
41-50	1,027.86

### **SOLID WASTE COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	458.46
7-10	511.38
11-15	552.86
16-20	594.35
21-30	1,061.53
31-40	1,074.13
41-50	1,287.75

Rates include all disposal

Minimum weekly service, up to 6 times per week

Relocation	102.36	
Dry Run	153.54	trip charge, no haul
Stand By	204.72	per hour
Stand By	1,228.32	per day
Composting Bin Delivery	102.36	
Reactivation Fee	25.59	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

MFD/Commercial box customers eligible for 1/2 of solid waste capacity in recyclables capacity at no charge.  
Compacted solid waste counts as 2 times uncompacted for recycling calculation.

### **ADDITIONAL RECYCLING - BINS**

40.94	Per yard over free capacity
-------	-----------------------------

### **ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

**FORM 5  
COLLECTION SERVICE RATES**

**TEMPORARY ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER PULL
1	95.52
1.5	120.09
2	144.66
3	216.98
4	277.22
6	397.68
8	506.04

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	261.59
7-10	284.34
11-20	341.20
21-30	420.81
31-40	511.80
41-50	603.81

Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days.

**SOLID WASTE  
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	326.98
7-10	355.41
11-15	390.96
16-20	426.50
21-30	526.02
31-40	639.75
41-50	753.48

Compacted boxes refers to customer-owned compactors

Provided on a temporary or irregular basis.

Relocation	102.36	
Dry Run	153.54	trip charge, no haul
Demurrage Per Day	10.24	temporary rental, after five (5) days, not including delivery and removal days
Stand By	204.72	per hour
Stand By	1,228.32	per day
Composting Bin Delivery	102.36	
Reactivation Fee	25.59	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

**All services are charged on a per occurrence basis.**

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

**RECYCLING CAPACITY - BINS**

40.94	Per yard
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**RECYCLING CAPACITY - ROLL-OFF**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Pilot Program      Bagster 177.78 per service, including disposal  
bag purchased separately



# **FORM 6A** **COLLECTION SERVICE RATES**

## **SPECIAL EVENT RATES in the MRWMD**

### **SOLID WASTE BINS**

CUBIC YARDS	PER LIFT
1	101.35
1.5	134.55
2	156.07
3	234.12
4	299.99
6	431.74
8	551.33

### **SOLID WASTE NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	324.68
7-10	374.29
11-20	508.09
21-30	576.70
31-40	704.80
41-50	843.84

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

### **ADDITIONAL RECYCLING - BINS**

40.94	Per yard over free capacity
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### **ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	102.36	
Dry Run	153.54	trip charge, no haul
Stand By	204.72	per hour
Stand By	1,228.32	per day
Cleaning Fee	115.16	each container
Container Overflow	102.36	per yard
Lock Fee	25.59	per enclosure
Greater of:	10.24	per container
Reactivation Fee	25.59	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.



**FORM 6B**  
**COLLECTION SERVICE RATES**

**SPECIAL EVENT RATES in the SVSWA**

**SOLID WASTE  
BINS**

CUBIC YARDS	PER LIFT
1	147.73
1.5	199.43
2	236.36
3	341.25
4	437.27
6	629.31
8	803.63

**SOLID WASTE  
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	373.56
7-10	424.50
11-20	650.90
21-30	674.86
31-40	824.62
41-50	1,027.86

Rates include all disposal

Special Event Collection Service eligible for equal solid waste capacity in recycling at no charge

**ADDITIONAL RECYCLING - BINS**

40.94	Per yard over free capacity
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**ADDITIONAL RECYCLING - BOXES**

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons

Relocation	102.36	
Dry Run	153.54	trip charge, no haul
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Cleaning Fee	115.16	each container
Container Overflow	102.36	per yard
Lock Fee	25.59	per enclosure
Greater of:	10.24	per container
Reactivation Fee	25.59	after County approved service suspension
NSF Fee	25.00	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

**FORM 7  
MAXIMUM RATES**

**EMERGENCY SERVICE RATES**

**EMPLOYEES**

Labor Position	Hourly Rate
Driver	153.54
Supervisor	179.13
Helper	102.36

**EQUIPMENT**

Equipment Type	Make & Model	Hourly Rate
Side Loader	Autocar	153.54
Commercial Front End Loader	Autocar	179.13
Rear End Loader	Autocar	153.54
Roll Off	Autocar	153.54
Flat Bed Truck	Autocar	76.77

Collection Vehicle Travel Costs per Mile	7.17
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**FORM 8**  
**DISPOSAL COSTS PER GALLON AND CUBIC YARD**

Form	Cost
Form 1 the average disposal cost per gallon.	0.03
Form 2 the average disposal cost per gallon.	0.03
Form 3A the average disposal cost per cubic yard in MRWMD.	2.90
Form 3B the average disposal cost per cubic yard in SVSWA.	3.81
Form 4A the average disposal cost per cubic yard in MRWMD.	2.90
Form 4B the average disposal cost per cubic yard in SVSWA.	3.81
For Form 6A the average disposal cost per cubic yard in MRWMD.	2.90
Form 6B the average disposal cost per cubic yard in SVSWA.	3.81

**UNIFIED FRANCHISE AGREEMENT**  
**FOR THE**  
**EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN**  
**UNINCORPORATED MONTEREY COUNTY**

**BETWEEN**  
**COUNTY OF MONTEREY**

**AND**

**USA Waste of California, Inc. DBA Carmel Marina Corporation**



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**Collection Service Agreement**

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## MONTEREY COUNTY

THIS COLLECTION SERVICE AGREEMENT ("Agreement") is made and entered into as of the last date opposite the respective signatures by and between the County of Monterey, a political subdivision of the State of California ("COUNTY"), and USA Waste of California, Inc., DBA Carmel Marina Corporation a Delaware corporation ("CONTRACTOR"), (hereafter collectively referred to as "the parties").

## RECITALS

WHEREAS, on July 27, 2009, COUNTY issued a Request For Proposals ("RFP") for Collection Services; and

WHEREAS, on September 8, 2009, CONTRACTOR submitted a response to the RFP and the various addenda to the RFP; and

WHEREAS, after consideration of CONTRACTOR'S response and the responses of other proposers for the same services, COUNTY'S staff and the Review Panel have recommended CONTRACTOR to perform the services more fully described in this Agreement; and

WHEREAS, the Board of Supervisors desire to award to CONTRACTOR, and CONTRACTOR has determined to accept such award, an Agreement to perform the services described in this Agreement.

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, COUNTY and CONTRACTOR hereby agree as hereinafter set forth:

## Article 1. Definitions

For the purpose of this Collection Service Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 AB 939. The California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.

1.02 Agreement. The written document and all amendments thereto between COUNTY and CONTRACTOR governing the provision of Collection Services as provided herein, including all exhibits hereto, as it may be amended from time to time.

1.03 Agreement Year. A twelve month period beginning on July 1<sup>st</sup> and ending on June 30<sup>th</sup>.

1.04 Alternative Daily Cover (ADC). Disposal Facility cover material, at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Section 20164 of the California Code of Regulations.

1.05 Bin. A Container, with a capacity of at least one (1) cubic yard designed or intended to be mechanically dumped into a loader packer type truck. Bins may also include Compactors that are owned by the Customer wherein the Collection Services occur.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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40           1.06 Board. The Board of Supervisors of Monterey County.

41           1.07 Bulky Items. Discarded materials, such as large and small household appliances  
42 (including refrigerators), furniture, carpets, mattresses, White Goods, clothing, un-mounted tires,  
43 and oversized Green Waste such as tree trimmings and large branches, and similar large items  
44 which can be handled by two (2) people; or some combination of such items in a Container the  
45 dimensions of which Container does not exceed four feet by four feet by two feet (4'x4'x2') and  
46 weighing no more than seventy-five (75) pounds, which are attributed to the normal activities of  
47 a Customer. Bulky Items must be generated by the Customer and at the service address  
48 wherein the Bulky Items are Collected. Bulky Items do not include items herein defined as  
49 Unacceptable Waste or Construction and Demolition Debris.

50           1.08 Calendar Year. A period of twelve (12) months beginning January 1<sup>st</sup> and ending  
51 December 31<sup>st</sup>.

52           1.09 Can. A metal or plastic receptacle, with a lid and handles, capable of being  
53 Collected manually of approximately thirty-three (33) gallons.

54           1.10 Cart. A heavy plastic receptacle with a rated capacity of at least twenty (20)  
55 gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and two (2)  
56 wheels, that is approved by COUNTY and is colored and labeled as designated by COUNTY.

57           1.11 Change in Law. The adoption, promulgation, or modification of any federal, state  
58 or local rule, law, regulation, ordinance, permit or administrative agency guidelines duly adopted  
59 and promulgated officially in writing for uniform application occurring after the effective date of  
60 this Agreement.

61           1.12 Collect/Collection. To pick up, transport, and remove Solid Waste, Recyclables,  
62 Green Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Used Oil and  
63 Used Oil Filters, and/or Construction and Demolition Debris.

64           1.13 Collection Services. SFD Collection Services, MFD Collection Services and  
65 Commercial Collection Services.

66           1.14 Commercial. A business establishment and/or industrial facility including, but not  
67 limited to, governmental, specifically including COUNTY, religious, and educational facilities.

68           1.15 Commercial Bin Collection Services. Commercial Bin Solid Waste Collection  
69 Service and Commercial Bin Recyclables Collection Service.

70           1.16 Commercial Bin Customer. Any Commercial entity utilizing a Bin for the set out  
71 and accumulation of Solid Waste.

72           1.17 Commercial Bin Recyclables Collection Service. The Collection of Recyclables  
73 from Commercial Bin Customers in the Service Area participating in the recycling program, the  
74 delivery of the Recyclables to a Recyclables Processing Facility, and the processing and  
75 marketing of the Recyclables.

76           1.18 Commercial Bin Solid Waste Collection Service. Collection of Solid Waste from  
77 Commercial Bin Customers in the Service Area and delivery of the Solid Waste to the Disposal  
78 Facility.

79           1.19 Commercial Cart Collection Service. Commercial Cart Solid Waste Collection  
80 Service and Commercial Cart Recyclables Collection Service.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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81           1.20 Commercial Cart Customer. Any Commercial entity utilizing a Cart or Can for the  
82 set out and accumulation of Solid Waste.

83           1.21 Commercial Cart Recyclables Collection Service. Collection of Recyclables from  
84 Commercial Cart Customers in the Service Area participating in the recycling program, delivery  
85 of the Recyclables to a Recyclables Processing Facility, and the processing and marketing of  
86 the Recyclables.

87           1.22 Commercial Cart Solid Waste Collection Service. Collection of Solid Waste from  
88 Commercial Cart Customers in the Service Area and delivery of the Solid Waste to the Disposal  
89 Facility.

90           1.23 Commercial Collection Service. Commercial Cart Collection Service and  
91 Commercial Bin Collection Service.

92           1.24 Commercial Customers. Commercial Bin Customers and Commercial Cart  
93 Customers.

94           1.25 Compactor. Any Container which has compaction mechanisms whether  
95 stationary or mobile, used or unused, operable or inoperable, all inclusive.

96           1.26 Compostable Materials. Food Waste, Green Waste, soiled paper and those  
97 materials designated from time to time in County Code for Collection and recycling under this  
98 Agreement which are segregated from Solid Waste at the source of generation by the Customer  
99 and set out for Collection.

100          1.27 Composting. The purposeful or engineered physical, chemical, and biological  
101 degradation of biodegradable Compostable Materials into mature compost as determined by  
102 standard laboratory analysis.

103          1.28 Construction and Demolition Debris (C&D). Used or discarded materials  
104 removed from premises during construction or renovation of a structure resulting from  
105 construction, remodeling, repair or demolition operations on any house, or residential property,  
106 commercial building, pavement, or other structure. Construction and Demolition Debris includes  
107 rocks, soils, tree remains and other Green Waste which results from land clearing or land  
108 development operations in preparation for construction. Construction and Demolition Debris is  
109 normally Collected in a Roll-Off Container.

110          1.29 Consumer Electronic Device or CED. Discarded electronic devices that the  
111 California Department of Toxic Substances Control (DTSC) has determined to be a covered  
112 electronic device. CEDs include cathode ray tube (CRT) devices (including televisions and  
113 computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD  
114 televisions; plasma televisions; portable DVD players with LCD screens; and other electronic  
115 devices as may be added by the DTSC from time to time.

116          1.30 Container. Carts, Cans, or Bins used for Collection of Solid Waste, Recyclables,  
117 and Green Waste.

118          1.31 Contract Administrator. The Director of Health or his/her designee.

119          1.32 CONTRACTOR. USA Waste of California, Inc. DBA Carmel Marina Corporation.

120          1.33 COUNTY. The County of Monterey, a political subdivision of the State of  
121 California.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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122           1.34 COUNTY Clean-up Service. The Collection of Solid Waste, Recyclables, Green  
123 Waste, Bulky Items, E-Waste, CED's, or Universal Waste, by CONTRACTOR resulting from  
124 written or verbal requests from COUNTY for temporary clean-up of those materials and the  
125 transport and delivery of the Collected materials to the appropriate facilities.

126           1.35 County Code. Codified ordinances adopted by the COUNTY Board, as such  
127 ordinances may be amended from time to time.

128           1.36 COUNTY Facilities. Any building, structure, yard, park, or any other facility  
129 owned, leased, or operated, by the COUNTY, or any subsidiary public entity of the COUNTY, as  
130 set forth in the column titled "Facility" of Exhibit 10 to this Agreement, regardless of where within  
131 the Service Area such facility is located.

132           1.37 Customer. A Generator of Solid Waste, Recyclables, Green Waste, Christmas  
133 trees, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil  
134 Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction including  
135 homeowners, managers or owners or rate-paying occupants of rental Single-Family or Multi-  
136 Family Dwellings, and Commercial representatives, who receive Collection Services under this  
137 Agreement.

138           1.38 Difficult to Serve. A set-out site for Carts or Cans via a road (or driveway) which  
139 has any of the following features:

140                   1.38.1 Is less than two 9-foot traffic lanes (or with respect to a driveway, at least  
141 12 feet width);

142                   1.38.2 A grade greater than fifteen (15) percent;

143                   1.38.3 An obstructed vertical clearance of less than fifteen (15) feet;

144                   1.38.4 A turn radius of less than fifty (50) feet; or

145                   1.38.5 Is more than one hundred (100) feet from the public road.

146           1.39 Disposal. The final processing and disposition of materials Collected by  
147 CONTRACTOR under the terms of this Agreement.

148           1.40 Disposal Facility. The MRWMD Disposal Facility and/or the SVSWA Disposal  
149 Facility.

150           1.41 Divert. To make use of discarded materials for any purpose and, therefore, to  
151 avoid Disposal of such material at the Disposal Facility.

152           1.42 Dwelling Unit. Any individual living unit in a Single Family Dwelling (SFD) or  
153 Multi-Family Dwelling (MFD) structure or building, a mobile home, or a motor home located on a  
154 permanent site intended for, or capable of being utilized for, residential living other than a hotel  
155 or motel.

156           1.43 Employee Housing. Premises provided by or on behalf of an agricultural  
157 employer Customer in connection with agricultural employment including not only buildings but  
158 any living quarters, such as a tent, bunkhouse, maintenance-of-way car, mobile home,  
159 manufactured home, recreational vehicle, travel trailer or other housing accommodation as set  
160 forth in Exhibit 8 to this Agreement.

161           1.44 Employee Housing Customer. A Person who provides Employee Housing within  
162 the Service Area.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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163           1.45 E-Waste. Waste that is powered by batteries or electricity, such as computers,  
164           telephones, answering machines, radios, stereo equipment, tape players/recorders,  
165           phonographs, videocassette players/recorders, compact disc players/recorders, calculators and  
166           certain items also defined as CED's.

167           1.46 Fixed Body Vehicle. Any wheeled vehicle that does not rely on a Roll-Off  
168           Container or other detachable Bin or Container to Collect, contain and transport material. Dump  
169           trucks shall be considered Fixed Body Vehicles.

170           1.47 Food Waste. All organic materials of plant or animal origin which are or were  
171           components of human foodstuffs that may be specified in COUNTY Legislation for Collection  
172           and processing. It shall also include non-recyclable and soiled paper, vegetable trimmings,  
173           houseplant trimmings and other compostable organic waste common to the occupancy of Single  
174           Family or Multi-family Dwellings, and, in the event COUNTY implements a Commercial Food  
175           Waste Collection program, Commercial establishments.

176           1.48 Force Majeure. Any acts of God, such as landslides, lightning, fires, storms,  
177           floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a  
178           public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain,  
179           condemnation or other taking, or other events of a similar nature, not caused or maintained by  
180           COUNTY or CONTRACTOR, which event is not reasonably within the control of the party  
181           claiming the excuse from its obligations due to such event, to the extent such event has a  
182           significant and material adverse effect on the ability of a party to perform its obligations  
183           thereunder. Force Majeure shall not include power outages, fuel shortages, strikes, work  
184           stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by  
185           CONTRACTOR'S employees or directed at CONTRACTOR or subcontractor. Force Majeure  
186           shall include a Change in Law if such Change in Law prohibits a party's performance hereunder.  
187           Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of  
188           CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force  
189           Majeure; (ii) except as provided herein, no event which merely increases CONTRACTOR'S cost  
190           of performance shall be a Force Majeure; and (iii) no event, the effects of which could have  
191           been prevented by reasonable precautions, including compliance with agreements and  
192           applicable laws, shall be a Force Majeure.

193           1.49 Generator. A Person, Commercial business or any other entity that produces  
194           Solid Waste, Recyclables, Green Waste, Bulky Items, Christmas Trees, Universal Waste, E-  
195           Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.

196           1.50 Green Waste. Untreated and unpainted wood, pruning, brush, leaves, or grass  
197           clippings and such other types of yard waste resulting from normal yard and landscaping  
198           maintenance. Green Waste must be generated by the Customer and at the service address  
199           wherein the Green Waste is Collected, segregated from Solid Waste at the source of generation  
200           and set out by the Customer for Collection. Green Waste does not include items herein defined  
201           as Unacceptable Waste.

202           1.51 Green Waste Processing Facility. The MRWMD Green Waste Processing  
203           Facility and the SVSWA Green Waste Processing Facility.

204           1.52 Hazardous Waste. Any material, substance, waste or component thereof which  
205           poses an actual or potential risk to public health and safety or the environment by virtue of being  
206           actually or potentially toxic, corrosive, bioaccumulative, reactive, ignitable, radioactive, infectious  
207           or otherwise harmful to public health and safety or the environment, and which requires special

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Unincorporated Monterey County

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208 handling under any present or future federal, state or local law, excluding de minimis quantities  
209 of waste of a type and amount normally found in residential Solid Waste after implementation of  
210 programs for the safe Collection, recycling, treatment and Disposal of household hazardous  
211 waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

212 1.53 Large Venue Collection Service. Collection of Solid Waste, Recyclables and  
213 other materials as appropriate at large venue special events.

214 1.54 MFD Bin Collection Service. MFD Bin Solid Waste Collection Service, MFD Bin  
215 Recyclables Collection Service, and On-Call Collection Service.

216 1.55 MFD Bin Customer. A Multi-family Dwelling that provides for the set-out and  
217 accumulation of Solid Waste through the use of shared Bins.

218 1.56 MFD Bin Recyclables Collection Service. Collection of Recyclables from MFD  
219 Bin Customers in the Service Area, the delivery of the Recyclables to the appropriate  
220 Recyclables Processing Facility, and the processing and marketing of the Recyclables.

221 1.57 MFD Bin Solid Waste Collection Service. Collection of Solid Waste from MFD  
222 Bin Customers in the Service Area and the delivery of the Solid Waste to the appropriate  
223 Disposal Facility.

224 1.58 MFD Cart Collection Service. MFD Cart Solid Waste Collection Service, MFD  
225 Cart Recyclables Collection Service, and On-Call Collection Service.

226 1.59 MFD Cart Customer. A Multi-family Dwelling that provides for the set-out and  
227 accumulation of Solid Waste through the use of shared Carts or Cans.

228 1.60 MFD Cart Recyclables Collection Service. Collection of Recyclables from MFD  
229 Cart Customers in the Service Area, the delivery of the Recyclables to the appropriate  
230 Recyclables Processing Facility and the processing and marketing of the Recyclables.

231 1.61 MFD Cart Solid Waste Collection Service. Collection of Solid Waste from MFD  
232 Cart Customers in the Service Area and the delivery of the Solid Waste to the appropriate  
233 Disposal Facility.

234 1.62 MFD Collection Services. MFD Bin Collection Services and MFD Cart Collection  
235 Services.

236 1.63 MFD Customers. MFD Bin Customers and MFD Cart Customers.

237 1.64 Monterey Regional Waste Management District (MRWMD). That portion of the  
238 Service Area as set forth in Exhibit 6.

239 1.65 MRWMD Construction and Demolition Debris Processing Facility. The C&D  
240 Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or  
241 such other facility as COUNTY may direct as required by the terms of its joint powers authority  
242 agreement with the Monterey Regional Waste Management District.

243 1.66 MRWMD Disposal Facility. The Monterey Peninsula Landfill located at 14201  
244 Del Monte Blvd., Marina, CA 93933 or such other facility as COUNTY may direct as required by  
245 the terms of its joint powers authority agreement with the Monterey Regional Waste  
246 Management District.

247 1.67 MRWMD Green Waste Processing Facility. The Composting facility operated by  
248 the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY



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249 may direct as required by the terms of its joint powers authority agreement with the Monterey  
250 Regional Waste Management District.

251 1.68 Multi-family Dwelling or MFD. Any residence, or group of residences, with two  
252 (2) or more Dwelling Units, including any flat, apartment, duplex, triplex, condominium, town  
253 home or other premises, other than a hotel or motel, used for housing persons, including such  
254 premises when combined in the same building with Commercial establishments, and serviced  
255 with one (1) or more common Containers.

256 1.69 Non-Collection Notice. A form developed by CONTRACTOR, in a form and  
257 substance satisfactory to COUNTY, and provided at CONTRACTOR'S cost at least 2" by 6" in  
258 size, on which CONTRACTOR has provided CONTRACTOR'S phone number and indicated the  
259 reasons for CONTRACTOR'S refusal to Collect material, giving reference to the section of this  
260 Agreement which has been violated, and which gives grounds for CONTRACTOR'S refusal  
261 either in writing or by means of a check system.

262 1.70 On-Call Bin. A Bin provided for the Collection of material on a temporary or  
263 irregular basis as set forth in Article 10 of this Agreement.

264 1.71 On-Call Collection Service. The periodic Collection of Bulky items, CED's, E-  
265 Waste, and/or U-Waste from SFD, MFD, Commercial, and Employee Housing Customers in the  
266 Service Area and the delivery of the Collected materials to the appropriate Disposal or  
267 Processing Facility.

268 1.72 Person. An individual, firm, agency, company, cooperative, public or private  
269 corporation, association, partnership, limited partnership, consortium, joint venture, limited  
270 liability company, commercial entity, trust, regulatory authority, governmental entity, or any other  
271 legal entity.

272 1.73 Processing Residues. Materials remaining after the processing of Recyclables,  
273 Green Waste, Bulky Items and Construction and Demolition Debris, which cannot reasonably be  
274 Diverted from the landfill.

275 1.74 Rebuilt Vehicle. For purposes of this Agreement, "rebuilt" means, at a minimum,  
276 replacement of worn parts and reconditioning or replacement of hydraulic systems,  
277 transmissions, differentials, electrical systems, engines, and brake systems. In addition, the  
278 rebuilt vehicle must be repainted and its tires must have at least eighty-five (85) percent of tread  
279 remaining.

280 1.75 Recyclables. Those materials designed in this Agreement for Collection and  
281 recycling under this Agreement which are segregated from Solid Waste by the Customer at the  
282 source of generation and set out for Collection. Recyclables include those materials defined by  
283 COUNTY, including newsprint (including inserts, coupons and store advertisements); mixed  
284 paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags  
285 and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad  
286 backing, shoeboxes and telephone books); glass containers, (including brown, clear blue and  
287 green glass bottles and jars); aluminum, (including beverage containers and foil products); small  
288 scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any  
289 dimension for any single item); steel including "tin" cans, aerosol cans (empty, non-toxic  
290 products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any  
291 dimension for any single item); bimetal containers; all plastics (#1-7), except expanded  
292 Polystyrene (EPS); aseptic packaging; textiles; dry cell household batteries when placed in or

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on the Recyclables Cart in a sealed heavy-duty plastic bag; and those materials as may be added in accordance with Article 22 of this Agreement.

1.76 Recyclables Processing Facility. Any facility selected by CONTRACTOR, and approved by COUNTY that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables, scrap metal, wood, asphalt, concrete and other inert materials for sale or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreements with the Salinas Valley Solid Waste Authority or the Monterey Regional Waste Management District.

1.77 Recyclables Processing and Marketing. Recycling, including, but not limited to the receipt, storage, sorting, cleansing, treating, bailing, shipping, and/or reconstituting of Recyclables including Recyclables recovered from the Solid Waste stream, at a facility which has adequate capacity to process the Recyclables Collected pursuant to this Agreement, and to return those Recyclables to the economic mainstream in a form that meets the requirements for greatest marketability. Without limiting the foregoing, Recyclables Processing and Marketing includes the pursuit and/or creation of markets for processed Recyclables in accordance with the provisions of this Agreement and plans submitted hereunder.

1.78 Residential Dwelling. A Single Family Dwelling or Multi-Family Dwelling.

1.79 Roll-Off Container. A metal Container of between six (6) and fifty (50) cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. A Roll-Off Container may be open topped or enclosed with or without a compaction unit.

1.80 Roll-Off Collection Services. The service provided to Customers for the Collection of discarded material using an On-Call Bin or Roll-Off Container.

1.81 Roll-Out Collection Services. The provision of SFD Collection Services to those Customers requiring or requesting that Collection occur at an on-premises site instead of at the curb or roadway.

1.82 Salinas Valley Solid Waste Authority (SVSWA). That portion of the Service Area as set forth in Exhibit 6.

1.83 Self-Haul Customer. A Generator of Solid Waste, Recyclables, Green Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris within the COUNTY'S jurisdiction who delivers materials to a facility permitted to accept the material rather than to CONTRACTOR.

1.84 Service Area. The unincorporated areas of the County of Monterey, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.

1.85 Service Commencement Date. November 1, 2010.

1.86 SFD Collection Service. SFD Solid Waste Collection Service, SFD Recyclables Collection Service, SFD Green Waste Collection Service, On-Call Collection Service and Used Oil Collection Service.

1.87 SFD Customer. A Single Family Dwelling, or a Multi-Family Dwelling wherein each individual Dwelling Unit subscribes for the set-out and accumulation of Solid Waste through the use of non-shared Carts or Cans.

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334           1.88   SFD Green Waste Collection Service. Collection of Green Waste from SFD  
335 Customers in the Service Area and the delivery of the Green Waste to the appropriate Green  
336 Waste Processing Facility.

337           1.89   SFD Recyclables Collection Service. Collection of Recyclables from SFD  
338 Customers in the Service Area, the delivery of the Recyclables to the appropriate Recyclables  
339 Processing Facility and the processing and marketing of the Recyclables.

340           1.90   SFD Solid Waste Collection Service. Collection of Solid Waste from SFD  
341 Customers in the Service Area and the delivery of the Solid Waste to the appropriate Disposal  
342 Facility.

343           1.91   Single Family Dwelling or SFD. A detached residence containing one (1)  
344 Dwelling Unit.

345           1.92   Solid Waste. Except as provided below, all "Solid Waste" as defined in California  
346 Public Resources Code Section 40191, as that section may be amended from time to time, and  
347 Section 10.41.010 Y. of the County Code, as that section may be amended from time to time,  
348 which is generated within the COUNTY. Solid Waste means all putrescible and non-putrescible  
349 solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes,  
350 industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not  
351 Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other  
352 discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other  
353 Unacceptable Waste. Solid Waste may include Recyclables, Green Waste, Bulky Items and  
354 Construction and Demolition Debris if such materials are not source separated from the Solid  
355 Waste at the site of generation or Collected for Recycling, Composting, processing and  
356 marketing.

357           1.93   Subscription Green Waste Collection Service. The Collection of Green Waste  
358 from MFD or Commercial Customers on a subscription basis and the delivery of the Green  
359 Waste to the appropriate Green Waste Processing Facility.

360           1.94   SVSWA Construction and Demolition Debris Processing Facility. Any facility  
361 located within the boundaries of the SVSWA, designated by CONTRACTOR and approved by  
362 COUNTY for the receipt, storage, and processing of Construction and Demolition Debris or such  
363 other facility as COUNTY may direct as required by the terms of its joint powers authority  
364 agreement with the Salinas Valley Solid Waste Authority.

365           1.95   SVSWA Disposal Facility. The Johnson Canyon Landfill located at 31400  
366 Johnson Canyon Road, approximately 2.5 miles east of Gonzales, and the Sun Street Transfer  
367 Station currently located at 139 Sun Street, Salinas (or at such other address as the transfer  
368 station may move to during the term of this Agreement), if capacity is available, and the Jolon  
369 Road Transfer Station located 52654 Jolon Road, King City or such other facility as COUNTY  
370 may direct as required by the terms of its joint powers authority agreement with the Salinas  
371 Valley Solid Waste Authority.

372           1.96   SVSWA Green Waste Processing Facility. Any facility located within the  
373 boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is  
374 designed, operated and legally permitted for the purpose of receiving and processing Green  
375 Waste or such other facility as COUNTY may direct as required by the terms of its joint powers  
376 authority agreement with the Salinas Valley Solid Waste Authority.

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377           1.97 Unacceptable Waste. Any and all waste, including but not limited to, Hazardous  
378 Waste, the acceptance or handling of which would cause a violation of any permit condition or  
379 legal or regulatory requirement, damage or threatened damage to CONTRACTOR'S equipment  
380 or facilities, or present a substantial endangerment to the health or safety of the public or  
381 CONTRACTOR'S employees; provided, that de minimis quantities or waste of a type and  
382 amount normally found in residential Solid Waste after implementation of programs for the safe  
383 Collection, recycling, treatment, and Disposal of household Hazardous Waste in compliance  
384 with Sections 41500 and 41802 of the California Public Resources Code shall not constitute  
385 Unacceptable Waste. Unacceptable Waste does not include Used Oil, Used Oil Filters, or  
386 household batteries when placed for Collection as set forth in this Agreement or as otherwise  
387 directed by COUNTY.

388           1.98 Universal Waste. Discarded materials that the California Department of Toxic  
389 Substances Control considers Universal Waste, including materials such as batteries,  
390 thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios,  
391 stereo equipment, tape players/recorders, phonographs, video cassette players/recorders,  
392 compact disc players/recorders, calculators, some appliances, aerosol cans, and certain  
393 mercury-containing devices.

394           1.99 Used Oil. Any oil that has been refined from crude oil or has been synthetically  
395 produced, and is no longer useful to the Customer because of extended storage, spillage or  
396 contamination with non-hazardous impurities such as dirt or water; or has been used and as a  
397 result of such use has been contaminated with physical or chemical impurities. Used Oil must  
398 be generated by and at the Single Family Dwelling wherein the Used Oil is Collected. Used Oil  
399 does not include transmission fluid.

400           1.100 Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers  
401 and Used Oil Filters in Used Oil Filter Containers, by CONTRACTOR, from SFD Customers in  
402 the Service Area utilizing Used Oil and Used Oil Filter Containers for the accumulation and set-  
403 out of Used Oil and Used Oil Filters and the appropriate disposition of the Used Oil and Used  
404 Oil Filters in accordance with the requirements of this Agreement.

405           1.101 Used Oil Container. A plain plastic container provided by CONTRACTOR, as set  
406 forth in Section 3.10 of this Agreement, for the accumulation of Used Oil that is at least four (4)  
407 quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a  
408 Used Oil Container.

409           1.102 Used Oil Filter. Any oil filter that is no longer useful to the SFD Customer  
410 because of extended storage, spillage or contamination with non-hazardous impurities such as  
411 dirt or water; or has been used and as a result of such use has been contaminated with physical  
412 or chemical impurities. Used Oil Filters must be generated by and at the Single Family Dwelling  
413 wherein the Used Oil Filter is Collected.

414           1.103 Used Oil Filter Container. A sealable container provided by CONTRACTOR, as  
415 set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil Filters that has a  
416 label designating it for use as a Used Oil Filter Container.

417           1.104 White Goods. Discarded household appliances such as washers, dryers,  
418 refrigerators, stoves, water heaters, freezers, small air conditioning units, and other similar  
419 items.

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420 1.105 Work Day. Any day, Monday through Saturday that is not a holiday as set forth  
421 in Section 3.09 of this Agreement.

422 **Article 2. Term and Scope of Franchise**

423 2.01 Initial Term of Agreement. The initial term of this Agreement for the provision of  
424 Collection Services in the Service Area, as set forth in Exhibit 5, shall be for a period  
425 commencing on November 1, 2010 and terminating at midnight on June 30, 2020.

426 2.02 COUNTY Offer to Extend.

427 2.02.1 On or before January 31, 2019, COUNTY may, upon notice of COUNTY  
428 to CONTRACTOR, offer to extend the term of this Agreement for up to five (5) additional years.  
429 In the event COUNTY offers an extension of less than five (5) years, COUNTY may, at its sole  
430 option, offer additional extensions except that such extension offers shall not extend this  
431 Agreement past June 30, 2025 and such offers shall be made no later than seventeen (17)  
432 months prior to the termination date of the then current Collection Services Agreement.

433 2.02.2 Upon receipt of an offer to extend the Agreement, CONTRACTOR shall  
434 provide written notice to COUNTY as to whether CONTRACTOR accepts or rejects COUNTY'S  
435 offer within twenty (20) Work Days of the date of the offer. If CONTRACTOR fails to provide  
436 such notice to COUNTY within said twenty (20) Work Days, COUNTY'S offer shall be deemed  
437 withdrawn and COUNTY shall have no obligation to extend the term of this Agreement.

438 2.03 CONTRACTOR Request to Extend. On or before January 31, 2019,  
439 CONTRACTOR may submit to COUNTY a request for extension of up to five (5) years, along  
440 with the information, data, records and reports documenting to satisfaction of COUNTY that  
441 CONTRACTOR has met each of the following preconditions during each preceding Agreement  
442 Year (or portion thereof if less than an entire Agreement Year):

443 2.03.1 Increased Diversion. During each Calendar Year, beginning on January  
444 1, 2011 and ending December 31, 2018, calculation of the minimum diversion requirement as  
445 set forth in Article 14 yields at least forty (40) percent Diversion.

446 2.03.2 Low Assessed Damages. COUNTY has not given CONTRACTOR notice  
447 of CONTRACTOR'S obligation to pay liquidated damages in excess of Ten Thousand (\$10,000)  
448 Dollars annually or Fifty Thousand Dollars (\$50,000) in the aggregate.

449 2.03.3 Customer Satisfaction. The results of each Customer satisfaction survey  
450 conducted by or on behalf of COUNTY as required by Section 11.15, concludes that ninety (90)  
451 percent of Customers are satisfied with Collection Services.

452 2.03.4 Timely Payment of Fees. CONTRACTOR has not been delinquent in the  
453 payment of any money due to COUNTY under this Agreement more than once each Agreement  
454 Year or at any time longer than five (5) days. COUNTY has not received written notice that  
455 CONTRACTOR has been delinquent in the payment of any sums or amounts due third parties  
456 with respect to Solid Waste Disposal and processing fees.

457 2.03.5 Timely Implementation of Transition Plan. CONTRACTOR has timely  
458 and fully implemented its transition plan.

459 2.04 Upon receipt of a request to extend the Agreement, COUNTY shall provide  
460 written notice to CONTRACTOR as to whether COUNTY is considering, accepts or rejects  
461 CONTRACTOR'S request within one hundred twenty (120) calendar days of the date of the

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request. If COUNTY fails to provide such notice to within said one hundred twenty (120) calendar days, CONTRACTOR'S request shall be deemed accepted and COUNTY shall extend the term of this Agreement by a period not to exceed five (5) years as requested by CONTRACTOR.

2.05 Grant of Exclusive Franchise. Subject to the requirements, conditions and exceptions set forth in this Agreement and Exhibits, COUNTY hereby grants to CONTRACTOR the exclusive franchise, right, privilege, and duty during the term of this Agreement and any extension thereof to Collect and transport the following materials to the facilities designated in this Agreement:

2.05.1 Solid Waste that is accumulated and set out for Collection by Customers in accordance with COUNTY Code, or which is otherwise legally set out for Collection pursuant to this Agreement.

2.05.2 Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris set out for Collection by Customers.

2.06 Limitations to Scope of Exclusive Franchise.

2.06.1 Nothing in this Agreement shall require that Collection Services be accepted by COUNTY or any entity governed by the Board; the State of California; any school district; or any entity that is excluded by law from the obligation to subscribe to the Collection Services set forth herein.

2.06.2 Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR. Similarly, pursuant to Chapter 10.41 of the County Code nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.

2.06.3 Notwithstanding CONTRACTOR'S rights under this Agreement as described above, the following materials may be Collected by Persons other than CONTRACTOR:

2.06.4 Construction and Demolition Debris that is:

2.06.4.1 removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling, or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service; or

2.06.5 Green Waste that is:

2.06.5.1 removed from SFD, MFD or Commercial premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than as a separately contracted or subcontracted hauling service;

2.06.5.2 Composted at the site where it is generated (e.g., backyard composting);



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504 2.06.6 Bulky Items, E-Waste, CED'S or U-Waste that are removed from a  
505 premises by a property cleanup or maintenance company as an incidental part of the total  
506 cleanup or maintenance service offered by the company rather than as a hauling service;

507 2.06.7 Animal remains and grease waste Collected for use as tallow;

508 2.06.8 Animal waste Collected for use as a soil amendment;

509 2.06.9 Recyclables which CONTRACTOR is not required to Collect and process  
510 under this Agreement as of the effective date of this Agreement which subsequently, in  
511 COUNTY'S reasonable judgment, become economically feasible to recycle. In such event,  
512 CONTRACTOR shall have the exclusive right to Collect and process such new Recyclables if  
513 CONTRACTOR agrees to do so without any change in rates. If CONTRACTOR is unwilling to  
514 provide service for such new Recyclables at existing rates, COUNTY may provide for Collection  
515 and processing of new Recyclables in any manner it deems appropriate.

516 2.06.10 Containers delivered for Recycling under the California Beverage  
517 Container Recycling and Litter Reduction Act, Section 14500, et seq., California Public  
518 Resources Code, as such statute may be amended from time to time;

519 2.06.11 Hazardous Waste regardless of its source;

520 2.06.12 By-products of sewage treatment, including sludge, grit, and  
521 screenings;

522 2.06.13 Abandoned Solid Waste discarded on public roads, right of ways  
523 and public parking lots in the Service Area. The County Code does not prohibit persons from  
524 scavenging or picking up abandoned Solid Waste.

525 2.06.14 Exemptions as listed and detailed from time to time in federal and  
526 state law, or County Code, and subject to Article 22 of this Agreement;

527 2.06.15 The provisions allowing COUNTY to provide for Collection,  
528 processing and Disposal as specified elsewhere in this Agreement.

529 2.07 Excluded Services. CONTRACTOR acknowledges and agrees that COUNTY  
530 may permit other persons besides CONTRACTOR to Collect any and all types of materials  
531 excluded from the scope of this Agreement, as set forth above, without seeking or obtaining  
532 approval of CONTRACTOR.

533 2.08 Legal Limitations. This grant to CONTRACTOR of rights, privileges, and duties  
534 shall be interpreted to be consistent with federal and state law and County Code in effect now  
535 and during the term of this Agreement. In the event future interpretations of current law, or  
536 enactment of new laws limit the ability of COUNTY to lawfully provide for the scope of franchise,  
537 rights, privileges, and duties specifically set forth herein, CONTRACTOR agrees the scope will  
538 be limited to that scope which may be lawfully provided for under this Agreement, and COUNTY  
539 shall not be responsible for any lost profits claimed by CONTRACTOR to arise out of further  
540 limitations of the scope as set forth herein. In such event, it shall be the responsibility of  
541 CONTRACTOR to minimize the financial impact to other services being provided as much as  
542 commercially feasible.

### Article 3. Service Standards

3.01 Service Standards. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection.

3.02 Mandatory Franchise Service. CONTRACTOR will provide Collection Service at each premise located in the Service Area, unless that premise is exempted from mandatory service under the County Code.

3.03 Collection Service Commencement. CONTRACTOR will begin providing Collection Services in the Service Area, as set forth in Exhibit 5, on November 1, 2010.

3.04 Hours and Days of Collection.

3.04.1 SFD and MFD Collection Services shall be provided commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m. Monday through Saturday with no service on Sunday. The hours, days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

3.04.2 Commercial Collection Services shall be provided, commencing no earlier than 4:00 a.m., and terminating no later than 10:00 p.m., Monday through Saturday except Collection shall begin no earlier than 6:00 a.m. or end later than 6:00 p.m. within two hundred (200) feet of Single Family Dwellings. The hours, days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

3.05 Manner of Collection. CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall leave any Can, Cart or Bin in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.06 Roll-out and Push Service. If CONTRACTOR determines that the set-out location for Solid Waste Carts or Bins is Difficult to Serve, then CONTRACTOR may provide its choice of either Roll-Out Collection Service to Customers using Cans, or Carts, or push services to Customers using Bins, for the surcharge listed on Exhibit 1, Rate Schedule.

3.07 Containers.

3.07.1 Purchase and Distribution of Cans, Carts, Bins and Roll-Off Containers. CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional new Cans, new Carts, new or well-maintained Bins, and new or well maintained Roll-Off Containers as required to Customers in the Service Area. CONTRACTOR shall also distribute Cans, Carts, Bins and Roll-Off Containers as required to new Customers that are added to the Service Area during the term of this Agreement. The distribution shall be completed within three (3) Work Days of receipt of notification from COUNTY or the Customer.

3.07.2 Replacement of Cans, Carts and Bins. CONTRACTOR'S employees shall take care to prevent damage to Cans, Carts or Bins by unnecessary rough treatment. However, any Can, Cart or Bin damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, within three (3) Work Days at no cost or inconvenience to the Customer.

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584 3.07.2.1 Upon notification to CONTRACTOR by COUNTY or a  
585 Customer that the Customer's Can(s), Cart(s) or Bin(s) are faulty, have worn out or have been  
586 stolen or damaged beyond repair through no fault of the Customer, CONTRACTOR shall deliver  
587 a replacement Can(s), Cart(s) or Bin(s) to such Customer no later than the next regularly  
588 scheduled Collection day, or if requested by COUNTY or the Customer, within three (3) Work  
589 Days. CONTRACTOR shall maintain records documenting all Can, Cart and Bin replacements  
590 occurring on a monthly basis.

591 3.07.2.2 Where such Can or Cart is faulty, has worn out or has been  
592 lost, stolen or damaged beyond repair through no fault of the Customer, each SFD Customer  
593 shall be entitled to the replacement of one (1) lost, destroyed, or stolen Solid Waste Can or  
594 Cart, one (1) lost, destroyed, or stolen Recyclables Can or Cart, and one (1), lost, destroyed, or  
595 stolen Green Waste Can or Cart during the life of this Agreement at no cost to the Customer.

596 3.07.2.3 Where such Cart or Bin has worn out or has been lost,  
597 stolen or damaged beyond repair through no fault of Customer, each MFD, or Commercial  
598 Customer shall be entitled to the replacement of lost, destroyed, or stolen Solid Waste Cart(s) or  
599 Bin(s), and lost, destroyed, or stolen Recyclables Cart(s) or Bin(s) and lost, destroyed, or stolen  
600 Green Waste Cart(s) or Bin(s), if subscribing to Green Waste service, during the life of this  
601 Agreement at no cost to the Customer. Such replacement shall be limited to a number equal to  
602 the number of Bins and Carts representing the normal service level of the Customer.

603 3.07.2.4 Where such Can, Cart, or Bin replacement occurs through  
604 no fault of CONTRACTOR, CONTRACTOR shall be compensated by the Customer for the cost  
605 of those replacements in excess of the requirements set forth above in accordance with the  
606 Can, Cart or Bin Replacement service rate, as appropriate, as set forth in Exhibit 1 which is  
607 attached to and included in this Agreement or as may be adjusted under the terms of this  
608 Agreement.

609 3.07.2.5 In those instances where CONTRACTOR can demonstrate  
610 to the satisfaction of COUNTY that a Can(s), Cart(s) or Bin(s) was stolen as the result or  
611 product of negligence on the part of the Customer, CONTRACTOR shall be entitled to bill the  
612 Customer the cost of the Can(s), Cart(s) or Bin(s) Replacement plus the delivery charge in  
613 accordance with the rates set forth in Exhibit 1 to this Agreement.

614 3.07.3 Repair of Carts. CONTRACTOR shall be responsible for repair of Carts  
615 in the areas to include but not be limited to, hinged lids, wheels and axles. No later than the  
616 next regularly scheduled Collection day after notification of the need for such repairs,  
617 CONTRACTOR shall repair the Cart or if necessary, remove the Cart for repairs and deliver a  
618 replacement Cart to the Customer.

619 3.07.4 Repair of Bins and Roll-Off Containers. CONTRACTOR will repair and  
620 otherwise maintain or replace Bins and Roll-Off Containers so that they are functional, and, as  
621 appropriate, have lids, at no inconvenience to the Customer.

622 3.07.5 Locks. Within one (1) week of receipt of the request, CONTRACTOR will  
623 provide a lock on a Bin for the surcharge listed in Exhibit 1.

624 3.07.6 Can, Cart or Bin Exchange. Upon notification to CONTRACTOR by  
625 COUNTY, or a Customer, that a change in the size or number of Cans, Carts or Bins is  
626 required, CONTRACTOR shall deliver such Cans, Carts or Bins to such Customer within five (5)  
627 Work Days. Each SFD Customer shall be entitled to receive one (1) free Solid Waste Cart

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exchange, one (1) free Recyclables Cart exchange and one (1) free Green Waste Cart exchange per Agreement Year during the term of this Agreement. Each MFD or Commercial Customer shall be entitled to receive one (1) free service exchange, per Agreement Year during the term of this Agreement. For the purposes of this Section, a service exchange represents the exchange of as few as one (1) and as many as the total number of Bins and Carts provided by CONTRACTOR and utilized by the Customer. Accordingly CONTRACTOR shall be compensated for the cost of those exchanges in excess of the limitations set forth herein per Agreement Year, in accordance with the Can, Cart or Bin Exchange service rate as set forth in Exhibit 1 of this Agreement.

3.07.7 Ownership of Cans and Carts. Ownership of Cans and Carts shall rest with CONTRACTOR, except that ownership of Cans or Carts in the possession of a Customer at the end of this Agreement shall rest with COUNTY. At its sole discretion, COUNTY may elect not to exercise its rights with regards to this Section and in such case the Cans and Carts shall remain the property of CONTRACTOR upon termination of this Agreement. In this event CONTRACTOR shall be responsible for removing all Cans and Carts in service from the Service Area and reusing or Recycling such Cans and Carts. In addition, in the case of the termination of this Agreement prior to the expiration of the initial term or optional extension term(s) due to the default of CONTRACTOR as set forth in Article 27 of this Agreement, COUNTY shall have the right to take possession of the Carts and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession, there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon the receipt of written notice from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Carts, including their locations.

3.07.8 Ownership of Bins and Roll-Off Containers. Ownership of Bins and Roll-Off Containers distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of CONTRACTOR as set forth in Article 27 of this Agreement. Under such circumstances, COUNTY shall have the right to take possession of the Bins and Roll-Off Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon receipt of a written request from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Bins and Roll-Off Containers, including their locations.

3.07.9 Compactor Equipment. Compactor equipment may be owned by the Customer or leased from CONTRACTOR or any other source provided the Compactor Container is compatible with CONTRACTOR'S Collection vehicles.

3.07.10 Organic Waste Pails. In the event COUNTY and CONTRACTOR agree to offer residential compostable collection service, as requested by the Customer, CONTRACTOR shall provide each SFD Cart Customer with a pail for use in the kitchen that is suitable for the collection and storage of Food Waste. The kitchen pail shall have a capacity of 1.5 to 2.5 gallons, a wire or plastic handle, and a lid and must be approved by COUNTY.

3.07.11 Compostable Material Containers. In the event COUNTY and CONTRACTOR agree to offer Commercial Compostable Materials Collection Services, and if requested by the Commercial Customer, CONTRACTOR shall provide Commercial Customers

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674 receiving Commercial Compostable Materials Collection Services with a watertight Container for  
675 indoor storage of Compostable Materials prior to placing the waste in the Compostable  
676 Materials Cart or Bin. The size of the Container shall be determined by the Customer and  
677 CONTRACTOR. CONTRACTOR shall be responsible for the repair and maintenance of the  
678 Containers. At the request of the Customer, CONTRACTOR shall allow the use of plastic bags  
679 by the Customer for the containment of the Compostable Materials and shall Collect both the  
680 Compostable Materials and the plastic bags as part of the Commercial Compostable Materials  
681 Collection Service provided under the terms of this Agreement.

682       3.08 Labor and Equipment. CONTRACTOR shall provide and maintain all labor,  
683 equipment, tools, facilities, and personnel supervision required for the performance of  
684 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have  
685 sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this  
686 Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of  
687 labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by  
688 COUNTY or by any Customer except as expressly provided by this Agreement.

689       3.09 Holiday Service. CONTRACTOR shall not be required to provide Collection  
690 Services or maintain office hours on the following designated holidays; New Years Day,  
691 Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In any  
692 week in which one of these holidays falls on a Work Day, SFD Collection Services for the  
693 holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the  
694 week with normally scheduled Friday Collection Services being performed on Saturday. MFD  
695 and Commercial Collection Services shall be adjusted as agreed between CONTRACTOR and  
696 the Customer but must meet the minimum frequency requirement of one (1) time per week.

697       3.10 Used Oil and Used Oil Filter Containers. CONTRACTOR will provide to SFD  
698 Customers at no additional charge to SFD Customer, Used Oil and Used Oil Filter Containers in  
699 design, function and material specifications approved by the COUNTY. CONTRACTOR will not  
700 receive additional compensation for this service.

701       3.11 Recyclables - Contamination. CONTRACTOR shall not be required to Collect  
702 Recyclables if the Customer does not segregate the Recyclables from other materials such as  
703 Solid Waste, Green Waste and Unacceptable Waste. If Recyclables are contaminated through  
704 commingling with other materials, CONTRACTOR shall leave the Recyclables Can, Cart or Bin  
705 un-emptied along with a Non-Collection Notice that contains instructions on the proper  
706 procedures for setting out Recyclables. CONTRACTOR shall not be obligated to Collect the  
707 Recyclables Container until the Customer has removed the contamination.

708       3.12 Green Waste – Contamination. CONTRACTOR shall not be required to Collect  
709 Green Waste if the Customer does not segregate the Green Waste from other materials such as  
710 Solid Waste, and Unacceptable Waste. If Green Waste is contaminated through commingling  
711 with other materials, CONTRACTOR shall leave the Green Waste Can, Cart or Bin un-emptied  
712 along with a Non-Collection Notice that contains instructions on the proper procedures for  
713 setting out Green Waste. CONTRACTOR shall not be obligated to Collect the Green Waste  
714 Container until the Customer has removed the contamination.

715       3.13 Inspections. COUNTY shall have the right to inspect CONTRACTOR'S facilities  
716 or Collection vehicles used in the provision of Collection Services under this Agreement and  
717 their contents at any time while operating inside or outside the Service Area.

718       3.14 Commingling of Materials.

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719                   3.14.1 Solid Waste and Recyclables. CONTRACTOR shall not commingle Solid  
720 Waste Collected pursuant to this Agreement, with any Recyclables separated for Collection  
721 pursuant to this Agreement prior to delivery to the appropriate facility without the express prior  
722 written authorization of the Contract Administrator.

723                   3.14.2 Solid Waste Collected in Service Area. CONTRACTOR shall not  
724 commingle any Solid Waste Collected pursuant to this Agreement with any other material  
725 Collected by CONTRACTOR outside the Service Area prior to delivery to the Disposal Facility  
726 as appropriate, unless CONTRACTOR has provided written documentation, in a form that is  
727 satisfactory to the Contract Administrator, explaining how the mixed material will be allocated to  
728 the jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the  
729 Contract Administrator.

730                   3.14.3 Recyclables. CONTRACTOR shall not commingle Recyclables Collected  
731 pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or  
732 outside the Service Area prior to delivery to the Recyclables Processing Facility without the  
733 express prior written authorization of the Contract Administrator.

734                   3.14.4 Material Separation. Solid Waste, Recyclables, Green Waste, Bulky  
735 Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and  
736 Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless  
737 such material has been deemed contaminated in which case it shall be Collected as Solid  
738 Waste. Each category of material Collected shall be kept separated according to type or  
739 classification except for such material as has been deemed contaminated which shall be  
740 classified as Solid Waste.

741                   3.15 Spillage and Litter. CONTRACTOR shall not litter premises in the process of  
742 providing Collection Services or while its vehicles are on the road. CONTRACTOR shall  
743 transport all materials Collected under the terms of this Agreement in such a manner as to  
744 prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle.  
745 CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services  
746 so as to prevent spilling or dropping of Solid Waste, Recyclables, Green Waste, Bulky Items,  
747 Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and  
748 Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or  
749 dropped materials.

750                   3.15.1 CONTRACTOR will maintain a log of spills that indicates the material  
751 spilled, quantity and remedial actions taken. CONTRACTOR will immediately report any spills  
752 entering or endangering any waterway or storm drain or any spill of forty-two (42) gallons or  
753 more to the State Office of Emergency Service (OES) as required by law.

754                   3.15.2 CONTRACTOR shall not be responsible for cleaning up un-sanitary  
755 conditions caused by the carelessness of the Customer; however, CONTRACTOR shall clean  
756 up any material or residue that is spilled or scattered by CONTRACTOR or its employees.

757                   3.15.3 CONTRACTOR shall clean up any spillage or litter caused by  
758 CONTRACTOR within four (4) hours of spilling or dropping any material or residue, or within  
759 four (4) hours upon notice from Customer, or within four (4) hours upon notice from the Contract  
760 Administrator.

761                   3.15.4 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris  
762 resulting from CONTRACTOR'S operations or equipment repair shall be covered immediately



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763 with an absorbent material and removed from the street surface. When necessary,  
764 CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate  
765 cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient  
766 quantities of petroleum absorbent materials along with a broom and shovel.

767 3.15.5 In the event where damage to public streets within the Service Area is  
768 the result of a hydraulic oil spill caused by CONTRACTOR, CONTRACTOR shall be responsible  
769 for all repairs to return the street to the same condition it was in prior to the spill.  
770 CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs  
771 and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at  
772 no cost to COUNTY.

773 3.16 Ownership of Materials. Title to Solid Waste, Recyclables, Green Waste, Bulky  
774 Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and  
775 Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in  
776 CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to  
777 material Collected as part of the COUNTY Clean-up Service as set forth in Article 11 shall pass  
778 to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection  
779 vehicle or Container approved for use.

780 3.17 Hazardous Waste. Under no circumstances shall CONTRACTOR'S employees  
781 knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous  
782 Waste, from a Collection Container. If CONTRACTOR determines that material placed in any  
783 Container for Collection is Hazardous Waste, or other material that may not legally be accepted  
784 at the Disposal Facility or one of the processing facilities, or presents a hazard to  
785 CONTRACTOR'S employees, CONTRACTOR shall refuse to accept such material. The  
786 Generator shall be contacted by CONTRACTOR and requested to arrange for proper Disposal.  
787 If the Generator cannot be reached immediately, CONTRACTOR shall, before leaving the  
788 premises, leave a Non-Collection Notice, which indicates the reason for refusing to Collect the  
789 material.

790 3.17.1 If Hazardous Waste is found in a Collection Container that poses an  
791 imminent danger to people or property, CONTRACTOR shall immediately notify the Monterey  
792 County Health Department Hazardous Materials Management Services.

793 3.17.2 If Hazardous Waste is identified at the time of delivery to the Disposal  
794 Facility, or one of the processing facilities and the Generator cannot be identified,  
795 CONTRACTOR shall be solely responsible for handling and arranging lawful transport and  
796 disposition of the Hazardous Waste.

797 3.18 Regulations and Record Keeping. CONTRACTOR shall comply with emergency  
798 notification procedures required by applicable laws and regulatory requirements. All records  
799 required by regulations shall be maintained at CONTRACTOR'S facility.

800 3.19 Transition. CONTRACTOR understands and agrees that the time between the  
801 formal Agreement signing and November 1, 2010 is intended to provide CONTRACTOR with  
802 ample and sufficient time to, among other things, order equipment, prepare necessary routing  
803 schedules and route maps, obtain any permits and licenses, establish/build facilities, and begin  
804 the public awareness campaign part of CONTRACTOR'S transition plan as specified in Exhibit  
805 4 which is attached and incorporated into this Agreement. In addition, CONTRACTOR is  
806 required under the terms of this Agreement to meet the following transition requirements:

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807 3.19.1 obtain approval from COUNTY of the transition plan included in Exhibit 4  
808 of this Agreement prior to April 1, 2010;

809 3.19.2 obtain approval from and provide a copy to COUNTY of the emergency  
810 backup plan included in Exhibit 9 of this Agreement prior to June 30, 2010;

811 3.19.3 obtain approval from COUNTY of the waste assessment protocols as  
812 required by Section 11.14 that are required to be included in the transition plan included in  
813 Exhibit 4 of this Agreement prior to April 1, 2010;

814 3.19.4 obtain approval from COUNTY of the format of all invoices as required by  
815 Section 13.02 prior to September 1, 2010;

816 3.19.5 provide payment of proposal development fee as required by Section  
817 13.17.3, to COUNTY within thirty (30) calendar days of execution of the Agreement;

818 3.19.6 provide Collection route maps as required by Section 15.01 ninety (90)  
819 calendar days prior to commencement of Collection Services;

820 3.19.7 test the noise level of all Collection vehicles prior to utilization of the  
821 vehicle to provide Collection Services as required by Section 16.08;

822 3.19.8 provide equipment inventory on or before September 1, 2010 as required  
823 by Section 16.11;

824 3.19.9 submit the initial public education and outreach program to COUNTY for  
825 approval on or before July 1, 2010 as required by Section 19.01;

826 3.19.10 distribute the initial Collection Service notice to Customers as least thirty  
827 (30) days prior to commencement of services as required by Section 19.02;

828 3.19.11 provide the Contract Administrator with an emergency contact number  
829 prior to October 1, 2010 as required by Section 20.02;

830 3.19.12 develop a website as required by Section 20.06 which will be available  
831 to Customers no later than September 1, 2010;

832 3.19.13 provide the name of the service supervisor to COUNTY no later than  
833 October 1, 2010 as required by Section 24.02;

834 3.19.14 provide evidence of insurance coverage on or before the execution date  
835 of this Agreement as required by Section 29.01.4; and

836 3.19.15 obtain a performance bond or letter of credit no more than thirty (30)  
837 days after the execution date of this Agreement as required by Article 30.

838 3.20 Property Damage. CONTRACTOR shall be responsible for the repair or  
839 replacement, if repair is not adequate, of any damages to public or private property during the  
840 provision of Collection Services and caused by the CONTRACTOR.

841 3.21 Unsafe Collection Conditions. In the event CONTRACTOR believes that it is  
842 unsafe to provide Collection Services to a Customer, CONTRACTOR shall notify the Contract  
843 Administrator of the name and address of the Customer and the conditions which make the  
844 provision of Collection Services unsafe. Pursuant to County Code, the Director of Health shall  
845 perform such review as is deemed necessary and except in those instances where the  
846 conditions can be mitigated to the satisfaction of CONTRACTOR, shall take the appropriate

steps to have the Customer exempted from mandatory Collection Service. CONTRACTOR shall not be obligated to provide Collection Services to the Customer.

## Article 4. Transportation, Processing and Disposal

### 4.01 Disposal and Processing Facilities.

4.01.1 MRWMD Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Disposal Facility.

4.01.2 SVSWA Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the SVSWA, shall be transported to the SVSWA Disposal Facility.

4.01.3 Recyclables Processing Facility. All Recyclables and Bulky Items that can be Recycled, Collected as a result of performing Collection Services, shall be delivered to the Recyclables Processing Facility.

4.01.4 MRWMD Green Waste Processing Facility. All Green Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Green Waste Processing Facility.

4.01.5 SVSWA Green Waste Processing Facility. All Green Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Green Waste Processing Facility.

4.01.6 MRWMD Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris Collected as the result of performing Collection Services within the boundaries of the MRWMD shall be transported to the MRWMD Construction and Demolition Debris Processing Facility.

4.01.7 SVSWA Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Construction and Demolition Debris Processing Facility.

4.01.8 Bulky Items Processing and Disposal. CONTRACTOR shall process and dispose of Bulky Items Collected from Customers pursuant to the terms of this Agreement in accordance with the following hierarchy:

4.01.8.1 Reuse as is (where energy efficiency is not compromised);

4.01.8.2 Disassemble for reuse or recycling;

4.01.8.3 Recycle; or

4.01.8.4 Disposal.

4.01.9 CONTRACTOR shall not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled.

4.01.10 Bulky Items Containing Freon. In the event CONTRACTOR Collects Bulky Items that contain Freon, CONTRACTOR shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.

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888                   4.01.11       Disposal of Recyclables or Green Waste. CONTRACTOR shall  
889 not deliver Recyclables or Green Waste to a Disposal Facility without the express written  
890 permission of the Contract Administrator.

891                   4.01.12       Used Oil Processing. CONTRACTOR shall recycle all Used Oil  
892 and Used Oil Filters Collected pursuant to this Agreement to the extent feasible and shall  
893 properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot  
894 be recycled.

895                   4.01.12.1   CONTRACTOR shall recycle Used Oil only with persons  
896 who are authorized by the State of California to recycle Used Oil. In the event the Used Oil and  
897 Used Oil Filters Collected pursuant to this Agreement are contaminated to the extent that the  
898 Used Oil and Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall  
899 dispose of such Used Oil and Used Oil Filters at CONTRACTOR'S own cost and expense in  
900 accordance with applicable state and federal law.

## 901                   Article 5. SFD Collection Services

902                   5.01   SFD Collection Services. These services shall be governed by the following  
903 terms and conditions:

904                   5.01.1 Default Capacity. Except as set forth in Section 5.01.1.1 below,  
905 CONTRACTOR shall provide each SFD Customer with one (1) 35 gallon Solid Waste Cart, One  
906 (1) 64 gallon, (or if requested by Customer, 96 gallon) Recyclables Cart, and one (1) 64 gallon  
907 (or if requested by Customer, 96 gallon) Green Waste Cart.

908                   5.01.1.1   CONTRACTOR shall provide Customers utilizing Cans for  
909 the Collection of Solid Waste, Recyclables and Green Waste with Collection capacity  
910 approximately equal to the Collection capacity that the Customer would have requested in  
911 Carts.

912                   5.01.2 Conditions of Service. CONTRACTOR shall provide SFD Collection  
913 Services to all SFD Customers in the Service Area whose: 1) Solid Waste is containerized in  
914 Cans or Carts, except as set forth in Section 5.05 and 5.10, regardless, of whether or not the lid  
915 of the Container is closed; 2) Recyclables are containerized in Cans or Carts, except as set  
916 forth in Section 5.05 and 5.10, regardless of whether or not the lid of the Container is closed; 3)  
917 Green Waste is containerized in Cans or Carts, except as set forth in Section 5.05 and 5.10,  
918 regardless of whether or not the lid of the Container is closed; and 4) where the Cans or Carts  
919 have been placed within three (3) feet of the curb, swale, paved surface of the public roadway,  
920 closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer,  
921 that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle  
922 and where the material in the Cart is not contaminated as set forth in Sections 3.11 and 3.12.

923                   5.02   Non-Subscription Roll-Out Collection Service. Notwithstanding any term or  
924 definition set forth in this Agreement, CONTRACTOR shall provide non-subscription Roll-Out  
925 Collection Service to a SFD Customer if a Customer residing therein has provided  
926 documentation, in a manner satisfactory to CONTRACTOR that all individuals over the age of  
927 sixteen (16) residing in the Customers residence: 1) have handicapped status recognized by the  
928 California Department of Motor Vehicles; and 2) are functionally unable to place their Solid  
929 Waste, Recyclables, and Green Waste Cans or Carts at the curb for Collection. In addition,  
930 COUNTY may direct CONTRACTOR to provide non-subscription Roll-out Collection Service to

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931 Customers who meet the criteria set by COUNTY. No additional monies shall be due to  
932 CONTRACTOR for the provision of non-subscription Roll-Out Collection Service.

933           5.02.1 Subscription Roll-Out Collection Service. CONTRACTOR shall provide  
934 Roll-Out Collection Service to a SFD Customer if requested by the Customer for their  
935 convenience. CONTRACTOR shall be compensated for such services at the rates set forth in  
936 Exhibit 1 for subscription Roll-Out Collection Service.

937           5.02.2 Collection Day. CONTRACTOR shall provide subscription and non-  
938 subscription Roll-Out Collection Service on the same Work Day that curbside Collection would  
939 otherwise be provided to the SFD Customer.

940           5.03 Frequency and Scheduling of Service. Except as set forth in Section 5.10, SFD  
941 Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD  
942 Collection Services shall be scheduled so that a SFD Customer receives Solid Waste Collection  
943 Service, Recyclables Collection Service, Green Waste Collection Service, and Used Oil  
944 Collection Service on the same Work Day.

945           5.04 Non-Collection. Except as set forth in Sections 5.05, and 5.10,  
946 CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Green Waste  
947 that is not placed in a Cart or Can. CONTRACTOR shall also not be required to Collect Carts  
948 (or Cans) whose weight is in excess of sixty (60) pounds. In the event of non-collection,  
949 CONTRACTOR shall affix to the Cart (or Can) a Non-Collection Notice explaining why  
950 Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term  
951 of this Agreement.

952           5.05 Overages. The first time that a SFD Customer does not discard Solid Waste,  
953 Recyclables or Green Waste inside a Cart (or Can), CONTRACTOR will Collect that material  
954 without surcharge, but will leave a Non-Collection Notice indicating that: 1) the Customer must  
955 place Solid Waste, Recyclables or Green Waste in a Cart (or Can), unless he or she has  
956 requested On-call Collection Service; 2) describing how the Customer can arrange for additional  
957 capacity; and 3) warning that if the Customer discards material outside Carts (or Cans) again,  
958 CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on  
959 the Rate Schedule set forth in Exhibit 1.

960           5.05.1 The second time, and each time thereafter, that a Customer does not  
961 discard Solid Waste, Recyclables or Green Waste inside a Cart (or Can), CONTRACTOR will  
962 Collect the Cart (or Can) and the un-containerized material and will charge the un-containerized  
963 surcharge listed on the Rate Schedule set forth in Exhibit 1.

964           5.06 Additional Solid Waste Capacity. In the event a Customer requests Solid Waste  
965 capacity in excess of that provided by the default Cart (or Can) capacity, CONTRACTOR shall  
966 be compensated for the provision of those additional Carts (or Cans) in accordance with the  
967 Rate Schedule set forth in Exhibit 1.

968           5.07 Additional Recycling Capacity. In the event a Customer requests Recyclables  
969 capacity in excess of that provided by the default Cart (or Can) capacity, CONTRACTOR shall  
970 be compensated for the provision of those additional Carts (or Cans) in accordance with the  
971 Rate Schedule set forth in Exhibit 1.

972           5.08 Additional Green Waste Capacity. In the event a Customer requests Green  
973 Waste capacity in excess of that provided by the default Cart (or Can) capacity, CONTRACTOR

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shall be compensated for the provision of those additional Carts (or Cans) in accordance with the Rate Schedule set forth in Exhibit 1.

5.09 Pickup of Under-utilized Additional Recyclables or Green Waste Containers. If CONTRACTOR'S vehicle driver reports, and CONTRACTOR'S customer service representative enters into Customer's account records that Customer does not set out an additional Recyclables or Green Waste Container(s) more than once a month for three (3) consecutive months, then CONTRACTOR may leave a notice stating that CONTRACTOR will pick up the Customer's unused or under-utilized additional Recyclables or Green Waste Container(s) unless Customer sets out that additional Container(s) at least every other week.

5.10 On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the additional on-call service rate as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

5.10.1 General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all SFD Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.10.2 Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to five (5) cubic yards.

5.10.3 Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers and shall be limited to a total of one half (0.5) cubic yard.

5.10.4 Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

5.10.5 Scheduling On-Call Collection Service. CONTRACTOR, when requested by Customer shall provide each SFD Customer with On-call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

5.10.6 Non-Collection. In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly Disposed of and shall maintain a copy of such notice during the term of this Agreement. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

5.10.6.1 Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

5.10.6.2 Hazardous Waste, including anti-freeze;

5.10.6.3 Unacceptable Waste;

5.10.6.4 concrete;

5.10.6.5 dirt; or



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1017 5.10.6.6 more than two (2) tires from any SFD Customer per  
1018 Collection.

1019 5.11 Used Oil Collection Service. This service will be governed by the following  
1020 terms and conditions:

1021 5.11.1 Conditions of Service. CONTRACTOR shall provide Used Oil and Used  
1022 Oil Filter Collection Service to all SFD Customers in the Service Area utilizing Used Oil  
1023 Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for  
1024 the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used  
1025 Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of  
1026 the public roadway, closest accessible roadway, or other such location agreed to by  
1027 CONTRACTOR and Customer, that will provide safe and efficient accessibility to  
1028 CONTRACTOR'S Collection crew and vehicle.

1029 5.11.2 Non-Collection. CONTRACTOR shall not be required to Collect material  
1030 placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil  
1031 Filters, as appropriate, and is free of contamination other than contamination normally expected  
1032 to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-  
1033 collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-  
1034 Collection Notice explaining why Collection was not made and maintain a copy of such notice  
1035 during the term of this Agreement. If non-collection is because the Used Oil or Filter was placed  
1036 in an improper container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers  
1037 in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding  
1038 sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

1039 5.11.3 Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles  
1040 used to Collect Used Oil and shall cleanup any Used Oil that spills during Collection, which has  
1041 leaked from the Used Oil or Used Oil Filter Container after setout but prior to Collection, or  
1042 which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

1043 5.11.4 Used Oil and Used Oil Filter Containers. Upon receipt of a verbal request  
1044 of County or a Customer, CONTRACTOR shall provide the SFD Customer at their residence  
1045 with Used Oil Containers and Used Oil Filter Containers in the number requested by COUNTY  
1046 or the Customer but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil  
1047 and two (2) Used Oil Filters. CONTRACTOR shall deliver said Containers no later than the next  
1048 regularly scheduled Collection day.

1049 5.11.4.1 At the time CONTRACTOR Collects Used Oil from a SFD  
1050 Customer, CONTRACTOR shall leave at the premises one (1) Used Oil Container for each  
1051 Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter  
1052 Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter  
1053 Containers clean and may re-use the containers until the condition of the container makes it  
1054 inappropriate for re-use.

1055 5.11.5 Home Composting and Worm Bins. For at least thirty (30) consecutive  
1056 Work Days each Agreement Year, CONTRACTOR will offer home composting bins and home  
1057 worm bins, of a make approved by COUNTY, for sale to SFD Customers in at least two  
1058 locations, one inland and one coastal, within the Service Area, or if CONTRACTOR does not  
1059 provide a location within the Service Area, CONTRACTOR will offer said bins for sale to SFD  
1060 Customers for delivery to the Customer without surcharge. CONTRACTOR will charge  
1061 Customer a purchase price no greater than CONTRACTOR'S actual cost of purchase, including

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taxes and vendor's handling or delivery charges. Upon sale, the bin becomes the property of the purchaser.

5.11.5.1 On the next regularly scheduled Collection day occurring after a SFD Customer's request for delivery of either a home composting bin or home worm bin, CONTRACTOR will deliver the bin to that Customer's premises for the surcharge listed in Exhibit 1 (except as provided in Section 5.11.5).

5.11.6 Intermittent Occupancy. Within one (1) week of a SFD Customer's request, CONTRACTOR will stop or start Collection at that Customer's residence which serves as the Customer's vacation or second home. The invoice for such intermittent service shall be pro-rated for the actual number of weeks CONTRACTOR provides Collection Service.

## Article 6. MFD Cart Collection Services

6.01 MFD Cart Collection Services. These services will be governed by the following terms and conditions:

6.01.1 Default Capacity. CONTRACTOR shall provide each MFD Cart Customer with such number of Solid Waste Carts as are requested, and up to one (1) 64 gallon, (or if requested by Customer, 96 gallon) Recyclables Cart for each Solid Waste Cart. Solely for the purpose of applying the provisions of Section 13.03.1, the default service level shall be a thirty five (35) gallon Solid Waste Cart and a sixty four (64) gallon Recycling Cart for each occupied Dwelling Unit.

6.01.2 Subscription Green Waste Collection Service. If requested by MFD Cart Customer, CONTRACTOR shall provide subscription Green Waste Collection Service in a manner agreed upon between the MFD Cart Customer and CONTRACTOR for the service rate as set forth in Exhibit 1 to this Agreement.

6.01.3 Conditions of Service. CONTRACTOR shall provide MFD Cart Collection Service to all MFD Cart Customers in the Service Area whose: 1) Solid Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06 regardless of whether or not the lid of the Cart is closed; 2) Recyclables are containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; 3) Green Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; and, 4) where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

6.01.4 Size and Frequency of Service. Each service shall be provided weekly on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Cart, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Cart on a regular basis.

6.02 Non-Collection. Except as set forth in Section 6.03 and 6.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables or Green Waste from a MFD Cart Customer that is not placed in a Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and

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shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

**6.03 Overages.** The first time that a MFD Cart Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that 1) the Customer must place Solid Waste, Recyclables or Green Waste in a Cart, unless he or she has requested On-Call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

**6.03.1** The second time, and each time thereafter, that a MFD Cart Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart, CONTRACTOR will Collect the Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

**6.04 Additional Recyclables Capacity.** In the event a Customer requests Recyclables capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1.

**6.05 Pickup of Under-utilized Additional Recyclables Carts.** If CONTRACTOR'S vehicle driver reports, and CONTRACTOR'S customer service representative enters into a MFD Cart Customer's account records that Customer does not set out an additional Recyclables Cart(s) more than once a month for three (3) consecutive months, then CONTRACTOR may leave a notice stating that CONTRACTOR will pick up the Customer's unused or under-utilized additional Recyclables Cart(s) unless Customer sets out that additional Cart(s) at least every other week.

**6.06 On-Call Collection Service.** This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the MFD Cart Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

**6.06.1 General Conditions of Service.** CONTRACTOR shall provide On-Call Collection Service to all MFD Cart Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

**6.06.2 Bulky Items.** Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the number of occupied Dwelling Units in the MFD receiving the service by three (3) cubic yards.

**6.06.3 Other Items.** Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the number of occupied Dwelling Units in the MFD receiving the service by one half (.5) cubic yards.

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1149                   6.06.4 Excess On-Call Collection Capacity. CONTRACTOR shall be  
1150 compensated for the cost of Collecting items in excess of these limitations in accordance with  
1151 the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be  
1152 adjusted under the terms of this Agreement.

1153                   6.06.5 Scheduling On-Call Collection Service. CONTRACTOR, when requested  
1154 by the Customer or property manager shall provide the MFD with On-Call Collection Service on  
1155 the Customers next regular Collection day or as agreed to between CONTRACTOR and  
1156 Customer.

1157                   6.06.6 Non-Collection. In the event of non-collection, CONTRACTOR shall affix  
1158 to the item a Non-Collection Notice explaining why Collection was not made and how the item  
1159 may be properly disposed of and shall maintain a copy of such notice during the term of this  
1160 Agreement. CONTRACTOR shall not be required to Collect the following items as part of On-  
1161 Call Collection Service:

1162                   6.06.6.1 Any single item that cannot be handled by two (2) people  
1163 using a dolly (except for the purposes of this Section a box springs and mattress will not be  
1164 considered as a single item);

1165                   6.06.6.2 Hazardous Waste, including anti-freeze;

1166                   6.06.6.3 Unacceptable Waste;

1167                   6.06.6.4 concrete;

1168                   6.06.6.5 dirt; or

1169                   6.06.6.6 more than two (2) tires per occupied Dwelling Unit per  
1170 Collection.

1171                   6.06.7 Bi-ennial Visit. CONTRACTOR shall visit each MFD Cart Customer at  
1172 least once every two (2) years during the term of this Agreement to perform a site waste  
1173 assessment. As part of the assessment, CONTRACTOR shall meet with the property manager  
1174 to review level of service and to discuss Diversion opportunities. The results of each visit shall  
1175 be documented and reported in the monthly report to COUNTY.

## 1176                   Article 7. MFD Bin Collection Services

1177                   7.01 MFD Bin Collection Services. These services will be governed by the following  
1178 terms and conditions:

1179                   7.01.1 Default Capacity. CONTRACTOR shall provide each MFD Bin Customer  
1180 with a minimum of one (1), 1 cubic yard Solid Waste Bin, and up to one half (1/2) of the MFD  
1181 Customer's subscribed Solid Waste capacity in Recyclables capacity.

1182                   7.01.2 Subscription Green Waste Collection Service. If requested by MFD Bin  
1183 Customer, CONTRACTOR shall provide subscription Green Waste Collection Service in a  
1184 manner agreed upon between the MFD Bin Customer and CONTRACTOR for the "Green  
1185 Waste per gallon" service rate as set forth in Exhibit 1 to this Agreement.

1186                   7.01.3 Conditions of Service. CONTRACTOR shall provide MFD Bin Collection  
1187 Service to all MFD Bin Customers in the Service Area whose: 1) Solid Waste is containerized in  
1188 Bins, except as set forth in Section 7.03 and 7.06, regardless of whether or not the lid of the  
1189 Container is closed; 2) Recyclables are containerized in Carts or Bins, except as set forth in  
1190 Section 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 3) Green  
1191 Waste is containerized in Carts or Bins, except as set forth in Section 7.03 and 7.06, regardless

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of whether or not the lid of the Container is closed; and, 4) where the Carts or Bins are accessible as set forth in Section 7.01.5.

**7.01.4 Size and Frequency of Service.** Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Bin or Cart on a regular basis.

**7.01.5 Accessibility.** CONTRACTOR shall Collect all Solid Waste, Recyclables and Green Waste Bins or Carts that are readily accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of MFD Bin Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. CONTRACTOR shall be compensated for such services at the rate set forth in Exhibit 1.

**7.02 Non-Collection.** Except as set forth in Section 7.03 and 7.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables and Green Waste from a MFD Bin Customer that is not placed in a Bin or Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

**7.03 Overages.** The first time that a MFD Bin Customer does not discard Solid Waste, Recyclables or Green Waste inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables or Green Waste in a Bin or Cart, unless he or she has requested On-Call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

**7.03.1** The second time, and each time thereafter, that a Customer does not discard Solid Waste, Recyclables or Green Waste inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

**7.04 Additional Recyclables Capacity.** In the event a Customer requests Recyclables capacity in excess of that provided by the default capacity, CONTRACTOR shall be compensated for the provision of those additional Carts or Bins in accordance with the Rate Schedule set forth in Exhibit 1.

**7.05 Pickup of Under-Utilized Additional Containers.** If CONTRACTOR'S vehicle driver reports, and CONTRACTOR'S Customer service representative enters into Customer's account records that Customer does not set out an additional Container(s) more than once a month for three (3) consecutive months, then CONTRACTOR may leave a notice stating that

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CONTRACTOR will pick up the Customer's unused or under-utilized additional Container(s) unless Customer sets out that additional Container(s) at least every other week.

**7.06 On-Call Collection Service.** This service shall be provided one (1) time per full or partial Calendar Year at no charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

**7.06.1 General Conditions of Service.** CONTRACTOR shall provide On-Call Collection Service to all MFD Bin Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

**7.06.2 Bulky Items.** Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the number of occupied Dwelling Units in the MFD receiving the service by three (3) cubic yards.

**7.06.3 Other Items.** Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the number of occupied Dwelling Units in the MFD receiving the service by one half (.5) cubic yards.

**7.06.4 Excess On-Call Collection Capacity.** CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

**7.06.5 Scheduling On-Call Collection Service.** CONTRACTOR, when requested by the MFD Bin Customer shall provide the MFD with On-Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

**7.06.6 Non-Collection.** In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly disposed of and shall maintain a copy of such notice during the term of this Agreement. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

**7.06.6.1** Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

**7.06.6.2** Hazardous Waste, including anti-freeze;

**7.06.6.3** Unacceptable Waste;

**7.06.6.4** concrete;

**7.06.6.5** dirt; or

**7.06.6.6** more than two (2) tires per occupied Dwelling Unit per Collection.

**7.06.7 Bi-ennial Visit.** CONTRACTOR shall visit each MFD Bin Customer at least once every two (2) years during the term of this Agreement to perform a site waste



assessment. As part of the assessment, CONTRACTOR shall meet with the MFD Bin Customer to review level of service and to discuss Diversion opportunities. The results of each visit shall be documented and reported in the monthly report to COUNTY.

## Article 8. Commercial Cart Collection Services

**8.01 Commercial Collection Services.** These services will be governed by the following terms and conditions:

**8.01.1 Default Capacity.** CONTRACTOR shall provide each Commercial Cart Customer with such number of Solid Waste Carts as are requested, and up to one (1) 64 gallon, (or if requested by Customer, 96 gallon) Recyclables Cart for each Solid Waste Cart.

**8.01.2 Subscription Green Waste Collection Service.** If requested by a Commercial Cart Customer, CONTRACTOR shall provide Subscription Green Waste Collection Service in a manner agreed upon between the Commercial Cart Customer and CONTRACTOR for the service rate as set forth in Exhibit 1 to this Agreement except that there shall be no charge for providing Subscription Green Waste Collection Services to those COUNTY Facilities listed on Exhibit 10 whose listed services include the Collection of Green Waste. However the provision of such service at no charge shall be limited to the Container size and frequency of Collection as set forth for each COUNTY Facility on Exhibit 10. Accordingly, CONTRACTOR shall have the right to invoice the subscribing County agency for Subscription Green Waste Services provided in excess of those limitations set forth on Exhibit 10.

**8.01.3 Conditions of Service.** CONTRACTOR shall provide Commercial Cart Collection Service to all Commercial Cart Customers in the Service Area whose: 1) Solid Waste is containerized in Carts, except as set forth in Section 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; 2) Recyclables are containerized in Carts, except as set forth in Section 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; 3) Green Waste is containerized in Carts, except as set forth in Section 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; and, 4) where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

**8.01.4 Size and Frequency of Service.** Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Cart on a regular basis. Regardless of the Container size and frequency selected, as identified on Exhibit 10, there shall be no charge for providing Commercial Cart Collection Service to COUNTY Facilities.

**8.02 Non-Collection.** Except as set forth in Section 8.03 and 8.05, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables or Green Waste from a Commercial Cart Customer that is not placed in a Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-

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collection and shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

8.03 Overages. The first time that a Commercial Cart Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables or Green Waste in a Cart; 2) describing how the Customer can arrange for additional capacity; and, 3) warning that if the Customer discards material outside Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

8.03.1 The second time, and each time thereafter that a Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart, CONTRACTOR will Collect the Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

8.04 Additional Recyclables Capacity. In the event a Customer requests Recyclables capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1 except that there shall be no charge for providing excess Recycling capacity to COUNTY Facilities.

8.05 On-Call Collection Service. CONTRACTOR may offer this service and shall be compensated in accordance with the surcharge listed on the Rate Schedule set forth in Exhibit 1.

8.06 Triennial Visit. CONTRACTOR shall visit each Commercial Cart Customer at least once every three (3) years during the term of this Agreement. CONTRACTOR shall meet with the Commercial Cart Customer or business owner to review level of service, discuss Diversion opportunities, and offer to perform a site waste assessment. The results of each visit shall be documented and reported in the monthly report to COUNTY.

## Article 9. Commercial Bin Collection Services

9.01 Commercial Bin Collection Services. These services will be governed by the following terms and conditions:

9.01.1 Default Capacity. CONTRACTOR shall provide each Commercial Bin Customer with a minimum of one (1), 1 cubic yard Solid Waste Bin, and up to one half (½) of the Customer's subscribed Solid Waste capacity in Recyclables capacity.

9.01.2 Subscription Green Waste Collection Service. If requested by Commercial Bin Customer, CONTRACTOR shall provide Subscription Green Waste Collection Service in a manner agreed upon between the Commercial Bin Customer and CONTRACTOR for the service rate as set forth in Exhibit 1 to this Agreement except that there shall be no charge for providing Subscription Green Waste Collection Services to those COUNTY Facilities listed on Exhibit 10 whose listed services include the Collection of Green Waste. However the provision of such service at no charge shall be limited to the Container size and frequency of Collection as set forth for each COUNTY Facility on Exhibit 10. Accordingly, CONTRACTOR shall have the right to invoice the subscribing County agency for Subscription Green Waste Services provided in excess of those limitations set forth on Exhibit 10.

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1365                    9.01.3 Conditions of Service. CONTRACTOR shall provide Commercial Bin  
1366 Collection Service to all Commercial Bin Customers in the Service Area whose: 1) Solid Waste  
1367 is containerized, except as set forth in Section 9.03 and 9.05, regardless of whether or not the  
1368 lid of the Container is closed; 2) Recyclables are containerized in Carts or Bins, except as set  
1369 forth in Section 9.03, regardless of whether or not the lid of the Container is closed; 3) Green  
1370 Waste is containerized, except as set forth in Section 9.03 and 9.05, regardless of whether or  
1371 not the lid of the Container is closed; and, 4) where the Carts or Bins are accessible as set forth  
1372 in Section 9.01.5.

1373                    9.01.4 Size and Frequency of Service. Each service shall be provided at least  
1374 once every week on a scheduled route basis. However, in those instances where the  
1375 scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day  
1376 may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as  
1377 service is received a minimum of one (1) time per week. The size of the Bin or Cart, (above the  
1378 minimum) and the frequency of Collection, (above the minimum) shall be determined between  
1379 the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide  
1380 that no Solid Waste, Recyclables, or Green Waste need be placed outside the Bin or Cart on a  
1381 regular basis. Regardless of the Container size and frequency as identified on Exhibit 10, there  
1382 shall be no charge for providing Commercial Bin Collection Service to COUNTY Facilities.

1383                    9.01.5 Accessibility. CONTRACTOR shall Collect all Solid Waste Bins and  
1384 Recyclables and Green Waste Bins or Carts that are readily accessible to CONTRACTOR'S  
1385 crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as  
1386 necessary during the provision of Commercial Bin Collection Services. Push services shall  
1387 include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts  
1388 from their storage location for Collection and returning the Bins or Carts to their storage location.

1389                    9.02 Non-Collection. Except as set forth in Section 9.03 and 9.05, CONTRACTOR  
1390 shall not be required to Collect any Solid Waste or Recyclables from a Commercial Bin  
1391 Customer that is not placed in a Bin or Cart as appropriate. In the event of non-collection,  
1392 CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and  
1393 shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made.  
1394 CONTRACTOR shall maintain a copy of such notices during the term of this Agreement

1395                    9.03 Overages. The first time that a Commercial Bin Customer does not discard Solid  
1396 Waste, Recyclables or Green Waste inside a Bin or Cart, CONTRACTOR will Collect that  
1397 material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the  
1398 Customer must place Solid Waste, Recyclables or Green Waste in a Bin or Cart; 2) describing  
1399 how the Customer can arrange for additional capacity; and 3) warning that if the Customer  
1400 discards material outside Bins or Carts again, CONTRACTOR will Collect the material and  
1401 charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

1402                    9.03.1 The second time, and each time thereafter that a Customer does not  
1403 discard Solid Waste, Recyclables or Green Waste inside a Bin or Cart, CONTRACTOR will  
1404 Collect the Bin or Cart and the un-containerized material and will charge the un-containerized  
1405 surcharge listed on the Rate Schedule set forth in Exhibit 1.

1406                    9.04 Additional Recyclables Capacity. Upon request of a Commercial Bin Customer,  
1407 CONTRACTOR shall provide additional Recyclables capacity by providing Carts or Bins as  
1408 requested by the Customer. CONTRACTOR shall be compensated for the provision of those

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1409 additional Carts or Bins in accordance with the Rate Schedule set forth in Exhibit 1 except that  
1410 there shall be no charge for providing additional Recyclables capacity to COUNTY Facilities.

1411 9.05 On-Call Collection Service. CONTRACTOR may offer this service and shall be  
1412 compensated in accordance with the surcharge listed on the Rate Schedule set forth in Exhibit  
1413 1.

1414 9.06 Triennial Visit. CONTRACTOR shall visit each Commercial Bin Customer at  
1415 least once every three (3) years during the term of this Agreement. CONTRACTOR shall meet  
1416 with the property manager or business owner to review level of service, discuss Diversion  
1417 opportunities, and offer to perform a site waste assessment. The results of each visit shall be  
1418 documented and reported in the monthly report to COUNTY.

## 1419 Article 10. Roll-Off Collection Services

1420 10.01 General. CONTRACTOR shall perform Roll-Off Collection Services as described  
1421 in this Agreement as set forth below.

1422 10.02 Roll-Off Collection Services. The Roll-Off Collection Services to be performed by  
1423 CONTRACTOR shall include the following:

1424 10.02.1 Upon a Customer's request, CONTRACTOR shall deliver or pick-  
1425 up On-Call Bin(s) and Roll-Off Container(s) in the capacity and number agreed upon between  
1426 CONTRACTOR and Customer within two (2) Work Days of any Person's request.  
1427 CONTRACTOR will Collect all Solid Waste, Recyclables, Green Waste and Construction and  
1428 Demolition Debris discarded in said On-Call Bin(s) or Roll-off Container(s) at the frequency  
1429 requested by Customer. CONTRACTOR shall be compensated for such services at the rates  
1430 set forth in Exhibit 1;

1431 10.02.2 Customers may keep On-Call Bins and Roll-off Containers for five  
1432 (5) Work Days, not counting the delivery and removal days. After five (5) Work Days, not  
1433 counting the delivery and removal days, CONTRACTOR may charge the Customer a  
1434 demurrage surcharge as set forth in Exhibit 1;

1435 10.02.3 Provision, maintenance, and replacement of all Containers and  
1436 receptacles required for the provision of all On-Call Bin and Roll-Off Collection Services; and

1437 10.02.4 Transfer of Construction and Demolition Debris to the appropriate  
1438 Construction and Demolition Debris Processing Facility designated under this Agreement for  
1439 separation and processing.

### 1440 10.03 Processing of Construction and Demolition Debris.

1441 10.03.1 All Construction and Demolition Debris Collected shall be visually  
1442 inspected by CONTRACTOR to estimate if the load contains seventy (70) percent or more of  
1443 divertible Construction and Demolition Debris. If so, the Construction and Demolition Debris  
1444 shall be delivered to a Construction and Demolition Debris Processing Facility for the purpose of  
1445 maximizing the rate of Diversion from the landfill. This processing must, on a Calendar Year  
1446 basis beginning January 1, 2011 during the term of this Agreement, Divert a minimum of ninety  
1447 (90) percent of all asphalt and concrete and a minimum of fifty (50) percent of all other  
1448 Construction and Demolition Debris Collected under the terms of this Agreement by weight from  
1449 being landfilled.

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1450           10.04 Rates. The rates for On-Call Bins and Roll-Off Containers shall be as specified  
1451 in the rate schedule set forth in Exhibit 1.

1452           10.05 Records. CONTRACTOR will conduct proper record keeping to be sure that the  
1453 Construction and Demolition Debris materials are Diverted to the extent possible and the  
1454 amount disposed and amount Diverted are properly recorded and reported.

## 1455                                   Article 11. Other Services

1456           11.01 Christmas Tree Collection. Except as set forth in Section 11.01.1,  
1457 CONTRACTOR shall Collect Christmas trees from SFD Customers, MFD Customers and  
1458 Commercial Customers within the Service Area during the period beginning January 1<sup>st</sup> and  
1459 ending January 31<sup>st</sup> of each Calendar Year during the term of this Agreement at no additional  
1460 charge to the Customer or to COUNTY. Christmas trees, which are stripped of ornaments,  
1461 garlands, tinsel, flocking and stands shall be Collected at the curb or designated set out site.

1462           11.01.1       Contaminated Christmas Trees. Christmas trees that are flocked,  
1463 contain tinsel or other decorations, or are attached to a tree stand are not required to be  
1464 Collected. In the event of non-collection CONTRACTOR shall affix to the Christmas tree a Non-  
1465 Collection Notice explaining why Collection was not made and how the tree may be properly  
1466 disposed of and shall maintain a copy of such notice during the term of this Agreement.

1467           11.02 Diversion. CONTRACTOR shall Divert all Christmas trees that it Collects.

1468           11.03 On-Call Collection Services for Employee Housing Sites. This service shall be  
1469 provided up to two (2) times per full or partial Calendar Year at no additional charge to the  
1470 Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more  
1471 than two (2) times in any full or partial Calendar Year in accordance with the "additional on-call  
1472 service rate" as set forth in Exhibit 1. This service will be governed by the following terms and  
1473 conditions:

1474           11.03.1       General Conditions of Service. CONTRACTOR shall provide On-  
1475 Call Collection Service to all Employee Housing sites, as defined in Section 1.44 of this  
1476 Agreement, in the Service Area whose material has been placed within three (3) feet of the  
1477 curb, swale, paved surface of the public roadway, closest accessible roadway, or other such  
1478 location agreed to by CONTRACTOR and Customer, that will provide safe and efficient  
1479 accessibility to CONTRACTOR'S Collection crew and vehicle.

1480           11.03.2       Bulky Items. Bulky Items shall be placed loose at the set-out  
1481 location and shall be limited to the Collection of a maximum number of cubic yards calculated by  
1482 multiplying the actual number of employees permitted to be housed at the Employee Housing  
1483 site by one (1) cubic yard per Collection event, per site. The actual number of employees  
1484 permitted to be housed at the Employee Housing site shall be as provided in Exhibit 8 to this  
1485 Agreement, or in the event the Employee Housing Site is not listed on Exhibit 8 as provided by  
1486 COUNTY or Customer.

1487           11.03.3       Other Items. Universal Waste (except fluorescent tubes), E-  
1488 Waste, and CED's shall be placed in bags, boxes or Containers and shall be limited to the  
1489 Collection of a maximum number of gallons calculated by multiplying the actual number of  
1490 employees permitted to be housed at the Employee Housing site by thirty-five (35) gallons per  
1491 Collection event, per site. The actual number of employees permitted to be housed at the  
1492 Employee Housing site shall be as provided in Exhibit 8 to this Agreement, or in the event the  
1493 Employee Housing Site is not listed on Exhibit 8 as provided by COUNTY or Customer.

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1494 11.03.4 Excess On-Call Collection Capacity. CONTRACTOR shall be  
1495 compensated for the cost of Collecting items in excess of these limitations in accordance with  
1496 the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be  
1497 adjusted under the terms of this Agreement.

1498 11.03.5 Non-Collection. In the event of non-collection CONTRACTOR  
1499 shall affix to the item a Non-Collection Notice explaining why Collection was not made and how  
1500 the item may be properly disposed of and shall maintain a copy of such notice during the term of  
1501 this Agreement. CONTRACTOR shall not be required to Collect the following items as part of  
1502 providing On-Call Collection Service to Employee Housing Customers:

1503 11.03.5.1 Any single item that cannot be handled by two (2) people  
1504 using a dolly (except for the purposes of this Section a box springs and mattress will not be  
1505 considered as a single item);

1506 11.03.5.2 Hazardous Waste, including anti-freeze;

1507 11.03.5.3 Unacceptable Waste;

1508 11.03.5.4 concrete;

1509 11.03.5.5 dirt; or

1510 11.03.5.6 more than two (2) tires per actual employee permitted to be  
1511 housed at the site per Collection event.

1512 11.03.6 Notice to Customers and Workers. If On-Call Collection Service is  
1513 requested at least thirty (30) days prior to the Collection Day, CONTRACTOR will provide  
1514 Employee Housing Customers with the following written information in English and Spanish:

1515 11.03.6.1 (1) The specific date and approximate time, (2) educational  
1516 materials encouraging Customers' workers to set out Recyclables, (3) a list of sample  
1517 Recyclables (such as books and clothing), Bulky Items, E-Waste, CED's and Universal Waste,  
1518 and (4) description of the manner of setting out these materials (such as in open boxes) where  
1519 CONTRACTOR'S personnel can readily see and separate Recyclables, Bulky Items, E-Waste,  
1520 CED's and Universal Waste from other Solid Waste.

1521 11.03.6.2 Such written material shall be provided to Customer in  
1522 reasonable quantities as requested by Customer. CONTRACTOR shall not be responsible for  
1523 the placement of the written materials at the Employee Housing site.

1524 11.03.7 Participation in Central Coast Recycling Media Coalition  
1525 (CCRMC). CONTRACTOR will regularly participate in activities of the CCRMC, including the  
1526 following: attending meetings, helping develop media campaigns, contributing to subcommittee  
1527 activities, and making an annual financial contribution of at least Six Thousand Dollars (\$6,000)  
1528 adjusted by the CPI (as defined in Exhibit 2) at the same time as the service rates under Article  
1529 13.

1530 11.04 COUNTY Clean-Up Services.

1531 11.04.1 Each full or partial Calendar Year during the term of this  
1532 Agreement CONTRACTOR shall, at no charge to COUNTY, provide for a maximum four  
1533 hundred eighty (480) cubic yards of COUNTY Clean-up Service capacity.

1534 11.04.2 CONTRACTOR shall, in response to the written request of the  
1535 Contract Administrator, deliver and collect Roll-Off Containers for use in COUNTY clean-up  
1536 programs. Each clean-up event shall consist of a single Collection day beginning at 6:00 a.m.



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and ending at 6:00 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) Work Days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. As part of this service, CONTRACTOR shall provide supervision of the Roll-Off Containers for COUNTY Clean-Up Services. At such time as the Roll-Off Container is full, but not later than the end of the COUNTY Clean-Up Service day, CONTRACTOR shall transport and deliver the Collected materials to such facilities as are appropriate for the disposition of the Collected materials.

11.04.3 With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a COUNTY Clean-up Service event in a vehicle or Container other than a Roll-Off Container. However, in the event CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted and Disposed in a manner that is acceptable to COUNTY.

11.05 Large Venue Collection Service. CONTRACTOR shall provide for the Collection, transportation and processing or Disposal of Solid Waste and Recyclables at large venue type events each full or partial Calendar Year as requested by Customer. CONTRACTOR shall provide each large venue event Customer with such number of Solid Waste Bins or Roll-off Containers as requested and the equivalent volume of Recyclables Containers. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of Solid Waste Containers at the service rates as set forth in Exhibit 1 to this Agreement. For those events included in Exhibit 11, CONTRACTOR shall not be compensated.

11.05.1 Prior to providing these services at an event, CONTRACTOR will meet with the event promoter to determine the best way to maximize diversion at the event. At Customer's request, CONTRACTOR shall provide effective means to differentiate Solid Waste from Recyclables Containers including signs, magnets, banners or other methods. At a minimum, CONTRACTOR will maintain at least one (1) employee on site the last three (3) hours of each day of each event to monitor the Recyclables Roll-Off Containers or Bins used to consolidate Recyclables Collected during the event in individual Recyclables receptacles. The employee will be responsible for determining that only materials from Recyclables receptacles are emptied into the Recyclables Roll-Off Containers or Bins provided by CONTRACTOR. In the event CONTRACTOR or the promoter determines that material in the Recyclables receptacles is contaminated to the extent that it should not be emptied into the Recyclables Roll-Off Containers or Bins provided by CONTRACTOR, the contaminated Recyclables shall be treated as Solid Waste. CONTRACTOR shall use its best judgment to determine when the Bins are to be emptied, except that Bins shall be emptied prior to overflowing or when in the opinion of the Contract Administrator they are creating a public nuisance.

11.05.2 Additional Recyclables Capacity. Upon request of a large venue Customer, CONTRACTOR shall provide additional Recyclables capacity as requested. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of those additional Bins or Roll-off Containers in accordance with the Rate Schedule set forth in Exhibit 1. For those events included in Exhibit 11, CONTRACTOR shall not be compensated for the provision of additional Recyclables capacity.

11.06 Modifications to Exhibit 11. Exhibit 11 may be modified as set forth in Section 22.16.

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1582           11.07 Abandoned Waste. CONTRACTOR shall direct its Collection vehicle drivers to  
1583 note (i) the addresses of any public property at which the driver observes that Solid Waste,  
1584 Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's and/or Construction  
1585 and Demolition Debris are accumulating; and (ii) the address, or other location description  
1586 (including county roadways), at which the materials have been dumped in an apparently  
1587 unauthorized manner.

1588           11.07.1       CONTRACTOR'S drivers will report any abandoned waste that  
1589 they observe while on route, or in transit to and from their route. Reporting will be accomplished  
1590 through either direct communication to dispatch, and through a written log, which will be turned  
1591 in to dispatch as well as the compliance team. The reported data will include the location,  
1592 approximate size, and if possible general description of the material abandoned. This  
1593 information will be summarized and provided to the Contract Administrator or other designated  
1594 COUNTY staff daily, by e-mail.

1595           11.07.2       Each week, using information provided by both CONTRACTOR'S  
1596 drivers, and COUNTY crews in the field, COUNTY staff will identify and mark up to four (4)  
1597 abandoned waste sites to be collected by CONTRACTOR with a "CMC" in fluorescent colored  
1598 spray paint. Selected abandoned waste sites shall be within ten (10) feet of the curb or swale of  
1599 the roadway on public property with reasonable truck access, and will be limited to those that  
1600 meet the basic parameters of the agreed upon SFD On-Call Waste and Recycling Collection  
1601 Program, including any safety guidelines. No later than 3:00 pm one (1) day prior to the required  
1602 day of Collection, the Contract Administrator or his designee shall provide CONTRACTOR with  
1603 a list of the four (4) locations selected, by e-mail to designated CONTRACTOR staff.

1604           11.07.3       After receiving the information on the four (4) abandoned waste  
1605 locations selected by the COUNTY, the abandoned waste locations will be assigned to  
1606 CONTRACTOR On-Call collection drivers to Collect on a weekly basis. On-Call Collection  
1607 drivers will Collect all abandoned waste sites selected by COUNTY on the designated day of  
1608 Collection. On-Call collection drivers shall document that the selected sites have either been  
1609 fully Collected, or not fully Collected as a result of Unacceptable Waste. On-Call Collection  
1610 drivers shall take photos of all abandoned waste collection sites after Collection and will identify  
1611 the location of any abandoned waste sites not fully Collected. By 10:00 am on the day after  
1612 scheduled Collection, this information will be e-mailed to the Contract Administrator or other  
1613 designated COUNTY staff for follow up and resolution.

1614           11.08 Emergency Services. In the event of a "Declared Emergency," the Contract  
1615 Administrator may grant CONTRACTOR a variance from regular routes and schedules. As soon  
1616 as practicable after such event, CONTRACTOR shall advise the Contract Administrator when it  
1617 is anticipated that normal routes and schedules can be resumed. The Contract Administrator  
1618 shall make an effort through the local news media to inform the public when regular services  
1619 may be resumed.

1620           11.08.1       Emergency Service Compensation. CONTRACTOR shall provide  
1621 emergency services (i.e., special collections, transport, processing and disposal) at COUNTY'S  
1622 request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall  
1623 be capable of providing emergency services within twenty-four (24) hours of notification by  
1624 COUNTY or as soon thereafter as is reasonably practical in light of the circumstances.  
1625 Emergency services which exceed the scope of work under this Agreement and which are not  
1626 compensated as special services in accordance with Exhibit 1, or through reimbursement by the

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Federal Emergency Management Agency (FEMA) shall be compensated through extraordinary rate review procedures as set forth in this Agreement.

**11.08.2 Emergency Service Backup Plan.** Except for the occurrence of strikes, lockouts and other labor disturbances which are governed by the provision of Article 32 of this Agreement, CONTRACTOR shall implement the emergency service backup plan provided by CONTRACTOR and approved by COUNTY as set forth Exhibit 9 to this Agreement, if for any reason CONTRACTOR fails, or is unable for a period of forty-eight (48) hours to Collect and/or at any time to transport Solid Waste or any portion thereof to an appropriate facility and the County Director of Health determines there is danger to the public health, safety, or welfare.

**11.08.3 Reporting.** CONTRACTOR will cooperate with COUNTY, the State of California and federal agencies in filing information related to a regional, state or federal declared state of emergency or disaster as to which CONTRACTOR has provided Collection Services under this Section.

**11.09 Recycling Coordinator.** CONTRACTOR shall provide one (1) full-time equivalent (FTE) recycling coordinator whose time shall be dedicated full time to COUNTY during the term of the Agreement and whose function during normal business hours of each Work Day shall be to provide services related to meeting the diversion requirements of the Collection Service Agreement.

**11.10 County Source Reduction and Recycling Element (SRRE) Strategic Plan.** Beginning on January 31, 2011 and annually thereafter during the term of this Agreement CONTRACTOR will provide COUNTY with a strategic plan with specific programs goals and objectives to increase diversion rates consistent with the SRRE. The plan should be based on the results of the prior years activities and include a discussion of those year programs, including strengths and weaknesses.

**11.11 News Media Relations.** CONTRACTOR shall notify the Contract Administrator by Fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.

**11.11.1** Copies of draft news releases or proposed trade journal articles related to the provision of Collection Services under this Agreement shall be submitted to COUNTY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to COUNTY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

**11.11.2** Copies of articles resulting from media interviews or news releases shall be provided to COUNTY within five (5) Work Days after publication.

**11.12 Waste Generation and Characterization Studies.** CONTRACTOR agrees to participate and cooperate with COUNTY and its agents in all Solid Waste generation and characterization studies conducted no more frequently than once each Agreement Year, at no cost to COUNTY, including modification of routes, separate Collection of an individual

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1670 Customer's Solid Waste, and delivering targeted loads of Solid Waste to a location or locations  
1671 designated by COUNTY.

1672       11.13 Waste Assessments. Within Twenty-four (24) months of commencement of  
1673 service in the Service Area, CONTRACTOR will conduct a waste generation and  
1674 characterization assessment of each MFD and Commercial Customer to identify Customer's  
1675 potential to Recycle and Divert the Customer's Solid Waste. The assessments shall be  
1676 performed in accordance with the protocol developed by CONTRACTOR and approved by  
1677 COUNTY which protocol shall be developed and provided to COUNTY as part of the transition  
1678 plan set forth in Exhibit 4 of this Agreement.

1679       11.14 Customer Satisfaction Survey. Biannually, at COUNTY'S request and at  
1680 CONTRACTOR'S expense, CONTRACTOR will mail to Customers together with Customers'  
1681 bills a survey returnable to COUNTY. CONTRACTOR may review and comment upon the form  
1682 and content of the survey. CONTRACTOR will cooperate with COUNTY and its surveyor in the  
1683 conduct of the survey, including distributing surveys with bills to Customers. CONTRACTOR  
1684 may obtain a copy of the results of the survey.

1685       11.15 Special Services. COUNTY and CONTRACTOR understand and agree that  
1686 rates must be approved by the Board pursuant to County Code. In addition to the services  
1687 described in this Agreement, CONTRACTOR shall provide to Customers in the Service Area  
1688 such Special Services as may be agreed upon between CONTRACTOR and Board pursuant to  
1689 Title 10 of the County Code. The additional charge to the Customer for provision of such  
1690 Special Services shall be determined between CONTRACTOR and the Customer and  
1691 presented to Contract Administrator and shall be subject to approval by Board prior to provision  
1692 of such Special Services. Rates for Special Services shall be established in conformity with the  
1693 rates set out in Exhibit 1, or such parameters as presented by CONTRACTOR to Contract  
1694 Administrator and subject to approval by Board. Upon request to the Contract Administrator by  
1695 the CONTRACTOR and/or Customer charges for Special Services shall be subject to review  
1696 and adjustment, subject to approval by COUNTY Board pursuant to Title 10 of the County  
1697 Code. If CONTRACTOR is unwilling to provide Special Services or COUNTY and  
1698 CONTRACTOR are unable to agree on a price for Special Services, Customer may seek  
1699 Special Services from another vendor.

1700       11.16 Service Materials Belong to COUNTY. COUNTY may use without restriction the  
1701 work product (whether computerized, written, printed or photographic) that CONTRACTOR  
1702 develops in connection with the provision of Collection Services, including reports and public  
1703 education/community relations materials.

1704       11.17 Recycled Materials.

1705               11.17.1 Supplies. CONTRACTOR will use reasonable business effort to  
1706 purchase office supplies and all paper products with post-consumer recycled content.

1707               11.17.2 Paper. CONTRACTOR will use paper having not less than 30%  
1708 recycled paper content and 10% post-consumer recycled paper content for all correspondence  
1709 with Customers (including Customer subscriptions billing, newsletters and notices) and  
1710 COUNTY.

1711               11.17.3 Recycled Content Policies. CONTRACTOR will use reasonable  
1712 business efforts to comply with any recycled content procurement policy that COUNTY may  
1713 adopt.

## Article 12. Billing and Performance Reviews

12.01 Annual Performance and Billing Review. At COUNTY'S sole discretion, within thirty (30) days after written notification to CONTRACTOR, COUNTY may conduct an annual performance and billing review. The review will be performed by COUNTY or a qualified firm under contract with COUNTY. COUNTY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from CONTRACTOR.

12.02 Purpose. The review shall be designed to meet the following objectives:

12.02.1 Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.

12.02.2 Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to COUNTY.

12.02.3 Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Collection Service Agreement.

12.02.4 Verify the diversion percentages reported by CONTRACTOR.

12.03 Funding of the Performance and Billing Reviews. During the initial term of this Agreement as set forth in Section 2.01, CONTRACTOR shall be responsible for the cost of one (1) review up to a maximum of **Seventy Thousand Dollars (\$70,000.00)** adjusted by the CPI (as defined in Exhibit 2) at the same time as the Collection Service rates under Article 13. However, in the event that this Agreement is extended as provided in Section 2.02 or 2.03 CONTRACTOR shall be responsible for the cost of a second review up to a maximum of **Seventy Thousand Dollars (\$70,000.00)** adjusted by the CPI (as defined in Exhibit 2) at the same time as the Service Fee under Article 13. Nothing in this section shall prohibit COUNTY from conducting additional performance and billing reviews at COUNTY'S own expense.

12.04 CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested data, including operational data, financial data and other data requested by COUNTY within thirty (30) Work Days of receipt of the request. Failure of CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.

## Article 13. Billing and Payment

13.01 Generally. CONTRACTOR shall: (i) bill Customers for Collection Services; (ii) collect payment for those services; (iii) maintain billing and payment records; (iv) provide for the collection of delinquent payments and bad debts; and (v) remit franchise and diversion program and contract administration fees to COUNTY monthly in accordance with this Article.

13.02 Invoices. SFD Collection Services and MFD Cart Collection Services shall be invoiced quarterly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. MFD Bin Collection Services and Commercial Collection Services shall be billed monthly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Roll-Off Collection Services shall be billed in arrears of the provision of service although a deposit may be required in advance. Invoices shall be in format approved by COUNTY and shall not separately identify, list or itemize the Contractor service fee component, franchise fee component, the diversion programs and

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administration fee, or such other components as may be added by COUNTY during the term of this Agreement.

13.03 Delinquent Service Accounts. CONTRACTOR may consider a Customer account to be delinquent sixty (60) days from the date of an invoice for SFD Collection Services or MFD Cart Collection Services, and thirty (30) days from the date of an invoice for MFD Bin Collection Services, Commercial Collection Services or Roll-Off Collection Services. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 dollars, or 1.5% per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts.

13.03.1 In its monthly reports, CONTRACTOR will provide Contract Administrator with a list of those Customers whose accounts have become delinquent in the current month and a status update on those Customers whose accounts were listed as delinquent in the prior months report. In no event, shall CONTRACTOR cease provision of Solid Waste or Recyclables Collection Services to any SFD Customer due to non-payment. However, CONTRACTOR may reduce SFD Customers whose accounts have become delinquent to the default service level. CONTRACTOR may request authorization from COUNTY to reduce or stop service for MFD or Commercial Customers whose accounts have become delinquent.

13.04 Minimum Account Collection Procedures. If there is no payment of the bill after sixty (60) days or more from the original invoice date, CONTRACTOR shall undertake collection of the bill (including penalties and expenses of collection) for a period of one (1) year from the invoice date. CONTRACTOR shall make reasonable efforts to obtain payment through issuance of late payment notices, telephone request for payment, establishment of payment plans, and assistance from collection agencies (who shall make at least two (2) attempts at collection). CONTRACTOR shall ensure that a copy of all correspondence and notifications related to the collection of delinquent accounts or the reduction or cancellation of Collection Services is maintained and available for review by the Contract Administrator during the term of this Agreement. This requirement includes correspondence or notifications generated by CONTRACTOR or CONTRACTOR'S agents including collection agencies assisting CONTRACTOR in the collection of delinquent accounts.

13.05 Court Collection Actions. If CONTRACTOR'S or CONTRACTOR'S agent's collection efforts, as set forth above in Section 13.04 fail, CONTRACTOR shall pursue court collection actions through the State of California, Superior Court of the County of Monterey, or the Small Claims Court, as applicable, within the timeframe for the applicable statute of limitations pursuant to State law and pursuant to any local Rules of Court as applicable. CONTRACTOR understands and agrees that court collection actions are the sole responsibility of CONTRACTOR. CONTRACTOR further understands and agrees that it is the sole responsibility of CONTRACTOR to timely initiate court collection actions within the applicable statute of limitations. Upon completion of any court collections actions, entry of judgment in favor of CONTRACTOR, and preparation, processing and recordation of an Abstract of Judgment in favor of CONTRACTOR, CONTRACTOR shall forward a copy of the recorded Abstract of Judgment to the Contract Administrator. The parties understand and agree that there is no contractual relationship between COUNTY and CONTRACTOR'S Customers. The parties further understand and agree that the County Code does not provide for any process which would authorize COUNTY to place CONTRACTOR'S Customers delinquent accounts on the County Tax Roll. Therefore, CONTRACTOR'S sole remedy to pursue collection of



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delinquent accounts is through CONTRACTOR'S or CONTRACTOR'S agent's collection efforts and/or through court collections actions initiated by CONTRACTOR or by CONTRACTOR'S collection agent.

13.06 COUNTY information on invoices. At COUNTY direction, at least four (4) times each Agreement Year, CONTRACTOR will print textual information provided by COUNTY on Customer invoices.

13.07 COUNTY inserts. At COUNTY direction, up to four (4) times each Agreement Year, CONTRACTOR will enclose inserts provided by COUNTY with invoices that CONTRACTOR mails to Customers.

13.08 Partial Month Service. If, during a month, a Customer is added to or deleted from CONTRACTOR'S Service Area, CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1 divided by four (4), times the number of actual weeks in the month that service was provided to the Customer.

13.09 Low Income Discount. To qualify for the low income discount, SFD Customers must submit their power, water or telephone bills indicating that their Residential Dwelling qualifies for discounted rates from the power, water or telephone provider on the basis of financial need, such as commonly referred to "Life-line" services. CONTRACTOR may require SFD Customers to re-qualify each twelve (12) months. CONTRACTOR will report to the Contract Administrator the names, addresses and service information of those customers that qualify for low income discount. CONTRACTOR shall invoice Customers qualifying for the low income discount at an amount equal to eighty-five (85) percent of the standard Collection Service rate as set forth in Exhibit 1.

13.10 Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service and/or automatic withdrawal from bank account. CONTRACTOR shall accept Customer payments at CONTRACTOR'S payment site.

13.11 Service Rate Components. Collection Service rates, fees and surcharges shall consist of some combination of the following elements: a Contractor service fee component, a franchise fee component, a diversion programs and contract administration fee component, and such other components as may be added by COUNTY during the term of this Agreement.

13.12 Full Compensation. The Contractor service fee component of the Collection service rates, fees and surcharges charged and collected by CONTRACTOR as provided for in this Article and as set forth in Exhibit 1 shall be the full, entire, and complete compensation due to CONTRACTOR pursuant to this Agreement for all costs necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

13.13 Adjustments to Service Rates, Surcharges and Fees. Beginning on July 1, 2011 and annually thereafter, subject to CONTRACTOR'S compliance with all provisions of this Article, each Collection Service rate, fee or surcharge as set forth in Exhibit 1 to this Agreement shall be adjusted by the Refuse Rate Index as set forth in Section 13.13.1 below.

13.13.1 Refuse Rate Index (RRI) Adjustment. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base fiscal year, which shall be the prior preceding Calendar Year ending December 31<sup>st</sup> and the preceding Calendar Year ending December 31<sup>st</sup> and the percentage

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change in the prior year and current year Disposal tip fee charged to CONTRACTOR at the SVSWA Disposal Facility and/or the MRWMD Disposal Facility as appropriate. Therefore, the first rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the Calendar Year 2009 and the Annual Average of the RRI indices for the Calendar Year 2010. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

13.13.2 Annual Rate Adjustment.

13.13.2.1 On July 1, 2011, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the RRI percentage adjustment.

13.13.2.2 However, in any year that the calculation of the RRI results in a negative number, there shall be no adjustment of those service rates, fees and surcharges.

13.13.2.3 In the subsequent year the negative RRI number from the prior year shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI percentage for that subsequent year, ("adjusted RRI percentage").

13.13.2.4 The subsequent year rate adjustment shall consist of multiplying the appropriate service rate, fee or surcharge by the adjusted RRI percentage.

13.13.2.5 Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

13.14 Financial Information. On or before February 15, 2011, and annually thereafter during the term of this Agreement, CONTRACTOR shall deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding full or partial Calendar Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by COUNTY from time to time. If CONTRACTOR fails to submit the financial information in the required format by February 15<sup>th</sup>, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year.

13.14.1 If CONTRACTOR'S failure to submit the financial information required under Section 13.14 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, COUNTY, at its sole discretion, may consider the request for the annual rate adjustment.

13.14.2 As of June 1, 2011 and annually thereafter during the term of this Agreement, the Contract Administrator shall notify CONTRACTOR of the adjustment to the affected service rates to take place on the subsequent July 1<sup>st</sup>.

13.15 Retroactive Adjustments. In the event of a change in a governmental, quasi-governmental, franchise, regulatory fee, or tipping fee which becomes effective at some time other than July 1<sup>st</sup> of any year, CONTRACTOR shall be compensated for such increase through the inclusion of a "retro element" in the next rate adjustment. COUNTY and CONTRACTOR agree that the "retro element" shall be an amount needed to compensate CONTRACTOR for increases in fees paid during the period from the inception of the fee increase through the subsequent June 30<sup>th</sup> and shall not include interest, overhead, or any other costs of any type. The "retro element" shall only be included in the rate structure for twelve (12) months or that period necessary to allow CONTRACTOR to recover all retroactive amounts, if less than twelve

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(12) months, and shall be removed prior to calculating the rates to be set as of the subsequent July 1<sup>st</sup>.

**13.16 Adjustments to Franchise Fee Component.** The franchise fee component shall be adjusted as needed so that it always equals:

13.16.1 the Contractor service fee component

13.16.2 divided by

13.16.3 1 minus the authorized franchise fee percentage

13.16.4 multiplied by

13.16.5 the authorized franchise fee percentage.

**13.17 CONTRACTOR'S Payments to COUNTY.** CONTRACTOR shall make payment to COUNTY of the diversion programs and administration fee, and the franchise fee, as set forth below, and such other fees as may be specified in this Section or as provided for in Section 13.18 below, and any other outstanding fees or obligations, together with a late fee equal to one and one half (1.5) percent per month (not compounded) of the amount of any payment obligations that are delinquent.

**13.17.1 Franchise Fee.** The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Except as set forth below, gross revenue shall specifically include revenue received by CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by CONTRACTOR. Payment to COUNTY of the franchise fee shall be due on the twentieth (20<sup>th</sup>) day of the month following the month the franchise fees are collected. Each such franchise fee payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected, during the preceding month. Such accounting shall be in a form and manner that is acceptable to COUNTY. The franchise fee percentage shall be ten (10) percent during the term of this Agreement unless adjusted by COUNTY.

**13.17.1.1** Revenues derived from Collection Services provided to Federal, State or County local agencies at the rates set forth under the terms of this Collection Service Agreement shall be considered "gross revenues" for purposes of calculating franchise fees. Notwithstanding the foregoing, if the Federal, State or County local agency receives Collection and/or Disposal services outside the scope of this Collection Agreement, or otherwise invokes its legal rights to pay fees for services excluding any portion of franchise fees, then such revenues shall not be considered "gross revenues" hereunder for purpose of payment of franchise fees to COUNTY.

**13.17.2 Diversion Programs and Administration Fee.** For the period beginning November 1, 2010 through the term of this Agreement, the diversion programs and administration fee shall be Five Hundred Twenty Thousand Dollars (\$520,000) per Agreement Year (adjusted by the CPI index as set forth in Exhibit 2 RRI at the same time as the Collection Service rates as set forth in Section 13.13.2), payable to COUNTY on the twentieth (20<sup>th</sup>) day of each month beginning November 1, 2010 and monthly thereafter during the term of this Agreement in twelve (12) equal installments each Agreement Year. Diversion programs and administration fee payments shall not be based on gross revenues billed or collected.

**13.17.3 Proposal Development Fee.** No later than thirty (30) calendar days of the execution of this Agreement by the Board, CONTRACTOR shall submit proposal

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development fees to COUNTY in the amount of **One Hundred and Seventy Thousand Dollars (\$170,000.00)**.

13.18 Other Fees. COUNTY may set such other fees as it deems necessary.

13.19 Acceptance of Payment. No acceptance by COUNTY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim COUNTY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recompilation by COUNTY. If, after the audit, such recompilation indicates an underpayment CONTRACTOR shall pay to COUNTY the amount of the underpayment and shall reimburse COUNTY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from COUNTY. If, after the audit, such recompilation indicates an overpayment, COUNTY shall notify CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of notice of overpayment by the amount specified therein.

13.20 Billing Records. CONTRACTOR shall keep records, electronically or paper, of all billing documents and Customer account records, including but not limited to, invoices, receipts, and collection notices, each in chronological order, for a period of three (3) years after the date of receipt or issuance.

13.21 Extraordinary Rate Review. CONTRACTOR may petition COUNTY in writing at any time for an adjustment in the maximum rates on the basis of extraordinary and unusual changes in the costs of operations or programs that satisfy all of the following conditions: (i) materially alters CONTRACTOR'S operations or overall costs; (ii) could not reasonably have been foreseen by a prudent operator; (iii) by all reasonable expectations will continue for a period of at least six (6) months; and (iv) is not addressed pursuant to Article 22. CONTRACTOR'S request shall contain substantial proof and justification to support the need for the adjustment. COUNTY may request from CONTRACTOR such further information as it deems necessary to fully evaluate the request and make its determination. COUNTY shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within one hundred twenty (120) calendar days of receipt of the written request and all other additional information requested by COUNTY.

13.21.1.1 No extraordinary adjustment shall occur or rate adjustment be provided due to CONTRACTOR'S use of any facility or subcontractor other than as approved or designated by COUNTY. Any variation from CONTRACTOR'S estimate for the tonnages of Solid Waste, Recyclables or Green Wastes to be Collected, processed or Disposed, shall not provide a basis for a rate adjustment through an extraordinary adjustment or otherwise, except as specifically provided for in this Article.

13.22 Rates for Additional Services. If Customer requests Collection Services at a Container capacity and/or Collection frequency not provided in the rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer. COUNTY and CONTRACTOR understand and agree that rates must be approved and established by the Board pursuant to County Code and that CONTRACTOR cannot charge Customer that Rate agreed upon with Customer until such time as said Rate is approved and established by the Board.

1977           13.23 Change in Travel Costs. In the event a change in travel costs has been  
1978 calculated as set forth in Section 22.14 of this Agreement, the calculated change shall be added  
1979 to the RRI percentage if it is positive or subtracted from the RRI percentage if it is negative. The  
1980 adjusted RRI percentage shall then be applied as set forth in Section 13.13.1.

## 1981                           Article 14. Diversion Requirements

1982           14.01 Minimum Requirements. COUNTY requires CONTRACTOR to use its best  
1983 efforts to achieve a minimum annual diversion rate of forty (40) percent, for the combination of  
1984 SFD Collection Services, MFD Collection Services, and Commercial Collection Services and  
1985 ninety (90) percent for all asphalt and concrete and fifty (50) percent for all other Construction  
1986 and Demolition Debris Collection Services, or such other amount as may be set in accordance  
1987 with the provisions of Article 22 of this Agreement, over each full Calendar Year beginning  
1988 January 1, 2011. The annual diversion rate will be calculated as "the tons of materials Collected  
1989 by CONTRACTOR from the provision of Collection Services that are sold or delivered to a  
1990 recycler or reuser, or delivered to the appropriate processing facility as required by this  
1991 Agreement, divided by the total tons of materials Collected by CONTRACTOR in each full or  
1992 partial Calendar Year." Such diversion shall be reported in a form and manner that is  
1993 acceptable to COUNTY.

1994           14.02 Failure to Meet Minimum Requirements. CONTRACTOR'S failure to meet the  
1995 minimum diversion requirements set forth above in Section 14.01 may result in the termination  
1996 of this Agreement or the imposition of liquidated damages. In determining whether or not to  
1997 assess liquidated damages or terminate this Agreement, COUNTY shall consider the good faith  
1998 efforts put forth by CONTRACTOR to meet the minimum diversion requirements. Good faith  
1999 efforts of the CONTRACTOR shall include the delivery of materials to the appropriate facility as  
2000 required under the conditions of this Agreement. CONTRACTOR shall not be responsible for  
2001 the actual diversion level achieved by the facility. COUNTY shall also consider the methods  
2002 and level of effort of CONTRACTOR to meet the diversion requirements.

## 2003                           Article 15. Collection Routes

2004           15.01 Collection Routes. Ninety (90) calendar days prior to commencement of  
2005 Collection Services, CONTRACTOR shall provide COUNTY with maps precisely defining  
2006 Collection routes, by number, together with the days and the times at which Collection shall  
2007 regularly commence, start and end points, number of accounts and collection vehicle type. To  
2008 the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible  
2009 with the format used by COUNTY.

2010           15.02 Street Sweeping. CONTRACTOR will work with COUNTY staff and use good  
2011 faith efforts to establish routes that allow for Collection on the day immediately preceding any  
2012 street sweeping schedules in effect on the effective date of this Agreement.

2013           15.03 Subsequent Collection Route Changes. CONTRACTOR shall submit to  
2014 COUNTY, in writing, any proposed route change (including maps thereof) not less than sixty  
2015 (60) calendar days prior to the proposed date of implementation. To the extent possible,  
2016 CONTRACTOR will provide the map data in a GIS format that is compatible with the format  
2017 used by COUNTY. CONTRACTOR shall not implement any route changes without the prior  
2018 approval of the Contract Administrator. If the route change will change the Collection day for a  
2019 Customer, CONTRACTOR shall notify those Customers in writing of route changes not less  
2020 than thirty (30) calendar days before the proposed date of implementation.

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2021           15.04 CONTRACTOR Audit of Routes. In addition to any other auditing requirements  
2022 under this Agreement, CONTRACTOR shall perform a comprehensive audit of all Customer  
2023 Routes every full or partial three (3) Calendar Years, and submit to COUNTY a written report on  
2024 the results of that audit, no later than thirty (30) calendar days after the completion of the audit.  
2025 The purpose of this audit is to ensure that each Customer is receiving the service for which the  
2026 Customer is being billed. The report should include the testing protocols, and the details of the  
2027 route audit findings along with recommendations, if any, on how CONTRACTOR will modify the  
2028 current system to correct any errors noted during the audit. If COUNTY requests,  
2029 CONTRACTOR shall cooperate fully with COUNTY to allow COUNTY to verify the accuracy of  
2030 CONTRACTOR'S route audit report.

## 2031                                   Article 16. Collection Equipment

2032           16.01 General Provisions. All equipment used by CONTRACTOR in the performance  
2033 of services under this Agreement shall be of a high quality. The vehicles shall be designed and  
2034 operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall  
2035 be closed on top and on all sides with screening material to prevent Collected materials from  
2036 leaking, blowing or falling from the vehicles. The bodies of any vehicle, or any Container, used  
2037 in Collection or transportation of Solid Waste must have watertight beds of metal or impervious  
2038 material that can be cleaned as required by Section 10.41.070 of the County Code.  
2039 CONTRACTOR shall not use any Collection vehicle that has more than 250,000 miles unless  
2040 such vehicle is a Rebuilt Vehicle.

2041           16.02 Clean Air Vehicles. During the term of this Agreement, to the extent required by  
2042 law, CONTRACTOR shall ensure that its Collection vehicles are in full compliance with local,  
2043 State and federal clean air requirements that were adopted or proposed to be adopted,  
2044 including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards  
2045 as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's  
2046 Highway Diesel Fuel Sulfur regulations and any other applicable air pollution control laws.  
2047 Changes in regulations adopted or enacted after the effective date of this Agreement shall be  
2048 subject to Section 22.01 of this Agreement.

2049           16.03 Bulky Items. Vehicles used for Collection of Bulky Items containing Freon or  
2050 other gases shall not use compactor mechanisms or mechanical handling equipment that may  
2051 release Freon or other gases from pressurized appliances.

2052           16.04 Safety Markings. All Collection equipment used by CONTRACTOR shall have  
2053 appropriate safety markings including, but not limited to, highway lighting, flashing and warning  
2054 lights, clearance lights, and warning flags. All such safety markings shall be subject to the  
2055 approval of COUNTY and shall be in accordance with the requirements of the California Vehicle  
2056 Code, as may be amended from time to time.

2057           16.05 Vehicle Signage and Painting. Collection vehicles shall be painted and  
2058 numbered consecutively without repetition and shall have CONTRACTOR'S name,  
2059 CONTRACTOR'S toll-free customer service telephone number, and the number of the vehicle  
2060 painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of  
2061 each vehicle. CONTRACTOR shall repaint all vehicles (including vehicles striping if  
2062 appropriate) during the term of this Agreement on a frequency as necessary to maintain a  
2063 positive public image as reasonably determined by the Contract Administrator. CONTRACTOR  
2064 will equip both sides of vehicles used for Collection with frames capable of securing signs  
2065 measuring 29 3/16" by 93 3/16" or other dimension directed by COUNTY. Within two (2) weeks



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2066 of COUNTY direction, no more than two (2) times each Agreement Year, CONTRACTOR will  
2067 prepare educational signs (such as promoting Diversion or safe Disposal of Unacceptable  
2068 Waste) with text, graphics and design specified by COUNTY and deliver them to COUNTY for  
2069 COUNTY review. Within two (2) weeks of COUNTY approval, CONTRACTOR will produce and  
2070 post the signs.

2071       16.06 Bin and Container Signage, Painting, and Cleaning. All metal Bins and  
2072 Containers of any service type furnished by CONTRACTOR shall be either painted or  
2073 galvanized. All Bins and Containers shall display CONTRACTOR'S name, CONTRACTOR'S  
2074 toll-free customer service telephone number, and the number of the Bin and shall be kept free of  
2075 graffiti and in a clean and sanitary condition. Bins and Roll-Off Containers provided by  
2076 CONTRACTOR shall be steam cleaned by CONTRACTOR as frequently as necessary to  
2077 maintain them in a sanitary condition. Upon receipt of notification by CONTRACTOR of graffiti  
2078 on a Bin or Container, CONTRACTOR shall clean or replace such Bin or Container within two  
2079 (2) Work Days. Bins and Containers will be subject to periodic, unscheduled inspections by  
2080 COUNTY and determination as to sanitary condition shall be made by COUNTY.

2081       16.07 Cart and Can Signage, Painting, and Cleaning. All metal Cans of any service  
2082 type furnished by CONTRACTOR shall be either painted or galvanized. All Cans and Carts  
2083 shall display CONTRACTOR'S name and CONTRACTOR'S toll-free customer service  
2084 telephone number.

2085       16.07.1       In addition each Cart or Can shall include a household hazardous  
2086 waste disposal prohibition on the inside of the container lid in substantially the following form,  
2087 approved by COUNTY: *"State law prohibits disposal of hazardous materials (such as batteries,*  
2088 *paint and motor oil) and certain electronic devices (such as TV and computer monitors) in your*  
2089 *trash. If these items are identified in your trash, your container will be tagged and not collected.*  
2090 *For safe and lawful disposal options, call Salinas Valley Solid Waste Authority 831-775-3000*  
2091 *(Inland), Monterey Regional Waste Management District 831-384-5313 (Coastal), [Contractor]."*

2092       16.07.2       Recyclables Containers (and other Containers at  
2093 CONTRACTOR'S option), shall include on the inside of the Container lid, an anti-scavenging  
2094 notice in substantially the following form, approved by COUNTY: *"The recyclable materials in*  
2095 *this container are the property of your authorized recycling contractor. It is illegal to remove*  
2096 *recyclable materials from this container pursuant to California Public Resources Code Section*  
2097 *41950 et seq. Only County's authorized recycling contractor may collect these recyclable*  
2098 *materials. Persons other than the authorized recycling contractor who remove materials from*  
2099 *this container are subject to treble damages or civil penalty, whichever is greater, for each*  
2100 *unauthorized removal."*

2101       16.08 Collection Vehicle Noise Level. The noise level generated by vehicles using  
2102 compaction mechanisms during the stationary compaction process will not exceed seventy (75)  
2103 decibels at a distance of twenty five (25) feet from the vehicle measured at an elevation of five  
2104 (5) feet above ground level using the "A" scale of a standard sound level meter at slow  
2105 response, or applicable law, whichever is more stringent. All Collection vehicles shall be tested  
2106 prior to providing Collection Services and thereafter upon notification by COUNTY of a noise  
2107 complaint.

2108       16.09 Vehicle Registration, Licensing and Inspection. CONTRACTOR shall maintain  
2109 documentation to verify that each of CONTRACTOR'S Collection vehicles are in compliance  
2110 with all registration, licensing and inspection requirements of the California Highway Patrol, the

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2111 California Department of Motor Vehicles, and any other applicable laws or regulations, including  
2112 a permit issued by County Department of Health, Environmental Health Division. Upon written  
2113 request by the Contract Administrator, copies of such documentation shall be provided to  
2114 COUNTY within two (2) Work Days of the request. CONTRACTOR shall not use any vehicle to  
2115 perform Collection Services that is not in compliance with applicable registration, licensing and  
2116 inspection requirements.

2117       16.10 Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in  
2118 a clean condition and in good repair at all times. All parts and systems of the Collection  
2119 equipment shall operate properly and be maintained in a condition satisfactory to COUNTY.  
2120 CONTRACTOR shall wash all Collection vehicles at least once a week. All washings shall be  
2121 conducted in a manner that conforms to the BMP Guidelines for Non-Point Source Pollutants in  
2122 the publication entitled Storm Water Best Management Practices Handbook for Industrial  
2123 Commercial and shall comply with other regulations set forth by the jurisdiction in which the  
2124 Collection vehicle is washed.

2125       16.10.1 Maintenance Log. CONTRACTOR shall maintain a maintenance  
2126 log for all Collection vehicles. The log shall at all times be accessible to COUNTY by physical  
2127 inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicle's  
2128 CONTRACTOR assigned identification number, date purchased or initial lease, dates of  
2129 performance of routine maintenance, dates of performance of any additional maintenance, and  
2130 description of additional maintenance performed.

2131       16.11 Equipment Inventory. On or before September 1, 2010, CONTRACTOR shall  
2132 provide to COUNTY an inventory of Collection vehicles and major equipment used by  
2133 CONTRACTOR for Collection or transportation and performance of services under this  
2134 Agreement. The inventory shall indicate each Collection vehicle used by CONTRACTOR,  
2135 assigned identification number, DMV license number, the age of the chassis and body, type of  
2136 fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of  
2137 acquisition, the date of noise testing, the decibel rating, the maintenance status, and proof of  
2138 compliance with Article 16.02. CONTRACTOR shall submit a written updated inventory annually  
2139 on or before each succeeding September 1, to the Contract Administrator.

2140       16.12 Reserve Equipment. CONTRACTOR shall have available to it, at all times, a  
2141 reasonable number of reserve Collection equipment which can, to the extent needed to  
2142 complete the Collection route, be dispatched within one (1) hour of any breakdown. Such  
2143 reserve equipment shall correspond in size and capacity to the equipment used by  
2144 CONTRACTOR to perform the contractual duties.

2145       16.13 Covering of Loads. All loads not in covered body trucks shall be tarped or  
2146 restrained to prevent spilling.

2147       16.14 Weight Restrictions. CONTRACTOR shall not load vehicles in excess of the  
2148 manufacturer's recommendations or limitations imposed by state or local weight restrictions on  
2149 vehicles. CONTRACTOR acknowledges that COUNTY may document compliance with this  
2150 provision of the Agreement through review of scale tickets and records of the Disposal and  
2151 processing facilities.

## 2152                   Article 17. CONTRACTOR'S Personnel

2153       17.01 Personnel Requirements. CONTRACTOR shall employ and assign qualified  
2154 personnel to perform all services set forth herein. CONTRACTOR shall be responsible for

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ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

17.02 Transfer of Personnel. COUNTY may request the transfer of any employee of CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.

17.03 Identification Badge. CONTRACTOR shall require its drivers, and all other employees who come into contact with the public, to wear a uniform or an identification badge clearly identifying the employee as an employee of CONTRACTOR. Employees shall also have embroidered on the uniform or prominently displayed on the badge, their name for identification by the Customer.

17.04 Valid License. Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

17.05 Applicable Laws. Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

17.06 Representation. CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of COUNTY.

17.07 Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its personnel, including those who drive vehicles or operate other Collection equipment. Training will include live, on-job-training by supervisors. CONTRACTOR will train its drivers to identify Unacceptable Waste and comply with the Waste Screening Protocol set forth below.

17.07.1 Waste Screening Protocol. CONTRACTOR will develop and implement a Waste Screening Protocol in compliance with applicable law and including the following provisions:

17.07.1.1 For all drivers: Hazardous Waste Operations and Emergency Response (HAZWOPER) First Responder, Awareness Level training meeting the requirements of 29 CFR 1919.120(q)(6)(i), including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident;

17.07.1.2 For all route supervisors: 24-Hour HAZWOPER General Site Worker training meeting the requirements of 29 CFR 1919.120(e) (Hazardous Waste Operations and Emergency Response), including hazard recognition and measurement, as well as personal protective equipment and work practices in keeping with the risk level;

17.07.1.3 For all employees specified in 29 CFR 1919.120(e)(8), at least 8 hours of refresher training annually;

17.07.1.4 Means of driver inspection, such as visual inspection during tipping of Containers into vehicles;

17.07.1.5 Immediate driver response, such as load segregation and notification procedures, including leaving Non-Collection notices, when safe;

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2196 17.07.1.6 Driver notification, such as calling CONTRACTOR'S  
2197 dispatcher or route supervisor;

2198 17.07.1.7 Customer notification, including description of proper means  
2199 to dispose of Unacceptable Waste, by phone call and/or written material;

2200 17.07.1.8 Notification of appropriate local agency or department (with  
2201 contact phone number);

2202 17.07.1.9 Appropriate action, such as segregation and containerization  
2203 for manifesting and transport for Disposal as required by applicable law or securing services of  
2204 permitted handling and transport company; and

2205 17.07.1.10 Form, content and placement of labels on Containers that  
2206 prohibit discard of Unacceptable Waste.

2207 **Article 18. Worker Retention**

2208 18.01 Worker Retention. CONTRACTOR acknowledges that when Collection Services  
2209 are transferred to CONTRACTOR, workers who perform services for COUNTY'S current  
2210 contractor may be displaced from their employment. In this event, upon signing this Agreement,  
2211 CONTRACTOR shall make a good faith effort to offer full-time employment (at wages and  
2212 benefits commensurate with those of CONTRACTOR'S existing employees as required by any  
2213 collective bargain agreement) to all displaced workers that provided Collection Services in the  
2214 Service Area under the prior Franchise Agreement, if the employees meet CONTRACTOR'S  
2215 existing hiring standards and policies. CONTRACTOR shall not be required to create additional  
2216 positions that CONTRACTOR does not need, displace any of its current employees or modify its  
2217 employee selection requirements.

2218 **Article 19. Public Education Programs**

2219 19.01 Public Education and Outreach. CONTRACTOR, at its own expense, shall  
2220 prepare, submit to COUNTY, and implement an annual (Calendar Year) Public Education and  
2221 Outreach Program. The initial proposed action plan must be submitted for COUNTY approval  
2222 on or before July 1, 2010 and annually thereafter no later than November 1<sup>st</sup> for the next  
2223 Calendar Year. The program must include a minimum of four (4) campaigns per year, designed  
2224 to increase diversion and resident participation. Campaigns should target certain Recyclables  
2225 or "problem" areas of CONTRACTOR'S Service Area where improvements can be maximized.  
2226 Targets of outreach should be based on local trends and recycling patterns based on  
2227 information obtained by both the Contract Administrator and CONTRACTOR staff, and should  
2228 be part of the SRRE strategic plan and report prepared and submitted by CONTRACTOR.  
2229 CONTRACTOR shall provide space in CONTRACTOR'S public outreach materials, such as  
2230 mailers, flyers and newsletters, for COUNTY to include announcements, community information,  
2231 articles, and photographs.

2232 19.01.1 School Education and Outreach. CONTRACTOR'S Public  
2233 Education and Outreach program will include recycling and diversion education and outreach  
2234 services to all schools in the Service Area which subscribe to some or all of the Collection  
2235 Services offered by CONTRACTOR. Such services may include classroom presentations,  
2236 distribution of diversion and recycling materials, classroom curriculum, and provision of  
2237 technical assistance to establish school facility recycling programs.

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2238 19.02 Annual Collection Service Notice. Each Calendar Year during the term of this  
2239 Agreement, CONTRACTOR shall provide information to all SFD, MFD Cart and Commercial  
2240 Cart Customers regarding the Cart Collection Service programs and to all MFD Bin and  
2241 Commercial Bin Customers regarding Bin Collection Service programs. To the extent  
2242 appropriate, based on the category of Customers receiving the notice, said information shall  
2243 contain at a minimum, definitions of the materials to be Collected, procedures for setting out the  
2244 materials, maps of the Service Area indicating the day that Solid Waste, Recyclables, including  
2245 Used Oil, Green Waste, and Christmas trees will be Collected, the availability of on-call  
2246 Collection of Bulky Items, Universal Waste, E-Waste, CEDs, and Construction and Demolition  
2247 Debris and CONTRACTOR'S toll-free customer service phone number. The information shall  
2248 be provided in English and Spanish and shall be distributed by CONTRACTOR at least thirty  
2249 (30) days prior to commencement of Collection Services in the Service Area and by January 1<sup>st</sup>  
2250 annually thereafter.

2251 19.03 Additional Programs and Services. CONTRACTOR shall provide additional  
2252 services and programs as requested by COUNTY pursuant to Article 22 of this Agreement. In  
2253 the event CONTRACTOR and COUNTY cannot reach an agreement for the requested service  
2254 or program, COUNTY shall have the right to procure the service of other vendors or contractors  
2255 to provide the requested service.

2256 19.04 Home Composting and Worm Bin. At least thirty (30) calendar days prior to  
2257 offering bins for sale as set forth in Section 5.11.5. CONTRACTOR shall insert in each SFD and  
2258 MFD Cart Customers bill a notice satisfactory to COUNTY, that includes 1) an offer to sell a  
2259 Home Composting Bin or Home Worm Bin, 2) the purchase price (with and without the delivery  
2260 option surcharge), 3) the purchase location, and 4) educational material promoting composting.

## 2261 Article 20. CONTRACTOR'S Facilities

### 2262 20.01 CONTRACTOR Facilities.

2263 20.01.1 Administrative Offices and Operation & Maintenance Yard.  
2264 CONTRACTOR'S administrative offices and its operation and maintenance yard, to include the  
2265 vehicle parking area, must be located within thirty-five (35) miles of the County Department of  
2266 Health, Environmental Health Division primary office in Salinas, California at the address  
2267 referenced in Section 34.05.3 of this Agreement. CONTRACTOR'S office shall provide a toll-  
2268 free telephone access to residents of COUNTY, shall be staffed by trained and experienced  
2269 Customer Service Representatives (CSR's), and shall be located where Customers can pay  
2270 bills for service in person. Such office shall have responsible persons in charge during  
2271 Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. on all  
2272 Work Days. CONTRACTOR shall provide either a telephone answering service or mechanical  
2273 device to receive Customer inquiries during those times when the office is closed. Calls  
2274 received after normal business hours shall be addressed the morning of the next Work Day.

2275 20.02 Emergency Contact. Prior to October 1, 2010, CONTRACTOR shall provide the  
2276 Contract Administrator with an emergency phone number where CONTRACTOR can be  
2277 reached outside of the required office hours.

2278 20.03 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the  
2279 capability of responding to telephone calls in English and Spanish. CONTRACTOR shall at all  
2280 times maintain the capability of responding to telephone calls through Telecommunications  
2281 Device for the Deaf (TDD) Services.

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2282           20.04 Customer Calls.       During office hours, CONTRACTOR shall maintain a  
2283 telephone answering system capable of accepting at least fifteen (15) incoming calls at one (1)  
2284 time. CONTRACTOR shall record all calls including any inquiries, service requests and  
2285 complaints into a customer service log.

2286           20.04.1       All incoming calls will be answered within five (5) rings. Any call  
2287 "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold"  
2288 or to be switched to a message center where Customer can leave a message. Customers  
2289 electing to remain on-line shall not wait longer than two (2) minutes on the average from the  
2290 time their call was originally answered, but in no case longer than ten (10) minutes from the time  
2291 their call was originally answered to speak to a CSR. CONTRACTOR'S CSR shall return  
2292 Customer calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a  
2293 minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m.,  
2294 all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day.  
2295 CONTRACTOR shall make a minimum of three (3) attempts within twenty-four (24) hours of the  
2296 receipt of the call. If CONTRACTOR is unable to reach the Customer on the next Work Day,  
2297 CONTRACTOR shall send a postcard to the Customer on the second Work Day after the call  
2298 was received, indicating that CONTRACTOR has attempted to return the call.

2299           20.04.2       Customer Service Log. CONTRACTOR will utilize a Customer  
2300 Service Log to maintain a record of all inquiries and complaints in a manner approved by  
2301 COUNTY. The log shall include the information in a form and manner agreeable to COUNTY.

2302           20.05 Bilingual Customer Correspondence. CONTRACTOR will print all letters,  
2303 invoices, notices, bulletins, educational materials, and other correspondence with Customers in  
2304 English and Spanish.

2305           20.06 Website. CONTRACTOR shall develop and maintain a website describing  
2306 services provided in the Service Area that is accessible by the public. The site shall be available  
2307 to Customers no later than September 1, 2010 and include answers to frequently asked  
2308 questions, rates for all Collection Services, specifications for Recyclables and Green Waste,  
2309 Collection Service schedules and maps, and other related topics. CONTRACTOR shall arrange  
2310 for COUNTY'S website to include an e-mail link to CONTRACTOR'S website and  
2311 CONTRACTOR'S website shall contain a link to COUNTY'S web site. CONTRACTOR'S  
2312 website shall contain all public education and outreach materials and correspondence  
2313 distributed to Customers during the Calendar Year. CONTRACTOR'S website shall provide the  
2314 public the ability to e-mail complaints to CONTRACTOR and to pay bills on-line.

## 2315           Article 21. Service Inquiries and Complaints

2316           21.01 CONTRACTOR'S Customer Service. All service inquiries and complaints shall  
2317 be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive  
2318 the complaints during normal business hours. All service complaints will be handled by  
2319 CONTRACTOR in a prompt and efficient manner. CONTRACTOR shall not refer or forward  
2320 Customers to COUNTY for resolution of Complaints or answers to inquiries unless Customer  
2321 insists, in which event CONTRACTOR will refer Customers to the Contract Administrator.

2322           21.02 Response Requirements. For those complaints related to missed Collections  
2323 that are received by 3:00 p.m. on a Work Day, CONTRACTOR will return to the Customer  
2324 address and Collect the missed materials before leaving the Service Area for the day. For  
2325 those complaints related to missed Collections that are received after 3:00 p.m. on a Work Day,



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CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.

21.03 Missed Collections. CONTRACTOR agrees that it is in the best interest of COUNTY that all Solid Waste, Recyclables, Green Waste, Bulky Items, U-Waste, E-Waste, CED's and Used Oil and Used Oil Filters be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests and receives missed Collection Services more than two (2) times each full or partial Calendar Year during the term of this Agreement, CONTRACTOR shall have the right to invoice the Customer for further missed Collection Services during the remainder of that Calendar Year at the rate set forth in Exhibit 1.

## Article 22. Modifications to the Agreement

22.01 Agreement Modifications and Change in Law. COUNTY and CONTRACTOR understand and agree that the California legislature and the federal government have the authority to make comprehensive changes in solid waste management legislation and that these and other changes in state and federal law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of local ordinances or regulations, including the County Code and any Joint Powers Authorities Agreement (hereafter, "JPA Agreement") between COUNTY, Monterey Regional Waste Management District and the Salinas Valley Solid Waste Authority (hereafter, collectively referred to as "Joint Powers Authorities" or "JPA") as said JPA Agreement now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of CONTRACTOR located within the Service Area. In the event any future Change in Law, modifications to the JPA Agreement, or directed changes by COUNTY, materially alter the obligations of CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, COUNTY and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in this Agreement pursuant to this Article. COUNTY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. Modifications to this Agreement shall be made pursuant to Article 22 of this Agreement.

22.02 COUNTY Directed Service and Program Changes. COUNTY may direct CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 14 of this Agreement, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which COUNTY may direct. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment

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2371 in its compensation for providing such additional or modified services but not for the preparation  
2372 of its proposal to perform such services.

2373       22.03 COUNTY Required Service and Program Changes. In the event CONTRACTOR  
2374 fails to meet the Diversion requirements as set forth in Article 14, CONTRACTOR shall prepare  
2375 a service proposal in the manner set forth in Section 22.05 below. The service proposal shall  
2376 include specific program changes to allow CONTRACTOR to meet the minimum Diversion  
2377 requirements of Article 14 in the subsequent year. CONTRACTOR shall not receive additional  
2378 compensation for any additional or modified services performed as part of this program change  
2379 nor for the preparation of its proposal to perform such services.

2380       22.04 CONTRACTOR Proposed Changes. CONTRACTOR may propose program  
2381 changes to COUNTY in the manner set forth in Section 22.05 below. Upon approval by the  
2382 County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for  
2383 providing such additional or modified services but not for the preparation of its proposal to  
2384 perform such services.

2385       22.05 Service Proposal. Within thirty (30) calendar days of receipt of a request for a  
2386 service change from COUNTY, or when initiating a voluntary or involuntary proposal to change  
2387 current programs, CONTRACTOR shall submit a proposal to provide such service. At a  
2388 minimum, the proposal shall contain a complete description of the following:

2389               22.05.1       Program objectives and goals to be used in measuring the  
2390 success of the program as discussed in Section 22.08 below;

2391               22.05.2       Collection methodology to be employed (equipment, manpower,  
2392 etc.);

2393               22.05.3       Equipment to be utilized (vehicle number, types, capacity, age,  
2394 etc.);

2395               22.05.4       Labor requirements (number of employees by classification);

2396               22.05.5       Type of Carts or Bins to be utilized;

2397               22.05.6       Provision for program publicity, education, and marketing; and

2398               22.05.7       Five (5) year projection of the financial results of the program's  
2399 operations in an operating statement format including documentation of the key assumptions  
2400 underlying the projections and the support for those assumptions, giving full effect to the  
2401 savings or costs to existing services.

2402       22.06 Incremental Costs. In the event the change(s) in service results in an  
2403 incremental cost increase over the life of the Agreement, CONTRACTOR will be responsible for  
2404 the first ten thousand dollars (\$10,000) of such increase in the aggregate. To the extent costs  
2405 are projected to exceed ten thousand dollars (\$10,000), COUNTY and CONTRACTOR shall  
2406 agree on the amount of additional costs to be reimbursed to CONTRACTOR prior to the  
2407 initiation of the service change.

2408       22.07 Other Contractors. CONTRACTOR acknowledges and agrees that COUNTY  
2409 may permit other contractors or companies besides CONTRACTOR to provide additional  
2410 services not otherwise contemplated by this Agreement if CONTRACTOR and COUNTY cannot  
2411 agree on terms and conditions, including compensation adjustments, of such services in one  
2412 hundred twenty (120) calendar days from the date when COUNTY first requests a proposal from  
2413 CONTRACTOR to perform such services.

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2414           22.08 Monitoring and Evaluation. At COUNTY'S request, CONTRACTOR shall meet  
2415 with COUNTY to describe the progress of each new program and other service issues. At each  
2416 meeting, COUNTY and CONTRACTOR shall have the opportunity to discuss revisions to the  
2417 program. CONTRACTOR shall document the results of the new programs on a monthly basis,  
2418 including at a minimum the tonnage diverted by material type, the end use or processor of the  
2419 diverted materials and the cost per ton for transporting and processing each type of material  
2420 and other such information requested by CONTRACTOR and/or COUNTY necessary to  
2421 evaluate the performance of each program.

2422           22.09 Termination for Cause. COUNTY shall have the right to terminate a program or  
2423 assign the program to a third party for cause at no cost to COUNTY or COUNTY'S ratepayers if  
2424 CONTRACTOR is not achieving the program's agreed to and defined goals and objectives.  
2425 Prior to such termination or assignment, COUNTY shall meet and confer with CONTRACTOR  
2426 for a period of up to ninety (90) calendar days to resolve COUNTY'S concerns. Thereafter,  
2427 COUNTY may terminate the program or utilize a third party to perform these services if  
2428 COUNTY reasonably believes CONTRACTOR cannot meet or is not meeting the agreed to and  
2429 defined project goals and objectives. Notwithstanding these changes, CONTRACTOR shall  
2430 continue the program during the ninety (90) day period and, in the event COUNTY elects to  
2431 utilize a third party to continue the program, thereafter until the third party takes over the  
2432 program.

2433           22.10 Termination without Cause. COUNTY shall also have the right to terminate a  
2434 program without cause. As a condition of the termination, COUNTY shall reimburse  
2435 CONTRACTOR for all costs incurred for implementation and performance of the program that  
2436 were identified in the program proposal prepared and submitted by CONTRACTOR and agreed  
2437 to by COUNTY which have not been funded or otherwise recovered through program  
2438 compensation at the time the program is terminated.

2439           22.11 COUNTY Directed Changes in Facilities. If COUNTY requires that  
2440 CONTRACTOR change Disposal or processing facilities, the Contractor Service Fee  
2441 Component will be adjusted for any increase or decrease in CONTRACTOR'S direct costs of  
2442 transportation between the old and new facility, as follows:

2443                   22.11.1           With respect to changes in the facilities in the boundaries of the  
2444 SVSWA, the increase or decrease in transportation is measured by the shortest route between  
2445 the COUNTY Department of Health, Environmental Health Division, located at 1270 Natividad  
2446 Road, Salinas to the new facility that is legally traversable by Collection vehicles carrying their  
2447 usual load of the appropriate material, although CONTRACTOR may choose a longer route for  
2448 reason of time, traffic or other convenience without additional compensation. Distances from  
2449 1270 Natividad Road, Salinas are as follows:

2450                   22.11.2           to Johnson Canyon Landfill, approximately 24.6 miles;  
2451                   22.11.3           to Sun Street transfer station, approximately 1.84 miles;  
2452                   22.11.4           to Jolon transfer station, approximately 49.45 miles;  
2453                   22.11.5           to Carmel Marina Recycling , approximately 10.4 miles;  
2454                   22.11.6           to Johnson Canyon Landfill Green Waste Processing Facility  
2455 approximately 24.6miles; and  
2456                   22.11.7           to Johnson Canyon Landfill Construction and Demolition Debris  
2457 Processing Facility, approximately 24.6 miles.

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2458           22.12 With respect to changes in the facilities in the boundaries of the MRWMD, the  
2459 increase or decrease in transportation is measured by the shortest route between the County  
2460 Health Department located at 1200 Aguajito Road, Monterey to the new facility that is legally  
2461 traversable by Collection vehicles carrying their usual load of the appropriate material, although  
2462 CONTRACTOR may choose a longer route for reason of time, traffic or other convenience  
2463 without additional compensation. The distances from the County Health Department located at  
2464 1200 Aguajito Road are as follows:

- 2465                   22.12.1           to Monterey Peninsula landfill, approximately 8.4 miles;  
2466                   22.12.2           to Carmel Marina Recycling , approximately 21.4 miles;  
2467                   22.12.3           to Monterey Peninsula Green Waste Processing Facility,  
2468 approximately 8.4 miles; and  
2469                   22.12.4           to Monterey Peninsula Construction and Demolition Debris  
2470 Processing Facility, approximately 8.4 miles.

2471           22.13 CONTRACTOR will submit documentation to the satisfaction of COUNTY  
2472 demonstrating the number of Collection vehicles from identified routes, with dated weight  
2473 tickets, establishing the increase or decrease in mileage for a one (1) month period.

2474           22.14 The total increase or decrease in miles will be multiplied by the Collection vehicle  
2475 travel cost per mile as set forth in Exhibit 1 to this Agreement to calculate the change in cost for  
2476 one (1) month and annualized to calculate the change in cost for one (1) year. The one (1) year  
2477 change in cost will then be divided by the gross revenue for the last complete twelve (12) month  
2478 period to calculate the percentage change in travel costs. The percentage change shall be  
2479 truncated at the second decimal point and shall be added to or subtracted from, as appropriate,  
2480 in the next RRI calculation as set forth in Section 13.13.

2481           22.15 Modification to Exhibit 10, COUNTY Facilities. In the event COUNTY requests a  
2482 modification to Exhibit 10 to this Agreement due to an addition or deletion to the COUNTY  
2483 Facilities, or a change in the container size or frequency of Collection as set forth in Exhibit 10,  
2484 COUNTY shall notify CONTRACTOR of the change in writing at least thirty (30) days prior to  
2485 the date of such change. The written notification shall include a revised Exhibit 10 for the  
2486 review of CONTRACTOR. CONTRACTOR shall respond to the request for modification of  
2487 Exhibit 10 by signing the revised Exhibit 10 and returning it to the COUNTY or requesting that a  
2488 meeting be held between CONTRACTOR and COUNTY to discuss the requested modification.  
2489 In the event COUNTY and CONTRACTOR are unable to agree on the modification, Exhibit 10  
2490 shall remain unmodified and COUNTY shall have the right to secure the services from another  
2491 contractor. For purposes of this Section a change of the address of a COUNTY Facility  
2492 included in Exhibit 10 is not considered a modification of Exhibit 10.

2493           22.16 Modification to Exhibit 11, Large Venue Events. On or before October 1, 2010  
2494 and annually thereafter during the term of this Agreement, COUNTY shall provide  
2495 CONTRACTOR with an amended Exhibit 11 showing the name, date and location of all large  
2496 venue events for the upcoming Calendar Year. COUNTY shall have the right to unilaterally  
2497 modify the specific events included on Exhibit 11 as long as the total number of "COUNTY  
2498 sponsored" annual events does not exceed twelve (12) and as long as the estimated Collection  
2499 capacity, in tons, of the added event does not exceed the median level of required Collection  
2500 capacity, of four (4) tons of the events set forth on Exhibit 11 prior to the modification. In the  
2501 event the COUNTY requests that CONTRACTOR provide Collection Services at large venue

events in excess of the limitations set forth in this Section, CONTRACTOR shall provide such services at a price to be mutually agreed upon between CONTRACTOR and COUNTY. In the event CONTRACTOR and COUNTY cannot reach a mutually agreed price for the requested services CONTRACTOR shall provide such services in accordance with the rates set forth in Exhibit 1 to this Agreement.

## Article 23. Recordkeeping, Inspections, and Reporting

### 23.01 Record Keeping.

23.01.1 Accounting Records. CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Customers for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

23.02 Agreement Performance Records. CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

23.03 Reporting Requirements. Monthly and annual reports shall be prepared and submitted as set forth in Exhibit 7 in a form and manner acceptable to COUNTY. This list of requested information may be amended during the term of this Agreement at the discretion of the Contract Administrator.

23.03.1 Upon notification by the Contract Administrator that information reported by CONTRACTOR is incorrect, CONTRACTOR shall provide corrected information in the original format within three (3) Work Days unless a longer time is agreed to by COUNTY and CONTRACTOR.

23.04 Inspection. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, COUNTY Counsel, COUNTY Auditor, or designee of any of these officers. Copies of such documents shall be provided to COUNTY for inspection at COUNTY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

23.05 Records Security. Where COUNTY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, COUNTY may, by written request or demand of the Contract Administrator, require that custody of the records be given to COUNTY and that the records and documents be maintained at COUNTY offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

## Article 24. Quality of Performance of CONTRACTOR

24.01 Intent. CONTRACTOR acknowledges and agrees that one of COUNTY'S primary goals in entering into this Agreement is to ensure that Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion

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2544 levels are achieved, and that materials Collected are put to the highest and best use to the  
2545 extent feasible.

2546       24.02 Service Supervisor. CONTRACTOR will provide the name of the service  
2547 supervisor to be in charge of the Collection Services within the Service Area to COUNTY no  
2548 later than October 1, 2010. At least thirty (30) calendar days prior to replacing the service  
2549 supervisor, CONTRACTOR shall notify COUNTY in writing of the name and qualifications of the  
2550 new service supervisor. CONTRACTOR shall insure that such replacement is qualified and  
2551 experienced. The service supervisor's work place shall be physically located in the Service  
2552 Area, at all times that CONTRACTOR is providing Collection Services. In addition the  
2553 supervisor shall be available to the Contract Administrator through the use of telecommunication  
2554 equipment, and be able to respond to voice messages within one (1) hour at all times that  
2555 CONTRACTOR is providing Collection Services. In the event the service supervisor is  
2556 unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute  
2557 who shall be available and who has the authority to act in the same capacity as the service  
2558 supervisor. The service supervisor shall provide COUNTY with an emergency phone number  
2559 where the service supervisor can be reached outside of normal business hours.

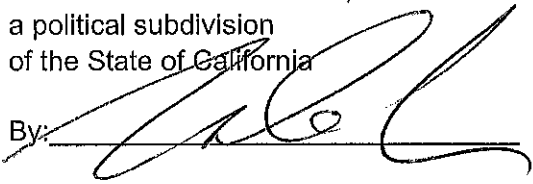
2560       24.03 Liquidated Damages. The parties further acknowledge that consistent and  
2561 reliable Collection Services are of utmost importance to COUNTY and that COUNTY has  
2562 considered and relied on CONTRACTOR'S representations as to its quality of service  
2563 commitment in awarding the Agreement to it. The parties further recognize that some quantified  
2564 standards of performance are necessary and appropriate to ensure consistent and reliable  
2565 service and performance. The parties further recognize that if CONTRACTOR fails to achieve  
2566 the performance standards, or fails to submit required documents in a timely manner, COUNTY  
2567 and COUNTY'S residents and businesses will suffer damages and that it is and will be  
2568 impractical and extremely difficult to ascertain and determine the exact amount of damages.  
2569 Therefore, without prejudice to COUNTY'S right to treat such non-performance as an event of  
2570 default under Article 27, the parties agree that the liquidated damages amount defined in this  
2571 Article represent reasonable estimates of the amount of such damages considering all of the  
2572 circumstances existing on the effective date of this Agreement, including the relationship of the  
2573 sums to the range of harm to COUNTY, customers and the community as a whole that  
2574 reasonably could be anticipated and the anticipation that proof of actual damages would be  
2575 costly or impractical. In placing their initials at the places provided, each party specifically  
2576 confirms the accuracy of the statements made above and the fact that each party has had  
2577 ample opportunity to consult with legal counsel and obtain an explanation of the liquidated  
2578 damage provisions at the time that the Agreement was made.



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2579 COUNTY OF MONTEREY,  
2580 a political subdivision  
2581 of the State of California

USA Waste of California, Inc.  
DBA Carmel Marina Corporation

2582 By: 

By: 

2583 Name: Len Foster

Name: Barry Skolnick

2584 Title: Director of Health

Title: Area Vice President

2585 Dated: 2-9-10

Dated: 12/28/09

2586

By: 

2587

Name: Robert E. Longo

2588

Title: Assistant Secretary and Group General

2589

Counsel

2590

Dated: 12/28/09

2591 CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following  
2592 amounts:

LIQUIDATED DAMAGES

Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement. (Section 21.02)	\$100.00 per incident per Customer.
b.	Failure to comply with the hours of operation as required by this Agreement. (Section 3.04)	\$100.00 per incident per day.
c.	Failure to properly return empty Cans, Carts or Bins to the point of Collection to avoid pedestrian or vehicular traffic impediments or to place Carts upright in excess of five (5) occurrences per quarter. (Section 3.05)	\$150.00 per incident per day.
d.	Failure to deliver or exchange Cans, Carts, Bins, or other Containers within the time required. (Section 3.07)	\$100.00 per incident per day.
e.	Failure to repair or replace damaged Cans, Carts, Bins, or other Containers within the time required. (Section 3.07.2)	\$100.00 per incident per day.
f.	Failure to timely install locks on Bins. (Section 3.07.5)	\$100.00 per incident per day.

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LIQUIDATED DAMAGES		
Item		Amount
g.	Commingling Solid Waste and Recyclables during Collection and/or transportation to the appropriate facility. (Section 3.14.1)	\$1,000.00 per incident.
h.	Commingling of materials Collected inside and outside the Service Area during Collection and/or transportation to the facility. (Sections 3.14.2 & 3.14.3)	\$1,000.00 per incident.
i.	Failure to timely clean up litter or spillage of material, or vehicle fluids caused by CONTRACTOR. (Section 3.15.3)	\$300.00 per incident per location.
j.	Damage to public streets within the Service Area caused by CONTRACTOR. (Section 3.15.5)	Actual cost of repair to COUNTY'S satisfaction at no cost to COUNTY.
k.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel. (Section 3.20)	\$500.00 per incident per location.
l.	Disposal of Recyclables, or Green Waste in the Disposal Facility without first obtaining the required permission of COUNTY. (Section 4.01.11)	\$1,000.00 per load.
m.	Failure to deliver any Collected materials to COUNTY-approved Disposal Facility, Recyclables Processing Facility, C&D Facility or Green Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement. (Article 4)	\$5,000.00 first failure. \$25,000.00 each subsequent failure.
n.	Failure to timely provide transition documents or timely meet transition requirements. (Section 3.19)	\$300.00 per item per day.
o.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day. (Various Sections)	\$1,000.00 for each route not completed.
p.	Failure to replace Used Oil and Used Oil Filter Containers within three (3) Work Days of notification of need for replacement in excess of five (5) occurrences per quarter. (Various Sections)	\$150.00 per incident per day.
q.	Failure to timely provide all Waste Assessments. (Section 11.13)	\$1,000.00 for each assessment not timely completed.

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LIQUIDATED DAMAGES		
Item		Amount
r.	Failure to meet the minimum diversion requirements. (Calculated per Calendar Year) (Article 14)	Shortfall of 0.001% - 2%: \$10,000.00 per calendar year.  Shortfall of 2.001% or greater: \$25,000.00 per calendar year.
s.	Changing routes without proper notification to COUNTY or Customers as appropriate. (Section 15.03)	\$500.00 per incident per day.
t.	Failure to timely conduct Route Audits. (Section 15.04)	\$150.00 per incident per day.
u.	Failure to display CONTRACTOR'S name and toll-free customer service phone number on Collection vehicles, Bins and other Containers. (Sections 16.05 & 16.06)	\$100.00 per incident per day.
v.	Failure to maintain equipment, vehicles, Cans, Carts, Bins and other containers in a clean, safe, and sanitary manner including the removal of graffiti. (Sections 16.05, 16.06 & 16.07)	\$100.00 per incident per day.
w.	Failure to properly cover materials in Collection vehicles. (Section 16.13)	\$300.00 per incident.
x.	Failure to have CONTRACTOR personnel in proper uniform or with proper identification. (Section 17.03)	\$100.00 per incident per day.
y.	Failure to have a vehicle operator properly licensed. (Section 17.04)	\$500.00 per incident per day.
z.	Failure to maintain office hours. (Section 20.01.1)	\$100.00 per incident per day.
aa.	Failure to provide a Spanish speaking Customer Service Representative. (Section 20.03)	\$150.00 per incident per day.
bb.	Failure to meet the Customer call requirements. (Sections 20.04 and 20.04.1)	\$150.00 per incident.
cc.	Failure to provide documents and reports in a timely manner. (Article 23 and Exhibit 7)	\$250.00 per incident per day.
dd.	Failure to provide accurate documents and reports. (Article 23 and Exhibit 7)	\$250.00 per incident.
ee.	Failure to correct submittal of inaccurate data within three (3) Work Days (or such other agreed to time) of notification by COUNTY. (Article 23).	\$500.00 per incident per day.

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LIQUIDATED DAMAGES		
Item		Amount
ff.	Failure to obtain any approval, consent or approval of COUNTY or to notify COUNTY when required. (Various Sections)	\$250.00 per failure / per day.
gg.	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in this Agreement. (Various Sections)	\$150.00 per incident per day.
hh.	Failure to provide HAZWOPER First Responder, Awareness Level training. (Section 17.07)	\$1,000.00 per employee per incident.

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24.04 Procedure for Assessing Liquidated Damages.

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24.04.1

COUNTY may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints. During the first sixty (60) days of the term of this Agreement, COUNTY will allow CONTRACTOR up to five (5) Work Days to cure certain events related to the provision of Collection Services prior to assessing liquidated damages as set forth herein. However, no such consideration shall be given to events that include improper commingling of materials or failure to deliver materials to designated facilities.

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24.04.2

Prior to assessing liquidated damages, COUNTY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of COUNTY relating to incident(s)/non-performance. CONTRACTOR may, within ten (10) Work Days after receiving notice, request a meeting with COUNTY to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide CONTRACTOR with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the COUNTY Board. The decision of the COUNTY Board shall be final and CONTRACTOR shall have been deemed to have exhausted its administrative remedies and can thereafter challenge the decision of the County Board in the Superior Court of the County of Monterey, State of California.

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24.04.3

COUNTY may assess liquidated damages for each calendar day or event, as appropriate, CONTRACTOR is determined to be liable in accordance with this Agreement.

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24.04.4

CONTRACTOR shall pay any liquidated damages assessed by COUNTY within ten (10) Work Day days after they are assessed. If they are not paid within the ten (10) day period, COUNTY may proceed against the letter of credit or performance bond required by the Agreement or terminate the franchise granted by this Agreement, or both.

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## Article 25. Compliance with Laws and Permits

25.01 Compliance with Law. CONTRACTOR shall comply, at its own expense, fully and faithfully with all local, state, and federal laws, ordinances, regulations and permit requirements, including the COUNTY Code as may be amended from time to time, applicable to its performance under this Agreement, or in any way related to CONTRACTOR'S performance of the services required under this Agreement.

25.02 Permits, Authorizations, and Licenses. CONTRACTOR shall obtain, and shall maintain throughout the term of this Agreement, at CONTRACTOR'S sole expense, all necessary permits, licenses, inspections, and approvals required for CONTRACTOR to perform all the work and services agreed to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall show proof of such permits, licenses, or approval and shall demonstrate compliance with the terms and conditions of such permits, license, or approvals upon request of COUNTY.

## Article 26. Independent CONTRACTOR

26.01 In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of COUNTY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to COUNTY employees. CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

## Article 27. Default of Agreement

27.01 Termination. COUNTY may cancel this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 34.05, upon the occurrence of any one of the following events:

27.01.1 Insolvency. CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

27.01.2 Bankruptcy. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

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2666                    27.01.3        Receivership. By, or pursuant to, or under the authority of any  
2667 legislative act, resolution or rule or any order or decree of any Court or governmental board,  
2668 agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control  
2669 of all or substantially all of the property of CONTRACTOR, and such possession or control  
2670 continues in effect for a period of sixty (60) calendar days; or

2671                    27.01.4        Refusal to pay liquidated damages. CONTRACTOR has  
2672 defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other  
2673 monies due COUNTY and said default is not cured within thirty (30) calendar days of receipt of  
2674 written notice by COUNTY to do so; or

2675                    27.01.5        Final Judgment Unsatisfied. CONTRACTOR has defaulted by  
2676 allowing any final judgment for the payment of money to COUNTY stand against it unsatisfied  
2677 and said default is not cured within thirty (30) calendar days of entry of judgment or receipt of  
2678 written notice by COUNTY to do so, whichever date occurs earlier; or

2679                    27.01.6        Failure to Perform. CONTRACTOR has failed or refused to  
2680 perform or observe the terms, conditions or covenants in this Agreement, including satisfactory  
2681 compliance with the requirements of the service levels prescribed herein, or any of the rules and  
2682 regulations promulgated by COUNTY pursuant thereto or has wrongfully failed or refused to  
2683 comply with the instructions of the Contract Administrator relative thereto and; said default is not  
2684 cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or, if by  
2685 reason of the nature of such default, the same cannot be remedied within thirty (30) calendar  
2686 days following receipt by CONTRACTOR of written demand from COUNTY to do so,  
2687 CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar  
2688 days following such written notice or having so commenced, fails thereafter to diligently pursue  
2689 a cure to the default.

2690                    27.02 Performance Bond or Letter of Credit. In the event that the monies due  
2691 COUNTY under Article 27.01.4 above or an unsatisfied final judgment under Article 27.01.5  
2692 above is the subject of a judicial proceeding, COUNTY may, at its option call the performance  
2693 bond or letter of credit, or hold CONTRACTOR in default of this Agreement. All bonds shall be  
2694 in the form acceptable to the COUNTY Attorney; or

2695                    27.03 Burden of Proof. In any dispute concerning failure to remedy or diligence in  
2696 pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate: (a) that the  
2697 default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with  
2698 diligence to cure said default, and such default will be cured within a reasonable period of time.

2699                    27.04 Interim Collection Services. In the event CONTRACTOR fails to provide  
2700 Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work  
2701 Day, COUNTY may secure CONTRACTOR'S equipment, records and other property used or  
2702 useful in providing Collection Services under this Agreement in order to provide interim  
2703 Collection Services until such time as the matter is resolved and CONTRACTOR is again able  
2704 to perform pursuant to this Agreement. If CONTRACTOR is unable for any reason or cause to  
2705 resume performance at the end of thirty (30) calendar days all liability of COUNTY under this  
2706 Agreement to CONTRACTOR shall cease and this Agreement may be deemed terminated by  
2707 COUNTY, and COUNTY shall retain equipment, records and other property used in providing  
2708 Collection Services on an interim basis until COUNTY has made other suitable arrangements  
2709 for the provision of Collection Services, which may include award of this Agreement to another  
2710 contractor.



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27.05 Business Records. In the event that the Agreement is terminated, CONTRACTOR shall furnish COUNTY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.

27.06 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event CONTRACTOR'S record of performance shows CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by CONTRACTOR in the opinion of COUNTY, and regardless of whether CONTRACTOR has corrected each individual condition of default, CONTRACTOR shall be deemed a "habitual violator". If CONTRACTOR is deemed a habitual violator in the opinion of COUNTY, CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. COUNTY shall thereupon issue CONTRACTOR a final warning citing the circumstances. Any single default by CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. A history of liquidated damages imposed pursuant to Article 24 may be used as a basis for deeming CONTRACTOR as a habitual violator. Any failure by COUNTY to have imposed liquidated damages where applicable shall not prevent COUNTY from considering CONTRACTOR'S underlying failures in any determination by COUNTY that CONTRACTOR shall be deemed as a habitual violator. In the event of any default, COUNTY may terminate this Agreement upon final, written notice of cancellation to CONTRACTOR, to be effective upon the date specified in COUNTY'S written notice to CONTRACTOR. All contractual fees due, plus any and all charges and interest, shall be payable to said date, and CONTRACTOR shall have no further rights. Immediately upon the specified date in such final notice, CONTRACTOR shall cease any further performance under this Agreement.

27.07 Effective Date. In the event of any of the events specified above, and except as otherwise provided in this Article, termination shall be effective upon the date specified in COUNTY'S written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease, and COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors for the Services specified in this Agreement. For failure to perform under the terms of this Agreement, CONTRACTOR shall reimburse COUNTY all direct and indirect costs of providing interim Collection Services.

27.08 Immediate Termination. COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond or letter of credit as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies and/or endorsements as required by this Agreement, or CONTRACTOR fails to provide the proof of insurance as required by this Agreement.

**27.09 Termination Cumulative.** COUNTY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

## Article 28. Assignment

28.01 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of

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COUNTY. COUNTY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of COUNTY shall be null and void and shall be grounds for COUNTY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease. COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment approved by COUNTY, the assignee shall fully assume all the duties, responsibilities and liabilities of CONTRACTOR set forth in this Agreement.

28.02 The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause.

28.03 For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty-one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

28.04 CONTRACTOR acknowledges that this Agreement involves rendering a vital service to COUNTY'S residents and businesses, and that COUNTY has selected CONTRACTOR to perform the services specified herein based on (i) CONTRACTOR'S experience, skill and reputation for conducting its Solid Waste Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste Collection Service practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to COUNTY under this Agreement. CONTRACTOR acknowledges that COUNTY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

## Article 29. Indemnities, Insurance, Bonds

### 29.01 Insurance.

#### 29.01.1 Coverage Requirements. Without limiting its Indemnities,

CONTRACTOR will secure and maintain insurance coverage meeting the following requirements. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage Requirements set forth in this Article 29, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required under this Article 29, or the COUNTY'S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within Article 29 shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented pursuant to section 29.01.4.2:

- "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 11/85 form, or a functional equivalent;

- all such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and

- all such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the County of Monterey, and its agents, officers, and/or employees.

CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within this Article 29 shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that the County of Monterey and its agents, officers, and employees shall be entitled to a dollar-one defense and indemnity as additional insureds.

In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

29.01.1.1 General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

- General Aggregate: \$6 million

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- 2842                   • Products/Completion Operations Aggregate:     \$6 million
- 2843                   • Personal and Advertising Injury:                     \$5 million
- 2844                   • Each Occurrence:   \$5 million

2845   The general liability policy must provide contractual liability  
2846 coverage for CONTRACTOR'S Indemnities under Section 29.02, by endorsement, schedule or  
2847 other documentation, if necessary to provide coverage.

2848   29.01.1.2     Pollution Legal Liability Coverage with a limit of not less than  
2849 \$ 50 million per occurrence, including any deductible or self-insured retention, covering loss  
2850 (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of  
2851 claims for bodily injury, property damage, and cleanup costs (including expenses required by  
2852 environmental laws or incurred by federal, state, or local governments or third parties) that arise  
2853 or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its  
2854 obligations under this AGREEMENT, including the loading, unloading, or transportation of  
2855 cargo/waste, and including a defense for all such claims. For the purpose of this subsection,  
2856 "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid,  
2857 gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis,  
2858 toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land,  
2859 the atmosphere, or any watercourse or body of water (including groundwater), provided the  
2860 conditions are not naturally present in the environment in the amounts or concentrations  
2861 discovered.

2862 The liability coverage for pollution must provide contractual liability coverage, by endorsement  
2863 or schedule, if necessary, for CONTRACTOR'S Indemnities.

2864   29.01.1.3     Automobile Liability Coverage

- 2865                   • written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent)  
2866                   with a limit of liability not less than \$10 million for each accident,  
2867                   including any deductibles or self-insured retentions;
- 2868                   • endorsed to delete the pollution and/or the asbestos exclusion and  
2869                   include pollution liability (using form CA 99 48 or its equivalent) for  
2870                   accidental spills and discharges while transporting and/or processing  
2871                   materials, unless such coverage is otherwise provided under the  
2872                   Pollution Legal Liability Coverage; and
- 2873                   • covering all Vehicles (any auto).

2874 If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other  
2875 coverage necessary to satisfy state or federal financial responsibility requirements.

2876   29.01.1.4     Workers' Compensation and Employers' Liability  
2877 insurance providing workers' compensation benefits required by the California Labor Code  
2878 or by any other state labor law, and for which CONTRACTOR is responsible, and  
2879 Employers' Liability coverage with limits of not less than the following:

- 2880                   • Each accident:   \$1 million
- 2881                   • Disease - policy limit:   \$1 million
- 2882                   • Disease - each employee:                                     \$1 million

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29.01.1.5 Blanket Crime Coverage including limits of not less than twenty-five million dollars (\$25 Million) for incidents of employee theft covering losses of Customer service charges received from Customers and held by Contractor prior to remittance of Contractor payment obligations therefrom to County, with the County to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected.

If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement under Article 27.

29.01.2 Insurer Qualifications. CONTRACTOR will secure insurance provided by an insurer that is acceptable to the COUNTY, is an admitted company in California, has a size category of VII or larger by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc. unless COUNTY provides written authorization to amend this requirement.

29.01.3 Insurance Coverage Requirements for Subcontractors. For each subcontractor performing Collection Services, CONTRACTOR shall be responsible for determining, and for providing evidence to the COUNTY upon its request, that either: 1) CONTRACTOR is maintaining insurance required by this Section protecting CONTRACTOR and COUNTY interests against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining that insurance itself.

29.01.4 Evidence of Coverage. CONTRACTOR will provide endorsements, schedules and other evidence of coverage with respect to CONTRACTOR and any subcontractor requested by and acceptable to the COUNTY, 1) on or before the Agreement execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Work Days of COUNTY'S request.

29.01.4.1 Certificates of Insurance. CONTRACTOR will provide certificates (or other evidence of coverage) containing at a minimum, the following information with respect to CONTRACTOR and any subcontractor:

(1) Agreement name: explicitly identify this Agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement;

(2) Types, policy numbers, policy effective / expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);

(3) Thirty (30) days' cancellation notice: contain the express condition that COUNTY must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance. Endorsements cannot contain mere

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"best effort" modifiers or relieve the insurer from its responsibility to give that notice and the CANCELLATION information on the certificate of insurance must delete language such as "failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives;"

(4) Deductibles and self-insured retentions: identify any deductible and self-insured retention. Upon COUNTY request, CONTRACTOR will reduce any self-insured retention as it applies to any COUNTY or provide a letter of credit, certificate of deposit or other financial assurance acceptable to COUNTY guaranteeing payment of all retained losses and related costs and expenses related to investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to COUNTY; and

(5) Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement execution date. CONTRACTOR must maintain that coverage for at least five (5) years after the termination date. Promptly upon COUNTY request, CONTRACTOR must provide COUNTY with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. CONTRACTOR shall continue to be responsible for having the COUNTY designated as an additional insured on all such policies.

29.01.4.2 Endorsements. CONTRACTOR must provide copies of the following endorsements or other documentation with respect to CONTRACTOR and any Subcontractor satisfactory to COUNTY; 1) additional insured endorsement to each liability policy, explicitly adding COUNTY and its "officers, agents, and employees" as additional insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by COUNTY and its officers and employees.

29.01.4.3 Schedules. CONTRACTOR must provide schedules or other evidence including, but not limited to, General Liability Insurance Policy form language that liability policies of CONTRACTOR and any Subcontractor provide contractual liability coverage for indemnities, such as listing this Agreement as an "insured contract."

29.01.4.4 Signature verification. At COUNTY'S request, CONTRACTOR must provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of coverage of CONTRACTOR and any subcontractor is authorized to do so and identifies his or her company affiliation and title. COUNTY may require complete copies of CONTRACTOR'S insurance policies at any time.

29.01.5 Notice of claims. If any Person makes a claim against CONTRACTOR or any subcontractor exceeding the amount of any deductibles or self-insured retentions, CONTRACTOR will promptly notify COUNTY of the claim.

29.02 CONTRACTOR Indemnity, Defense and Release.

29.02.1 General. CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work,



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2971 services, materials, or supplies in connection with the CONTRACTOR'S performance of its  
2972 obligations under this AGREEMENT, and from any and all claims, liabilities, and losses  
2973 occurring or resulting or alleged to be occurring or resulting, to any person, firm, or corporation  
2974 for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance  
2975 of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of  
2976 the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance"  
2977 includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S  
2978 officers, employees, agents and subcontractors.

2979 Notwithstanding anything to the contrary in the forgoing provision, the indemnity obligations of  
2980 CONTRACTOR herein shall not in any way extend to indemnifying and/or defending the  
2981 COUNTY for or against any claim, liability, damages, liens, penalties, or any costs or obligations  
2982 whatsoever arising from, or related to, the COUNTY'S setting of rates or fees under this  
2983 Agreement in connection with Proposition 218, Article XIIC and Article XIID of the California  
2984 Constitution. However, CONTRACTOR shall indemnify and/or defend the COUNTY in any and  
2985 all cases where CONTRACTOR has initiated a request for a rate or fee increase, which is  
2986 approved by the COUNTY Board of Supervisors and the COUNTY is named as a party in any  
2987 such claim, and/or administrative or litigation action.

2988                   29.02.2       Reimbursement of Enforcement Costs. If CONTRACTOR fails to  
2989 pay any Indemnities and that failure results in any costs to COUNTY, within fifteen (15) days of  
2990 COUNTY'S request, CONTRACTOR will pay COUNTY'S reimbursement costs for those costs.

2991                   29.02.3       Indemnity From Employee Dishonesty. If any payments received  
2992 by CONTRACTOR from Customers are lost, embezzled, or are otherwise improperly diverted  
2993 as a result of the dishonesty of any employee of CONTRACTOR, before CONTRACTOR  
2994 delivers the required remittance to the COUNTY from such payments, then CONTRACTOR  
2995 shall not be relieved of its responsibility to make such remittances to the COUNTY, and  
2996 CONTRACTOR shall indemnify and make whole the COUNTY from any such losses

2997                                   **Article 30. Performance Bond.**

2998                   30.01 Performance Bond. CONTRACTOR shall furnish, and keep current during the  
2999 term of this Agreement, a performance bond to ensure performance of this Agreement and each  
3000 and every condition of this Agreement in a form acceptable to COUNTY no more than thirty (30)  
3001 days after execution of this Agreement. The performance bond shall be equal to Five Million  
3002 Dollars (\$5,000,000) and remain in force for the duration of this Agreement. The premium for  
3003 the bond described above shall be paid by CONTRACTOR. The Surety or Sureties shall be a  
3004 company or companies satisfactory to COUNTY and shall be duly authorized to conduct  
3005 business in the State of California.

3006                   30.02 Letter of Credit. As an alternative to the performance bond required by Section  
3007 30.01, CONTRACTOR may provide for the issuance of an irrevocable standby letter of credit in  
3008 the amount of Five Million Dollars (\$5,000,000) by a bank approved by COUNTY in its sole  
3009 discretion (the "Bank"), for the benefit of COUNTY. The letter of credit must authorize the  
3010 beneficiary COUNTY to draw, in one or more drawings, not less than Five Million Dollars  
3011 (\$5,000,000) at the sole discretion of COUNTY.

3012                   30.02.1       THIS SECTION WILL SURVIVE THE TERMINATION OF THE  
3013 AGREEMENT. The form of the letter of credit, including the procedures for and place of

demand for payment and drawing certificate attached thereto, must be in a form acceptable to COUNTY. The letter of credit must be transferable to any successor or assign of COUNTY.

## Article 31. COUNTY Right to Perform Service

**31.01 Right to Perform.** In the event CONTRACTOR, for any reason whatsoever, fails, refuses, or is unable to Collect, transport, or Dispose of any or all Solid Waste, Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris which is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, any or all of these materials should accumulate in COUNTY to such an extent, in such a manner, or for such a time that COUNTY should find that such accumulation endangers or menaces the public health, safety, or welfare or upon CONTRACTOR default as set forth in Article 27, then COUNTY shall have the right, even if CONTRACTOR is not in breach of this Agreement, but not the obligation, upon twenty-four (24) hours prior written notice to CONTRACTOR during the period of such emergency as determined by COUNTY, (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to CONTRACTOR; and/or (ii) to take possession of any or all of CONTRACTOR owned equipment or licensed equipment and utilize other property owned by CONTRACTOR used or useful in the Collection, transportation, and Disposal or processing of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris and to use such property to Collect, transport, and Dispose any Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris generated within the Service Area which CONTRACTOR would otherwise be obligated to Collect, transport, and properly Dispose or process pursuant to this Agreement. In such an event, CONTRACTOR shall immediately make available to COUNTY a listing and description, including street names, of all Collection Service Collection routes.

**31.02 CONTRACTOR'S Notice.** Notice of CONTRACTOR'S failure, refusal, or neglect to Collect, transport, and properly Dispose or process Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris may be given verbally by telephone to CONTRACTOR at its principal office and shall be effective immediately. Written confirmation of such verbal notification shall be sent to CONTRACTOR within twenty-four (24) hours of the verbal notification.

**31.03** CONTRACTOR further agrees in such event:

**31.03.1** It will take direction from COUNTY to effect the transfer of possession of equipment and property to COUNTY for COUNTY'S use.

**31.03.2** It will, if COUNTY so requests, keep in good repair and condition all of such equipment, provide all such equipment all with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition.

**31.03.3** Subject to any labor agreements then in effect, COUNTY may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items,

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Construction and Demolition Debris and/or other materials, including, if COUNTY so desires, employees previously or then employed by CONTRACTOR. CONTRACTOR further agrees, if COUNTY so requests, to furnish COUNTY the services of any or all management or office personnel employed by CONTRACTOR whose services are necessary or useful for the provision of Collection Services and for the billing and Collection of fees for these services.

31.03.4 COUNTY agrees it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

31.03.5 If the interruption or discontinuance in service is caused by reason of Force Majeure as described herein, COUNTY shall pay to CONTRACTOR the reasonable rental value of equipment, possession of which is taken by COUNTY, for the period of COUNTY'S possession, if any, which extends beyond the period of time for which CONTRACTOR has rendered bills in advance of service, for the class of service involved. In any other circumstance where COUNTY provides service under this Article, COUNTY shall have no liability to CONTRACTOR and COUNTY will have all of the other remedies available to it under this Agreement or by law.

31.04 Temporary Possession of CONTRACTOR'S Equipment and Personnel. If COUNTY suffers an interruption or discontinuance of service, COUNTY may take possession of and use all of CONTRACTOR'S equipment and personnel described above until other suitable arrangements can be made for the provision of Collection Services which may include the grant of a franchise to another company.

31.05 Billing and Compensation to COUNTY During COUNTY'S Possession. During such time as COUNTY is providing Collection Services, as above provided, CONTRACTOR shall bill and collect payment from all users of the above-mentioned services. CONTRACTOR further agrees that, in such event, it shall reimburse COUNTY for any and all costs and expenses incurred by COUNTY in taking over possession of the above-mentioned equipment and property for Collection Services in such manner and to an extent as would otherwise be required of CONTRACTOR under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by COUNTY to CONTRACTOR of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.

31.06 COUNTY'S Right to Relinquish Possession. It is further mutually agreed COUNTY may, at any time, at its discretion, relinquish possession of any or all of the above-mentioned equipment or personnel to CONTRACTOR and thereupon demand CONTRACTOR resume Collection Services as provided in this Agreement, whereupon CONTRACTOR shall be bound to resume the same.

31.07 COUNTY'S Possession Not a Taking. COUNTY'S exercise of its rights under this Article (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of COUNTY to CONTRACTOR; and (iii) does not exempt CONTRACTOR from the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the sole negligence of COUNTY, its elective and appointive boards, commissions, officers, employees, agents and volunteers in the operation of Collection Service vehicles during the time COUNTY has taken possession of such Collection Service vehicles.

3102           31.08 Duration of COUNTY'S Possession. COUNTY'S right pursuant to this Article to  
3103 retain temporary possession of CONTRACTOR'S facilities and equipment and to render  
3104 Collection Services shall terminate when COUNTY determines such services can be resumed  
3105 by CONTRACTOR, or when COUNTY no longer reasonably requires such property or  
3106 equipment. In any case, COUNTY has no obligation to maintain possession of  
3107 CONTRACTOR'S property or equipment and/or continue its use for any period of time and may  
3108 at any time, in its sole discretion, relinquish possession to CONTRACTOR.

## 3109                           Article 32. Strikes and Similar Labor Actions

3110           32.01 Strikes. In the event of a strike or similar labor action, but not including a lockout  
3111 as set forth in Section 32.02 below, whereby employees of CONTRACTOR refuse to perform  
3112 work for CONTRACTOR at normally anticipated levels or efficiency (a "strike") which affects the  
3113 ability of CONTRACTOR to provide Collection Services within the Service Area in accordance  
3114 with this Agreement, the following guidelines shall apply:

3115                   32.01.1       In conjunction with the execution of this Agreement,  
3116 CONTRACTOR has discussed with COUNTY a strike contingency plan. From time to time  
3117 during the term of this Agreement, CONTRACTOR and COUNTY shall meet to discuss changes  
3118 to the strike contingency plan.

3119                   32.01.2       Within twelve (12) hours of notification to CONTRACTOR by labor  
3120 that it has authorized a strike, CONTRACTOR shall notify Contract Administrator, by phone and  
3121 email.

3122                   32.01.3       Within three (3) Work Days of a strike, if CONTRACTOR is not  
3123 providing Collection Services in accordance with normal scheduled pick ups, CONTRACTOR  
3124 shall meet with COUNTY to develop a strike implementation plan.

3125                   32.01.4       Within five (5) Work Days of a strike, if CONTRACTOR is not  
3126 providing Collection Services in accordance with the normal schedules and volumes set forth in  
3127 this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if  
3128 such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the  
3129 obligation, to bring in outside forces to provide Collection Services which are not being provided  
3130 by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses  
3131 (including administrative and overhead) incurred by COUNTY in this regard.

3132                   32.01.5       Within ten (10) Work Days of a strike, CONTRACTOR is to use  
3133 commercially reasonable efforts to bring in alternate work forces and provide Collection  
3134 Services in accordance with the normal schedules and volumes set forth in this Agreement, or  
3135 the schedules and volumes in the agreed-upon strike implementation plan, if such plan has  
3136 been agreed to by COUNTY.

3137                   32.01.5.1   In the event CONTRACTOR'S alternate work force is unable  
3138 to provide Collection Services in accordance with the normal schedules, volumes and routing  
3139 set forth in this Agreement, or the schedules, volumes and routing in the agreed-upon strike  
3140 implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the  
3141 right, but not the obligation, to bring in outside forces to provide Collection Services which are  
3142 not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and  
3143 indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.

3144                   32.01.6       In the event COUNTY elects to retain its own work force,  
3145 COUNTY shall discuss the alternatives with CONTRACTOR before retaining such work force.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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Once COUNTY retains its own work force, COUNTY shall periodically, but not more often than weekly, invoice CONTRACTOR for the reasonable direct and indirect expenses of retaining such outside services and CONTRACTOR shall reimburse COUNTY for such expenses within ten (10) Work Days of invoice. COUNTY shall have the right to charge CONTRACTOR interest on invoices which are unpaid after ten (10) Work Days at the rate of one and one half (1.5%) percent per month (not compounded).

32.01.6.1 In the event of a strike, regardless of when and what level a replacement work force is deployed by CONTRACTOR, CONTRACTOR shall not be subject to liquidated damages for the first ten (10) Work Days following the actual strike.

32.01.7 After thirty (30) calendar days, if there is a continuing failure to perform Collection Services, such failure to perform shall be considered a default under Article 27 and COUNTY can cancel this Agreement between COUNTY and CONTRACTOR. In such an event, COUNTY shall not waive its right to seek damages from CONTRACTOR for any increase in cost of Collection incurred by COUNTY as a result of the breach of this Agreement by CONTRACTOR and the consequential election by COUNTY to cancel this Agreement and move forward with Collection Services alternatives.

32.02 Lockout. The provisions of Section 32.01 shall not apply in the event of a lockout by CONTRACTOR. During such lockout period, CONTRACTOR shall be required to comply with all requirements of this Agreement and shall be subject to all provisions of this Agreement for non-compliance without exception and specifically including liquidated damages and default.

### Article 33. Transition to Next CONTRACTOR

33.01 Transition. In the event CONTRACTOR is not awarded an agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and any subsequent contractors to assure a smooth transition of Collection Services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of SFD, MFD and Commercial Customers; providing a complete inventory of all Cans, Carts, Bins, Compactors, and Roll-off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to remove or, to the extent required under the terms of this Agreement, transfer ownership of Cans, Carts, Bins, Compactors, and Roll-Off Containers as appropriate to COUNTY; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

### Article 34. General Requirements

34.01 Successors and Assigns. This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. The parties understand and agree that any Assignment of this Agreement shall be subject to Article 28 of this Agreement.

34.02 Compliance with Laws, Regulations, Ordinances and JPA Agreement. CONTRACTOR hereby agrees to abide with all applicable federal, state, and local laws, ordinances, and regulations. It is understood by CONTRACTOR that COUNTY has enacted local ordinances and is a member of two JPA's which have executed JPA Agreements for

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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3190 affecting a refuse control program. It is the responsibility of CONTRACTOR to become familiar  
3191 with such federal and state laws and regulations and local ordinances and the JPA Agreements.  
3192 The parties understand and agree that if any provision of federal or state law, local ordinances  
3193 or the JPA Agreements are in conflict with this Agreement, state and federal laws and  
3194 regulations, and local ordinances shall be the governing factor in regard to performance of this  
3195 Agreement. COUNTY and CONTRACTOR agree that COUNTY has made a good faith effort to  
3196 incorporate all material requirements of the current JPA Agreements into the provisions of this  
3197 Agreement. In the event future changes or additions to state or federal laws or regulations, or  
3198 local ordinances, or the JPA Agreements affect the performance of Collection Services as set  
3199 forth in this Agreement, such changes or additions shall be considered modifications to this  
3200 Agreement as set forth in Article 22 of this Agreement.

3201         34.03 Nondiscrimination. CONTRACTOR hereby agrees to abide by all local, state and  
3202 federal laws and regulations pertaining to discrimination in employment including that no person  
3203 shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin,  
3204 age, religion, political affiliations or any other non-merit based factors, be subject to  
3205 discrimination under this Agreement.

3206         34.04 Access to Records. CONTRACTOR shall permit access to its records of  
3207 employment, employment advertisements, application forms, and other pertinent data or  
3208 records relating to CONTRACTOR'S obligation under this Agreement, by the Fair Employment  
3209 Practices Commission, to COUNTY or any appropriate employee, department, or agent  
3210 designated by the Fair Employment Practices Commission or by COUNTY respectively, for the  
3211 purpose of investigating Contractor's compliance with the California Fair Employment Practices  
3212 Act in connection with this Agreement.

3213         34.05 Notices. Any and all notices to be given under this Agreement, or which any  
3214 party may desire to give to another, shall be in writing. Said notices shall be deemed to have  
3215 been duly given on the date of personal delivery to the other party's place of business as  
3216 designated below, as may be changed from time to time by written notice, or during regular  
3217 business hours on the date of facsimile to the parties specified below, or on the third day  
3218 following deposit in the mail in the County of Monterey, California, said deposit to be by  
3219 registered or certified mail, return receipt requested, postage prepaid, and addressed as set  
3220 forth below. In the case of a notice of communication by facsimile, the facsimile shall be sent to  
3221 the number specified below and a written copy shall be mailed or personally delivered within  
3222 three (3) Work Days of the transmittal of the facsimile.

3223         34.05.1         If to CONTRACTOR, notices required to be given by COUNTY to  
3224 CONTRACTOR will be deemed received by CONTRACTOR upon being deemed "delivered"  
3225 according to the provisions of this Section. Notice of Breach by COUNTY to CONTRACTOR  
3226 may be given to CONTRACTOR verbally or by telephone at the principal office if confirmed in  
3227 writing and delivered in person or by facsimile by noon the following day.

3228         34.05.2         Notice to CONTRACTOR shall be addressed to the following  
3229 addresses, as indicated:

3230 Name:         District Manager  
3231 Company:       Carmel Marina Corporation  
3232 Address:       11240 Commercial Parkway, Castroville, CA 95012  
3233 Telephone:     831-796-2296  
3234 Facsimile:     831-632-0491



Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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3235 and

3236 Name: Vice President and Group General Counsel  
3237 Company: Waste Management  
3238 Address: 7025 N. Scottsdale Road #200, Scottsdale, AZ 85253  
3239 Telephone: 480-624-8473  
3240 Facsimile: 832-668-3141

3241 34.05.3 If to COUNTY, to the name and address as indicated below:

3242 Name: Director of Health  
3243 Company: Monterey County  
3244 Address: 1270 Natividad Road, Room 5C, Salinas, CA 93906  
3245 Telephone: 831-755-4525  
3246 Facsimile: 831-755-4797

3247 and

3248 Name: Deputy County Counsel  
3249 Company: Monterey County  
3250 Address: 168 W. Alisal St. 3<sup>rd</sup> Floor, Salinas, CA 93901  
3251 Telephone: 831-755-5045  
3252 Facsimile: 831-755-5283

3253 34.05.4 Either party may designate a different mailing address or a  
3254 different facsimile number or telephone number by providing written notice to the other party as  
3255 provided in this Section.

3256 34.05.5 Notice by COUNTY to CONTRACTOR of a missed pick-up or a  
3257 Customer problem or complaint may be given to CONTRACTOR verbally, by telephone at  
3258 CONTRACTOR'S local office with written confirmation sent by facsimile or U.S. mail within  
3259 twenty-four (24) hours of the verbal notification.

3260 34.06 Severability. Should any article(s) or section(s), or any part thereof, later be  
3261 deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement  
3262 shall remain in full force and effect.

3263 34.07 No Use of COUNTY Name. CONTRACTOR will not do business as or use a  
3264 corporate, partnership, venture or other formal name, containing the name of COUNTY or  
3265 implying government ownership.

3266 34.08 Entire Agreement; Incorporation of Exhibits. This document incorporates and  
3267 includes all prior negotiations, correspondence, conversations, agreements, and understandings  
3268 applicable to the matters contained in this Agreement. The parties understand and agree that  
3269 there are no commitments, agreements, or understandings concerning the subject matter of this  
3270 Agreement that are not contained or referred to in this document. Accordingly, it is agreed that  
3271 no deviation from the terms of this Agreement shall be predicated upon any prior  
3272 representations or unreferenced agreements, whether verbal or written. This Agreement and  
3273 Exhibits 1-11, attached hereto and incorporated by this reference as though fully set forth herein  
3274 represent the entire agreement of COUNTY and CONTRACTOR with respect to the services to  
3275 be provided under this Agreement. No prior written or verbal statement or proposal shall alter  
3276 any term or provision of this Agreement.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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3277           34.09 Modification, Amendment or Rescission. This Agreement may be amended,  
3278 modified, or rescinded by a written agreement between CONTRACTOR and COUNTY which is  
3279 executed by their authorized representatives.

3280           34.10 Parties in Interest. Nothing in this Agreement, whether express or implied, is  
3281 intended to confer any rights on any persons other than the parties and their representatives,  
3282 successors, and permitted assigns.

3283           34.11 Advice of Counsel/Negotiated Agreement. Each of the parties has received the  
3284 advice of legal counsel prior to signing this Agreement. The parties understand and agree that  
3285 no provision or provisions of this Agreement may be subject to any rule of construction based  
3286 upon any party being considered the party "drafting" this Agreement.

3287           34.12 Interpretation. This Agreement shall be interpreted and construed reasonably in  
3288 light of the whole Agreement, and shall not be construed either strictly for or against either party,  
3289 regardless of the degree to which either party participated in its drafting.

3290           34.13 Headings and Font. Any caption or heading in this Agreement which  
3291 incorporates Exhibits 1-11 is for convenience of reference and does in any way control or affect  
3292 the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any  
3293 underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and  
3294 contract administration and does not in any way imply relative importance or unimportance of  
3295 any provision of this Agreement.

3296           34.14 Waiver. Waiver of any term or condition contained in this Agreement by any  
3297 party to this Agreement shall be in writing and shall not be construed as a waiver of a  
3298 subsequent breach or failure of the same term or condition or a waiver of any other term or  
3299 condition contained in the Agreement. The subsequent acceptance by COUNTY of any fee,  
3300 tax, or any other monies which become due from CONTRACTOR to COUNTY shall not be  
3301 deemed to be a waiver by COUNTY of any breach or violation of any term, covenant, or  
3302 condition of this Agreement.

3303           34.15 Incorporation of Recitals. The Recitals to this Agreement are hereby  
3304 incorporated into this Agreement.

## 3305                                   Article 35. Effective Date

3306           35.01 This Agreement shall become effective at such time as it is properly executed by  
3307 COUNTY and CONTRACTOR and CONTRACTOR shall begin Collection Services, as covered  
3308 herein, in the Service Area, as set forth in Exhibit 5, commencing on November 1, 2010.

## 3309                                   Article 36. Execution Of Agreement

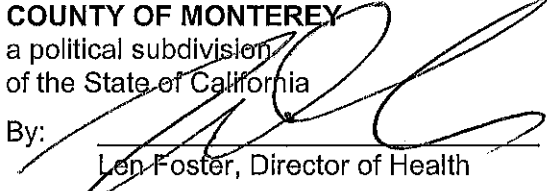
3310           36.01 Execution in Counterparts. This Agreement may be signed in any number of  
3311 original counterparts. All counterparts will constitute but one and the same Agreement.

### 3312           36.02 Authority to Execute.

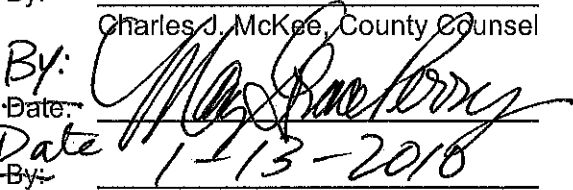
3313                   36.02.1           COUNTY warrants that its officers listed below have been duly  
3314 authorized to execute this Agreement on its behalf.

3315                   36.02.2           CONTRACTOR warrants that the individuals listed below have  
3316 been duly authorized to execute this Agreement on behalf of CONTRACTOR.


Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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3317 **COUNTY OF MONTEREY**  
3318 a political subdivision  
3319 of the State of California  
3320 By:   
3321 Len Foster, Director of Health  
3322 Date: 12-9-10  
3323

3324 APPROVED AS TO FORM & LEGALITY:

3325 By: \_\_\_\_\_  
3326 Charles J. McKee, County Counsel  
3327 By:   
3328 Date: 1-13-2010  
3329 Date: 1-13-2010  
3330 By: \_\_\_\_\_  
3331 Mary Grace Perry, Deputy  
3332

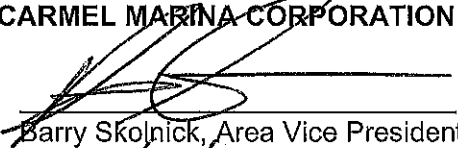
3333 APPROVED AS TO FISCAL PROVISIONS:

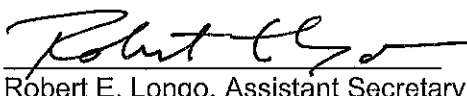
3334 By:   
3335 Auditor / Controller  
3336 Date: Jan. 12, 2010  
3337

3338 RISK MANAGEMENT  
3339 COUNTY OF MONTEREY  
3338 APPROVED AS TO LIABILITY PROVISIONS:  
3339 APPROVED AS TO INDEMNITY/  
3340 INSURANCE LANGUAGE

3340 By:   
3341 By: Risk Management  
3342 Date: 2/9/10  
3343

**USA WASTE OF CALIFORNIA, INC.**  
**DBA CARMEL MARINA CORPORATION**

By:   
Barry Skolnick, Area Vice President  
Date: 12/28/09

By:   
Robert E. Longo, Assistant Secretary  
and Group General Counsel  
Date: 12/28/09

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3345

## EXHIBITS

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Exhibit 1 Approved Rates and Charges

Effective November 1, 2010

The Board of Supervisors may amend the Rates, whereupon the amended Rates will automatically be deemed to apply to this Agreement without any further action. CONTRACTOR is deemed to have knowledge of applicable law, including such Rate resolutions or ordinances of the County Board. However, for convenience of administering this Agreement the Parties may from time to time amend this Attachment by attaching the most recent dated current Rate resolution or ordinance to this Attachment.

In addition, in accordance with Section 13.22 of this Agreement, if Customer requests Collection Services at a container capacity and/or Collection frequency not provided in the Rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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Form 1  
COLLECTION SERVICE RATES  
SFD COLLECTION SERVICE

**A. SFD COLLECTION SERVICE – CURBSIDE – Monthly Rates Including Franchise Fees**

1	Solid Waste Cart Sizes (gallons)	Can	20	35	64	96
2	SFD Collection Service Rate	<u>\$25.00</u>	<u>\$20.98</u>	<u>\$25.50</u>	<u>\$39.98</u>	<u>\$49.98</u>

**B. SUBSCRIPTION ROLL-OUT CART COLLECTION SERVICE - Monthly Surcharge Including Franchise Fees**

1	Solid Waste Cart Sizes (gallons)	20	35	64	96
2	Roll-Out Collection Surcharge (based on number of carts included in default service)	<u>\$19.13</u>	<u>\$19.13</u>	<u>\$19.13</u>	<u>\$19.13</u>

**C. ADDITIONAL SERVICES (Note: The additional service fees on lines C2 – C13 (except C8) should include franchise fees.)**

1	Cart Sizes (gallons)	Can	20	35	64	96
2	Extra Curbside Solid Waste Cart	<u>\$20.00</u>	<u>\$16.78</u>	<u>\$20.40</u>	<u>\$31.98</u>	<u>\$39.98</u>
3	Extra Curbside Recyclables Cart	<u>\$12.50</u>	<u>\$10.49</u>	<u>\$12.75</u>	<u>\$19.99</u>	<u>\$24.99</u>
4	Extra Curbside Green Waste Cart	<u>\$12.50</u>	<u>\$10.49</u>	<u>\$12.75</u>	<u>\$19.99</u>	<u>\$24.99</u>
5	Extra Roll-Out Solid Waste Cart	<u>\$26.38</u>	<u>\$23.16</u>	<u>\$26.78</u>	<u>\$38.36</u>	<u>\$46.36</u>
6	Extra Roll-Out Recyclables Cart	<u>\$18.88</u>	<u>\$16.87</u>	<u>\$19.13</u>	<u>\$26.37</u>	<u>\$31.37</u>
7	Extra Roll-Out Green Waste Cart	<u>\$18.88</u>	<u>\$16.87</u>	<u>\$19.13</u>	<u>\$26.37</u>	<u>\$31.37</u>
8	Difficult to Service Customers Percentage of base rate	<u>150%</u>				
9	Additional Cart Exchange	<u>\$71.25</u>	Each additional cart/occurrence			
10	Additional Cart Replacement	<u>\$71.25</u>	Each additional cart/occurrence			
11	Excess On-Call Collection Capacity	<u>\$50.00</u>	Each additional cubic yard (beyond the limits established)			
12	Additional On-Call Collection Service	<u>\$50.00</u>	Per cubic yard for service beyond the one (1) On-call service per Calendar Year established			
13	Un-containerized Material Surcharge	<u>\$0.50</u>	Each Gallon of Un-containerized Material			
14	Excess Missed Collections	<u>50.00</u>	Any missed collection greater than 2 each full or partial calendar year			

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Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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Form 2  
COLLECTION SERVICE RATES  
MFD CART COLLECTION SERVICE

**A. MFD CART COLLECTION SERVICE -- CURBSIDE Monthly Rates Including Franchise Fees**

1	Solid Waste Cart Sizes (gallons)	Can	20	35	64	96
2	MFD Collection Service Rate	<u>\$26.50</u>	<u>\$21.98</u>	<u>\$26.98</u>	<u>\$41.98</u>	<u>\$51.98</u>

**B. SUBSCRIPTION GREEN WASTE CART COLLECTION SERVICE - Monthly Surcharge Including Franchise Fees**

1	Green Waste Cart Sizes (gallons)			64	96
2	Green Waste Collection Surcharge			<u>\$20.99</u>	<u>\$25.99</u>

**C. ADDITIONAL SERVICES (Note: The additional service fees on lines D2 – D13, (except D8) should include franchise fees.)**

1	Cart Sizes (gallons)	Can	20	35	64	96
2	Extra Curbside Solid Waste Cart	<u>\$21.20</u>	<u>\$17.58</u>	<u>\$21.58</u>	<u>\$33.58</u>	<u>\$41.58</u>
3	Extra Curbside Recyclables Cart	<u>\$13.25</u>	<u>\$10.99</u>	<u>\$13.49</u>	<u>\$20.99</u>	<u>\$25.99</u>
4	Extra Curbside Green Waste Cart	<u>\$13.25</u>	<u>\$10.99</u>	<u>\$13.49</u>	<u>\$20.99</u>	<u>\$25.99</u>
5	Difficult to Service Customers – Percentage of base rate.	<u>150%</u>				
6	Additional Cart Exchange	<u>\$71.25</u>	Each service exchange			
7	Additional Cart Replacement	<u>\$71.25</u>	Each additional Cart replacement			
8	Excess On-Call Collection Capacity	<u>\$50.00</u>	Each additional cubic yard (beyond the limits established)			
9	Additional On-Call Collection Service Per Calendar Year	<u>\$50.00</u>	Per cubic yard for service beyond the one (1) On-call services per Calendar Year established			
10	Un-containerized Material Surcharge	<u>\$0.50</u>	Each gallon of un-containerized material			
11	Excess Missed Collections	<u>\$50.00</u>	Any missed collection greater than 2 each full or partial calendar year			

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Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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<p align="center"><b>Form 3A</b> <b>COLLECTION SERVICE RATES</b> <b>MFD BIN COLLECTION SERVICE in the MRWMD</b></p>						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
<b>A. MFD BIN COLLECTION SERVICE RATES - Including Franchise Fees</b>						
1 CY Bin	\$98.50	\$197.00	\$295.50	\$394.00	\$492.50	\$591.00
1.5 CY Bin	\$151.69	\$303.38	\$455.07	\$606.76	\$758.45	\$910.14
2 CY Bin	\$151.69	\$303.38	\$455.07	\$606.76	\$758.45	\$910.14
3 CY Bin	\$227.54	\$455.07	\$682.61	\$910.14	\$1,137.68	\$1,365.21
4 CY Bin	\$291.56	\$583.12	\$874.68	\$1,166.24	\$1,457.80	\$1,749.36
6 CY Bin	\$419.61	\$839.22	\$1,258.83	\$1,678.44	\$2,098.05	\$2,517.66
8 CY Bin	\$535.84	\$1,071.68	\$1,607.52	\$2,143.36	\$2,679.20	\$3,215.04
<b>B. MFD NON-COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees</b>						
6 CY Box	\$315.56	\$631.11	\$946.67	\$1,262.22	\$1,577.78	\$1,893.33
8 CY Box	\$363.78	\$727.56	\$1,091.33	\$1,455.11	\$1,818.89	\$2,182.67
10 CY Box	\$459.72	\$919.44	\$1,379.17	\$1,838.89	\$2,298.61	\$2,758.33
15 CY Box	\$459.72	\$919.44	\$1,379.17	\$1,838.89	\$2,298.61	\$2,758.33
20 CY Box	\$493.82	\$987.64	\$1,481.46	\$1,975.28	\$2,469.10	\$2,962.93
30 CY Box	\$560.50	\$1,121.00	\$1,681.50	\$2,241.99	\$2,802.49	\$3,362.99
40 CY Box	\$685.00	\$1,370.00	\$2,055.00	\$2,740.00	\$3,425.00	\$4,110.00
50 CY Box	\$820.14	\$1,640.28	\$2,460.42	\$3,280.56	\$4,100.69	\$4,920.83

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Note: Service Rate for Customers with multiple Bins shall be calculated by multiplying the Container size by the number of Containers required by Customer.

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**C. MFD COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees**

6 CY Box	<u>\$422.22</u>	<u>\$844.44</u>	<u>\$1,266.67</u>	<u>\$1,688.89</u>	<u>\$2,111.11</u>	<u>\$2,533.33</u>
8 CY Box	<u>\$470.94</u>	<u>\$941.89</u>	<u>\$1,412.83</u>	<u>\$1,883.78</u>	<u>\$2,354.72</u>	<u>\$2,825.67</u>
10 CY Box	<u>\$470.94</u>	<u>\$941.89</u>	<u>\$1,412.83</u>	<u>\$1,883.78</u>	<u>\$2,354.72</u>	<u>\$2,825.67</u>
20 CY Box	<u>\$661.86</u>	<u>\$1,323.71</u>	<u>\$1,985.57</u>	<u>\$2,647.42</u>	<u>\$3,309.28</u>	<u>\$3,971.14</u>
30 CY Box	<u>\$783.49</u>	<u>\$1,566.98</u>	<u>\$2,350.46</u>	<u>\$3,133.95</u>	<u>\$3,917.44</u>	<u>\$4,700.93</u>
40 CY Box	<u>\$907.64</u>	<u>\$1,815.28</u>	<u>\$2,722.92</u>	<u>\$3,630.56</u>	<u>\$4,538.19</u>	<u>\$5,445.83</u>
50 CY Box	<u>\$1,089.41</u>	<u>\$2,178.82</u>	<u>\$3,268.23</u>	<u>\$4,357.64</u>	<u>\$5,447.05</u>	<u>\$6,536.46</u>

**D. ADDITIONAL SERVICES (Note: The additional service rates on lines D1 – D10 should include franchise fees.)**

1. Push Rates	1-25 ft	26-49 ft	50-75 Ft	76-100 ft	101-125 ft	126+ ft
	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$75.00</u>	<u>\$100.00</u>	<u>\$125.00</u>	<u>\$150.00</u>
2. Cart or Bin Cleaning	<b>Each Occurrence</b>					
	Cart	<u>\$71.25</u>	1 – 4 CY Bin Size	<u>\$112.50</u>	5+ CY Bin Size	<u>\$112.50</u>
3. Green Waste Collection		<u>\$0.40</u>			Per Gallon	
4. Extra Recyclable Cart		<u>\$0.40</u>			Per Gallon	
5. Extra Recyclable Bin		<u>\$40.00</u>			Per Cubic Yard	
6. Additional Bin Exchange		<u>\$75.00</u>			Each additional service exchange	
7. Additional Bin Replacement		<u>\$450.00</u>			Each additional Bin replacement	
8. Additional Cart Exchange		<u>\$71.25</u>			Each additional service exchange	
9. Additional Cart Replacement		<u>\$71.25</u>			Each additional Cart replacement	
10. Excess On-Call Collection Capacity		<u>\$93.75</u>			Each additional cubic yard (beyond the limits established)	
11. Additional On-Call Collection Service		<u>\$93.75</u>			Per Cubic Yard	
12. Un-containerized Material Surcharge		<u>\$0.50</u>			Each Gallon of Un-containerized Material	
13. Excess Missed Collections		<u>50.00</u>			Any missed collection greater than 2 each full or partial calendar year	

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<p align="center"><b>Form 3B</b> <b>COLLECTION SERVICE RATES</b> <b>MFD BIN COLLECTION SERVICE in the SVSWA</b></p>						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
<b>A. MFD BIN COLLECTION SERVICE RATES - Including Franchise Fees</b>						
1 CY Bin	\$145.00	\$290.00	\$435.00	\$580.00	\$725.00	\$870.00
1.5 CY Bin	\$232.00	\$464.00	\$696.00	\$928.00	\$1,160.00	\$1,392.00
2 CY Bin	\$232.00	\$464.00	\$696.00	\$928.00	\$1,160.00	\$1,392.00
3 CY Bin	\$334.95	\$669.90	\$1,004.85	\$1,339.80	\$1,674.75	\$2,009.70
4 CY Bin	\$429.20	\$858.40	\$1,287.60	\$1,716.80	\$2,146.00	\$2,575.20
6 CY Bin	\$617.70	\$1,235.40	\$1,853.10	\$2,470.80	\$3,088.50	\$3,706.20
8 CY Bin	\$788.80	\$1,577.60	\$2,366.40	\$3,155.20	\$3,944.00	\$4,732.80
<b>B. MFD NON-COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees</b>						
6 CY Box	\$366.67	\$733.33	\$1,100.00	\$1,466.67	\$1,833.33	\$2,200.00
8 CY Box	\$416.67	\$833.33	\$1,250.00	\$1,666.67	\$2,083.33	\$2,500.00
10 CY Box	\$555.56	\$1,111.11	\$1,666.67	\$2,222.22	\$2,777.78	\$3,333.33
15 CY Box	\$555.56	\$1,111.11	\$1,666.67	\$2,222.22	\$2,777.78	\$3,333.33
20 CY Box	\$638.89	\$1,277.78	\$1,916.67	\$2,555.56	\$3,194.44	\$3,833.33
30 CY Box	\$662.41	\$1,324.82	\$1,987.23	\$2,649.64	\$3,312.06	\$3,974.47
40 CY Box	\$809.40	\$1,618.80	\$2,428.20	\$3,237.60	\$4,047.00	\$4,856.40
50 CY Box	\$1,008.89	\$2,017.78	\$3,026.67	\$4,035.56	\$5,044.44	\$6,053.33

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Note: Service Rate for Customers with multiple Bins shall be calculated by multiplying the Container size by the number of Containers required by Customer.



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**C. MFD COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees**

6 CY Box	<u>\$450.00</u>	<u>\$900.00</u>	<u>\$1,350.00</u>	<u>\$1,800.00</u>	<u>\$2,250.00</u>	<u>\$2,700.00</u>
8 CY Box	<u>\$501.94</u>	<u>\$1,003.89</u>	<u>\$1,505.83</u>	<u>\$2,007.78</u>	<u>\$2,509.72</u>	<u>\$3,011.67</u>
10 CY Box	<u>\$501.94</u>	<u>\$1,003.89</u>	<u>\$1,505.83</u>	<u>\$2,007.78</u>	<u>\$2,509.72</u>	<u>\$3,011.67</u>
20 CY Box	<u>\$583.38</u>	<u>\$1,166.75</u>	<u>\$1,750.13</u>	<u>\$2,333.51</u>	<u>\$2,916.88</u>	<u>\$3,500.26</u>
30 CY Box	<u>\$1,041.94</u>	<u>\$2,083.88</u>	<u>\$3,125.82</u>	<u>\$4,167.76</u>	<u>\$5,209.70</u>	<u>\$6,251.64</u>
40 CY Box	<u>\$1,054.31</u>	<u>\$2,108.61</u>	<u>\$3,162.92</u>	<u>\$4,217.22</u>	<u>\$5,271.53</u>	<u>\$6,325.83</u>
50 CY Box	<u>\$1,263.99</u>	<u>\$2,527.99</u>	<u>\$3,791.98</u>	<u>\$5,055.97</u>	<u>\$6,319.97</u>	<u>\$7,583.96</u>

**D. ADDITIONAL SERVICES (Note: The additional service rates on lines D1 – D10 should include franchise fees.)**

1. Push Rates	1-25 ft	26-49 ft	50-75 Ft	76-100 ft	101-125 ft	126+ ft
	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$75.00</u>	<u>\$100.00</u>	<u>\$125.00</u>	<u>\$150.00</u>
2. Cart or Bin Cleaning	<b>Each Occurrence</b>					
	Cart	<u>\$71.25</u>	1 – 4 CY Bin Size	<u>\$112.50</u>	5+ CY Bin Size	<u>\$112.50</u>
3. Green Waste Collection			<u>\$0.40</u>	Per Gallon		
4. Extra Recyclable Cart			<u>\$0.40</u>	Per Gallon		
5. Extra Recyclable Bin			<u>\$40.00</u>	Per Cubic Yard		
6. Additional Bin Exchange			<u>\$75.00</u>	Each additional service exchange		
7. Additional Bin Replacement			<u>\$450.00</u>	Each additional Bin replacement		
8. Additional Cart Exchange			<u>\$71.25</u>	Each additional service exchange		
9. Additional Cart Replacement			<u>\$71.25</u>	Each additional Cart replacement		
10. Excess On-Call Collection Capacity			<u>\$93.75</u>	Each additional cubic yard (beyond the limits established)		
11. Additional On-Call Collection Capacity			<u>\$93.75</u>	Per Cubic Yard		
11. Un-containerized Material Surcharge			<u>\$0.50</u>	Each Gallon of Un-containerized Material		
12. Excess Missed Collections			<u>\$50.00</u>	Any missed collection greater than 2 each full or partial calendar year		

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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Form 4  
COLLECTION SERVICE RATES

COMMERCIAL CART COLLECTION SERVICE

A. COMMERCIAL CART COLLECTION SERVICE – CURBSIDE – Monthly Rates Including Franchise Fees

1	Solid Waste Cart Sizes (gallons)	Can	20	35	64	96
2	Commercial Collection Service Rate	<u>\$26.50</u>	<u>\$21.98</u>	<u>\$26.98</u>	<u>\$41.98</u>	<u>\$51.98</u>

B. SUBSCRIPTION GREEN WASTE CART COLLECTION SERVICE - Monthly Surcharge Including Franchise Fees

1	Green Waste Cart Sizes (gallons)				64	96
2	Green Waste Collection Surcharge				<u>\$20.99</u>	<u>\$25.99</u>

C. ADDITIONAL SERVICES (Note: The additional service fees on lines C2 – C7 should include franchise fees.)

1	Cart Sizes (gallons)	Can	20	35	64	96
2	Extra Solid Waste Cart	<u>\$21.20</u>	<u>\$17.58</u>	<u>\$21.58</u>	<u>\$33.58</u>	<u>\$41.58</u>
3	Extra Recyclables Cart	<u>\$13.25</u>	<u>\$10.99</u>	<u>\$13.49</u>	<u>\$20.99</u>	<u>\$25.99</u>
4	Extra Green Waste Cart				<u>\$20.99</u>	<u>\$25.99</u>
5	Additional Cart Exchange	<u>\$71.25</u>	Each service exchange			
6	Additional Cart Replacement	<u>\$71.25</u>	Each additional Cart replacement			
7	Subscription On-Call Collection Service	<u>\$93.75</u>	Per cubic yard			
8	Un-containerized Material Surcharge	<u>\$0.50</u>	Each Gallon of un-containerized material			
9	Excess Missed Collections	<u>\$50.00</u>	Any missed collection greater than 2 each full or partial calendar year			
10	Service Collections in Excess of Once Per Week – Percentage of base rate	<u>200%</u>	Each Service Collection in Excess of Once Per Week			

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Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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Form 5A COLLECTION SERVICE RATES						
COMMERCIAL BIN COLLECTION SERVICE in the MRWMD						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
<b>A. COMMERCIAL BIN COLLECTION SERVICE RATES - Including Franchise Fees</b>						
1 CY Bin	\$98.50	\$197.00	\$295.50	\$394.00	\$492.50	\$591.00
1.5 CY Bin	\$151.69	\$303.38	\$455.07	\$606.76	\$758.45	\$910.14
2 CY Bin	\$151.69	\$303.38	\$455.07	\$606.76	\$758.45	\$910.14
3 CY Bin	\$227.54	\$455.07	\$682.61	\$910.14	\$1,137.68	\$1,365.21
4 CY Bin	\$291.56	\$583.12	\$874.68	\$1,166.24	\$1,457.80	\$1,749.36
6 CY Bin	\$419.61	\$839.22	\$1,258.83	\$1,678.44	\$2,098.05	\$2,517.66
8 CY Bin	\$535.84	\$1,071.68	\$1,607.52	\$2,143.36	\$2,679.20	\$3,215.04
<b>B. COMMERCIAL NON-COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees</b>						
6 CY Box	\$315.56	\$631.11	\$946.67	\$1,262.22	\$1,577.78	\$1,893.33
8 CY Box	\$363.78	\$727.56	\$1,091.93	\$1,455.11	\$1,818.89	\$2,182.67
10 CY Box	\$459.72	\$919.44	\$1,379.17	\$1,838.89	\$2,298.61	\$2,758.33
15 CY Box	\$459.72	\$919.44	\$1,379.17	\$1,838.89	\$2,298.61	\$2,758.33
20 CY Box	\$493.82	\$987.64	\$1,481.46	\$1,975.28	\$2,469.10	\$2,962.93
30 CY Box	\$560.50	\$1,121.00	\$1,681.50	\$2,241.99	\$2,802.49	\$3,362.99
40 CY Box	\$685.00	\$1,370.00	\$2,055.00	\$2,740.00	\$3,425.00	\$4,110.00
50 CY Box	\$820.14	\$1,640.28	\$2,460.42	\$3,280.56	\$4,100.69	\$4,920.83

- 3379 Note: Service Rate for Customers with multiple Bins shall be calculated by multiplying the  
3380 Container size by the number of Containers required by Customer.

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<b>C. COMMERCIAL COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees</b>						
6 CY Box	<u>\$422.22</u>	<u>\$844.44</u>	<u>\$1,266.67</u>	<u>\$1,688.89</u>	<u>\$2,111.11</u>	<u>\$2,533.33</u>
8 CY Box	<u>\$470.94</u>	<u>\$941.89</u>	<u>\$1,412.83</u>	<u>\$1,883.78</u>	<u>\$2,354.72</u>	<u>\$2,825.67</u>
10 CY Box	<u>\$470.94</u>	<u>\$941.89</u>	<u>\$1,412.83</u>	<u>\$1,883.78</u>	<u>\$2,354.72</u>	<u>\$2,825.67</u>
20 CY Box	<u>\$661.86</u>	<u>\$1,323.71</u>	<u>\$1,985.57</u>	<u>\$2,647.42</u>	<u>\$3,309.28</u>	<u>\$3,971.14</u>
30 CY Box	<u>\$783.49</u>	<u>\$1,566.98</u>	<u>\$2,350.46</u>	<u>\$3,133.95</u>	<u>\$3,917.44</u>	<u>\$4,700.93</u>
40 CY Box	<u>\$907.64</u>	<u>\$1,815.28</u>	<u>\$2,722.92</u>	<u>\$3,630.56</u>	<u>\$4,538.19</u>	<u>\$5,445.83</u>
50 CY Box	<u>\$1,089.41</u>	<u>\$2,178.82</u>	<u>\$3,268.23</u>	<u>\$4,357.64</u>	<u>\$5,447.05</u>	<u>\$6,536.46</u>
<b>D. ADDITIONAL SERVICES (Note: The additional service rates on lines D1 – D10 should include franchise fees.)</b>						
1. Push Rates	1-25 ft	26-49 ft	50-75 Ft	76-100 ft	101-125 ft	126+ ft
	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$75.00</u>	<u>\$100.00</u>	<u>\$125.00</u>	<u>\$150.00</u>
2. Cart or Bin Cleaning	<b>Each Occurrence</b>					
	Cart	<u>\$71.25</u>	1 – 4 CY Bin Size	<u>\$112.50</u>	5+ CY Bin Size	<u>\$112.50</u>
3. Green Waste Collection			<u>\$0.40</u>	Per Gallon		
4. Extra Recyclable Cart			<u>\$0.40</u>	Per Gallon		
5. Extra Recyclable Bin			<u>\$40.00</u>	Per Cubic Yard		
6. Additional Bin Exchange			<u>\$75.00</u>	Each additional service exchange		
7. Additional Bin Replacement			<u>\$450.00</u>	Each additional Bin replacement		
8. Additional Cart Exchange			<u>\$71.25</u>	Each additional service exchange		
9. Additional Cart Replacement			<u>\$71.25</u>	Each additional Cart replacement		
10. Subscription On-Call Collection Service			<u>\$93.75</u>	Per Cubic Yard		
10. Un-containerized Material Surcharge			<u>\$0.50</u>	Each Gallon of un-containerized material		
11. Excess Missed Collections			<u>\$50.00</u>	Any missed collection greater than 2 each full or partial calendar year		

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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Form 5B COLLECTION SERVICE RATES COMMERCIAL BIN COLLECTION SERVICE in the SVSWA						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
<b>A. COMMERCIAL BIN COLLECTION SERVICE RATES - Including Franchise Fees</b>						
1 CY Bin	\$145.00	\$290.00	\$435.00	\$580.00	\$725.00	\$870.00
1.5 CY Bin	\$232.00	\$464.00	\$696.00	\$928.00	\$1,160.00	\$1,392.00
2 CY Bin	\$232.00	\$464.00	\$696.00	\$928.00	\$1,160.00	\$1,392.00
3 CY Bin	\$334.95	\$669.90	\$1,004.85	\$1,339.80	\$1,674.75	\$2,009.70
4 CY Bin	\$429.20	\$858.40	\$1,287.60	\$1,716.80	\$2,146.00	\$2,575.20
6 CY Bin	\$617.70	\$1,235.40	\$1,853.10	\$2,470.80	\$3,088.50	\$3,706.20
8 CY Bin	\$788.80	\$1,577.60	\$2,366.40	\$3,155.20	\$3,944.00	\$4,732.80
<b>B. COMMERCIAL NON-COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees</b>						
6 CY Box	\$366.67	\$733.33	\$1,100.00	\$1,466.67	\$1,833.33	\$2,200.00
8 CY Box	\$416.67	\$833.33	\$1,250.00	\$1,666.67	\$2,083.33	\$2,500.00
10 CY Box	\$555.56	\$1,111.11	\$1,666.67	\$2,222.22	\$2,777.78	\$3,333.33
15 CY Box	\$555.56	\$1,111.11	\$1,666.67	\$2,222.22	\$2,777.78	\$3,333.33
20 CY Box	\$638.89	\$1,277.78	\$1,916.67	\$2,555.56	\$3,194.44	\$3,833.33
30 CY Box	\$662.41	\$1,324.82	\$1,987.23	\$2,649.64	\$3,312.06	\$3,974.47
40 CY Box	\$809.40	\$1,618.80	\$2,428.20	\$3,237.60	\$4,047.00	\$4,856.40
50 CY Box	\$1,008.89	\$2,017.78	\$3,026.67	\$4,035.56	\$5,044.44	\$6,053.33

3383 Note: Service Rate for Customers with multiple Bins shall be calculated by multiplying the C  
3384 Container size by the number of Containers required by Customer.

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<b>C. COMMERCIAL COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees</b>						
6 CY Box	<u>\$450.00</u>	<u>\$900.00</u>	<u>\$1,350.00</u>	<u>\$1,800.00</u>	<u>\$2,250.00</u>	<u>\$2,700.00</u>
8 CY Box	<u>\$501.94</u>	<u>\$1,003.89</u>	<u>\$1,505.83</u>	<u>\$2,007.78</u>	<u>\$2,509.72</u>	<u>\$3,011.67</u>
10 CY Box	<u>\$501.94</u>	<u>\$1,003.89</u>	<u>\$1,505.83</u>	<u>\$2,007.78</u>	<u>\$2,509.72</u>	<u>\$3,011.67</u>
20 CY Box	<u>\$583.38</u>	<u>\$1,166.75</u>	<u>\$1,750.13</u>	<u>\$2,333.51</u>	<u>\$2,916.88</u>	<u>\$3,500.26</u>
30 CY Box	<u>\$1,041.94</u>	<u>\$2,083.88</u>	<u>\$3,125.82</u>	<u>\$4,167.76</u>	<u>\$5,209.70</u>	<u>\$6,251.64</u>
40 CY Box	<u>\$1,054.31</u>	<u>\$2,108.61</u>	<u>\$3,162.92</u>	<u>\$4,217.22</u>	<u>\$5,271.53</u>	<u>\$6,325.83</u>
50 CY Box	<u>\$1,263.99</u>	<u>\$2,527.99</u>	<u>\$3,791.98</u>	<u>\$5,055.97</u>	<u>\$6,319.97</u>	<u>\$7,583.96</u>
<b>D. ADDITIONAL SERVICES (Note: The additional service rates on lines D1 – D10 should include franchise fees.)</b>						
1. Push Rates	1-25 ft	26-49 ft	50-75 Ft	76-100 ft	101-125 ft	126+ ft
	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$75.00</u>	<u>\$100.00</u>	<u>\$125.00</u>	<u>\$150.00</u>
2. Cart or Bin Cleaning	<b>Each Occurrence</b>					
	Cart	<u>\$71.25</u>	1 – 4 CY Bin Size	<u>\$112.50</u>	5+ CY Bin Size	<u>\$112.50</u>
3. Green Waste Collection			<u>\$0.40</u>	Per Gallon		
4. Extra Recyclable Cart			<u>\$0.40</u>	Per Gallon		
5. Extra Recyclable Bin			<u>\$40.00</u>	Per Cubic Yard		
6. Additional Bin Exchange			<u>\$75.00</u>	Each additional service exchange		
7. Additional Bin Replacement			<u>\$450.00</u>	Each additional Bin replacement		
8. Additional Cart Exchange			<u>\$71.25</u>	Each additional service exchange		
9. Additional Cart Replacement			<u>\$71.25</u>	Each additional Cart replacement		
10. Subscription On-Call Collection Service			<u>\$93.75</u>	Per Cubic Yard		
11. Un-containerized Material Surcharge			<u>\$0.50</u>	Each Gallon of un-containerized material		
12. Excess Missed Collections			<u>\$50.00</u>	Any missed collection greater than 2 each full or partial calendar year		



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Form 6 ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE	
Container Size	Collection Frequency
<b>A. ON-CALL BIN COLLECTION SERVICE RATES PER PULL - Including Franchise Fees BUT NOT INCLUDING COST OF DISPOSAL</b>	
1 CY Bin	<u>\$93.32</u>
1.5 CY Bin	<u>\$141.32</u>
2 CY Bin	<u>\$141.32</u>
3 CY Bin	<u>\$211.98</u>
4 CY Bin	<u>\$270.83</u>
6 CY Bin	<u>\$388.51</u>
8 CY Bin	<u>\$494.37</u>
<b>B. ROLL-OFF NON-COMPACTED BOX COLLECTION SERVICE RATES PER PULL – Including Franchise Fees BUT NOT INCLUDING COST OF DISPOSAL</b>	
6 CY Box	<u>\$255.56</u>
7 to 10 CY Box	<u>\$277.78</u>
11 to 20 CY Box	<u>\$333.33</u>
21 to 30 CY Box	<u>\$411.11</u>
31 to 40 CY Box	<u>\$500.00</u>
41 to 50 CY Box	<u>\$589.89</u>
<b>C. ROLL-OFF COMPACTED BOX COLLECTION SERVICE RATES PER PULL – Including Franchise Fees BUT NOT INCLUDING COST OF DISPOSAL</b>	
6 CY Box	<u>\$319.44</u>
8 CY Bin	<u>\$347.22</u>

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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**Form 6**  
**ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE**

Container Size	Collection Frequency
7 to 10 CY Box	<u>\$347.22</u>
11 to 20 CY Box	<u>\$416.67</u>
21 to 30 CY Box	<u>\$513.89</u>
31 to 40 CY Box	<u>\$625.00</u>
41 to 50 CY Box	<u>\$736.11</u>

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

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<b>Form 7A LARGE VENUE ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE in the MRWMD</b>		
Container Size		Collection Frequency
<b>A. ON-CALL BIN COLLECTION SERVICE RATES PER PULL - Including Franchise Fees <u>AND</u> COST OF DISPOSAL</b>		
1 CY Bin		<u>\$98.50</u>
1.5 CY Bin		<u>\$151.69</u>
2 CY Bin		<u>\$151.69</u>
3 CY Bin		<u>\$227.54</u>
4 CY Bin		<u>\$291.56</u>
6 CY Bin		<u>\$419.61</u>
8 CY Bin		<u>\$535.84</u>
<b>B. ROLL-OFF NON-COMPACTED BOX COLLECTION SERVICE RATES PER PULL – Including Franchise Fees <u>AND</u> COST OF DISPOSAL</b>		
6 CY Box		<u>\$315.56</u>
7 to 10 CY Box		<u>\$363.78</u>
11 to 20 CY Box		<u>\$493.82</u>
21 to 30 CY Box		<u>\$560.50</u>
31 to 40 CY Box		<u>\$685.00</u>
41 to 50 CY Box		<u>\$820.14</u>
<b>C. ADDITIONAL SERVICES</b>		
1. Extra Recycling Capacity	<u>\$40.00</u>	Per Cubic Yard

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Form 7B LARGE VENUE		
ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE in the SVSWA		
Container Size		Collection Frequency
A. ON-CALL BIN COLLECTION SERVICE RATES PER PULL - Including Franchise Fees <u>AND</u> COST OF DISPOSAL		
1 CY Bin		\$145.00
1.5 CY Bin		\$232.00
2 CY Bin		\$232.00
3 CY Bin		\$334.95
4 CY Bin		\$429.20
6 CY Bin		\$617.70
8 CY Bin		\$788.80
B. ROLL-OFF NON-COMPACTED BOX COLLECTION SERVICE RATES PER PULL – Including Franchise Fees <u>AND</u> COST OF DISPOSAL		
6 CY Box		\$366.67
7 to 10 CY Box		\$416.67
11 to 20 CY Box		\$638.89
21 to 30 CY Box		\$662.41
31 to 40 CY Box		\$809.40
41 to 50 CY Box		\$1,008.89
C. ADDITIONAL SERVICES		
1. Extra Recycling Capacity	\$40.00	Per Cubic Yard

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<b>Form 8</b> <b>MAXIMUM RATES</b> <b>EMERGENCY SERVICE RATES - EMPLOYEES</b>	
<b>Labor Position</b>	<b>Hourly Rate</b>
Driver	<u>\$150.00</u>
Supervisor	<u>\$175.00</u>
Helper	<u>\$100.00</u>

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<b>Form 9</b> <b>MAXIMUM RATES</b> <b>EMERGENCY SERVICE RATES - EQUIPMENT</b>		
<b>Equipment Type</b>	<b>Make &amp; Model</b>	<b>Hourly Rate</b>
Side Loader	Autocar	<u>\$150.00</u>
Commercial Front End Loader	Autocar	<u>\$175.00</u>
Rear End Loader	Autocar	<u>\$150.00</u>
Roll Off	Autocar	<u>\$150.00</u>
Flat Bed Truck	Autocar	<u>\$75.00</u>

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Form 10 ANCILLARY FEES AND SURCHARGES	
Equipment Type	Hourly Rate
The following fees and surcharges include franchise fees.	
Lock Fee for Bin or Enclosure	<u>Greater of \$25.00 per month per enclosure or \$10.00 per month per bin</u>
Roll-off Relocation Fee	<u>\$100.00</u>
Roll-off Dry Run Fee	<u>\$150.00</u>
Roll-off Demurrage Fee per day (after 5 Work Days)	<u>\$10.00</u>
Delivery of Backyard Composting Bins	<u>\$100.00</u>
Discount for Customer-owned Compactor	<u>\$0.00</u>
Hourly Standby Fee for Roll Off Box Vehicle and Driver	<u>\$200.00</u>
Daily Standby Fee for Roll Off Box Vehicle and Driver	<u>\$1,200.00</u>
The following fees and surcharges do NOT include franchise fees.	
NSF Fee	<u>\$25.00</u>
Delinquent Account Charge	<u>Greater of \$5.00 or 1.5% per month not compounded</u>
Collection Vehicle Travel Costs per Mile	<u>\$7.00</u>
Account Reactivation Fee after County Approved Service Suspension	<u>\$25.00</u>

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Form 11 DISPOSAL COSTS PER GALLON AND CUBIC YARD	
Form	Cost
<i>Form 1, the average disposal cost per gallon.</i>	<u>\$0.03</u>
<i>Form 2 the average disposal cost per gallon.</i>	<u>\$0.03</u>
<i>Form 3A the average disposal cost per cubic yard in MRWMD.</i>	<u>\$2.78</u>
<i>Form 3B the average disposal cost per cubic yard in SVSWA.</i>	<u>\$3.78</u>
<i>Form 4 the average disposal cost per gallon.</i>	<u>\$0.03</u>
<i>Form 5A the average disposal cost per cubic yard in MRWMD.</i>	<u>\$2.78</u>
<i>Form 5B the average disposal cost per cubic yard in SVSWA.</i>	<u>\$3.78</u>
<i>For Form 7A the average disposal cost per cubic yard in MRWMD.</i>	<u>\$2.78</u>
<i>Form 7B the average disposal cost per cubic yard in SVSWA.</i>	<u>\$3.78</u>

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## Exhibit 2 Refuse Rate Index

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3402 The "Refuse Rate Index" adjustment shall be calculated in the following manner:

3403 The expenses of the Collection Services for the designated fiscal period shall be prepared in the  
3404 format set forth in the Operating Cost Statement - Description on the following page of this  
3405 Exhibit.

3406 2. The expenses of the Collection Services shall be broken down into the following six (6)  
3407 cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance, All Other and  
3408 Disposal. Each cost category is assigned a weighted percentage factor on that cost category's  
3409 proportionate share of the total of the costs shown for all cost categories.

3410 3. The following five (5) indices published by the United States Department of Labor,  
3411 Bureau of Labor Statistics (BLS), and the actual change in the Disposal Facility Tip Fee are  
3412 used to calculate the adjustment for each cost category. The change in each index and the Tip  
3413 Fees is calculated on a twelve-month fiscal period in accordance with the terms of the  
3414 Agreement. In the event any index is discontinued, a successor index shall be selected by  
3415 COUNTY. Successor indices shall be those indices that are most closely equivalent to the  
3416 discontinued indices as recommended by the BLS.

3417	<u>Cost Category</u>	<u>Index</u>
3418	Labor	Series ID: ceu6056210008 Service-Producing Industries
3419	Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel
3420	Vehicle Replacement	Series ID: wpu141301 Truck and bus bodies sold separately
3421	Vehicle Maintenance	Series ID: pcu336211336211 Industrial truck and trailer mfg.
3422	All Other	Series ID: cuura422sa0 Consumer Price Index, All Urban
3423		Consumers, All Items – Bay Area
3424	Disposal	The actual tip fee charged to the CONTRACTOR by the MRWMD
3425		and/or SVSWA Disposal Facility.

3426 4. The percentage weight for each cost category is multiplied by the change in each  
3427 appropriate index to calculate a weighted percentage for each cost category. The weighted  
3428 percentage changes for each of the first five (5) cost categories are added together to calculate  
3429 the Collection component of the Refuse Rate Index. The appropriate Disposal component of  
3430 the RRI is then added to the Collection component to calculate the RRI. While the Collection  
3431 component of the RRI uses the same indices for all rates, the Disposal component uses  
3432 different indices for; 1) SFD, MFD and Commercial Cart Rates; 2) MFD Bin, Commercial Bin,  
3433 Roll-off, and Large Venue Events Rates for Customers within the MRWMD boundaries; and 3)  
3434 MFD Bin, Commercial Bin, Roll-off, and Large Venue Events Rates for Customers within the  
3435 SVSWA boundaries. (see example).

3436 Operating Cost Statement - Description

3437 **Labor:** List all administrative, officer, operation and maintenance salary accounts.

3438 List payroll tax accounts directly related to the above salary accounts.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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- 3439 List employee group medical and life accounts directly related to the above  
3440 salary accounts.
- 3441 List employee retirement or profit sharing contributions accounts directly related  
3442 to the above salary accounts.
- 3443
- 3444 **Diesel Fuel:** List all diesel fuel accounts.
- 3445 **Vehicle Replacement:**
- 3446 List all collection and collection related vehicle depreciation accounts.
- 3447 List all vehicle lease or rental accounts related to collection or collection related  
3448 vehicles.
- 3449 **Vehicle Maintenance:**
- 3450 List all collection or collection related vehicle parts accounts.
- 3451 **All Other:** List all other expense accounts related to the services provided under this  
3452 Agreement. This category includes all insurance including general liability, fire,  
3453 truck damage, and extended coverage; rent on property, truck licenses and  
3454 permits; real and personal property taxes; telephone and other utilities; employee  
3455 uniforms; safety equipment; general yard repairs and maintenance; non-diesel  
3456 fuel; office supplies; postage; trade association dues and subscription;  
3457 advertising; and miscellaneous other expenses.
- 3458 **Disposal:** The Disposal Tip Fee component will vary for each of the three (3) RRI's, 1)  
3459 SFD, MFD and Commercial Cart Rate RRI; 2) MFD Bin, Commercial Bin, Roll-off  
3460 and Large Venue Events Rate RRI for Customers within the MRWMD  
3461 boundaries; and 3) MFD Bin, Commercial Bin, Roll-off and Large Venue Events  
3462 Rate RRI for Customers within the SVSWA boundaries.
- 3463 **Disposal (SFD, MFD and Commercial Cart Services):**
- 3464 List all disposal costs related to the provision of SFD Collection Services, MFD  
3465 Cart Collection Services, and Commercial Cart Collection Services.
- 3466 **Disposal (MFD Bin, Commercial Bin, Roll-off and Large Venue Events Services in the  
3467 MRWMD):**
- 3468 List all disposal costs related to the provision of MFD Bin Collection Services  
3469 Commercial Bin Collection Services, Roll-off and Large Venue Events Collection  
3470 Services provided within the MRWMD boundaries.
- 3471 **Disposal (MFD Bin, Commercial Bin, Roll-off and Large Venue Events Services in the  
3472 SVSWA):**
- 3473 List all disposal costs related to the provision of MFD Bin Collection Services and  
3474 Commercial Bin Collection Services, Roll-off and Large Venue Events Collection  
3475 Services provided within the SVSWA boundaries.
- 3476
- 3477

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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3478 **RRI Example for SFD and MFD Cart Customers**

Item #	Category	Data Source	Percent Change <sup>(1)</sup>	Item Weight <sup>(2)</sup>	Weighted Percentage Change <sup>(3)</sup>
1	Average Hourly Earnings	Series ID: ceu6056210008 Service-Producing Industries	2.19%	39.05%	0.85%
2	Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel	4.74%	13.15%	0.62%
3	Vehicle Replacement	Series ID: wpu141301 Truck and bus bodies sold separately	6.79%	2.57%	0.17%
4	Vehicle Maintenance	Series ID: pcu336211336211 Industrial truck and trailer mfg.	0.16%	13.46%	0.02%
5	CPI All Items	Series ID: cuura422sa0 Consumer Price Index, All Urban Consumers, All Items Bay Area	1.70%	18.75%	0.32%
6A	SFD, MFD and Commercial Cart Rates	Average of Change in MRWMD and SVSWA Disposal Facility Tip Fees	4.60%	13.02%	0.60%
SFD, MFD and Commercial Cart RRI				<b>100%</b>	<b>2.58%</b>

- 3479     ▪ Assume these are the percentage changes in the indices from year to year.
- 3480     ▪ Assume the categories represent these percentages as a total of CONTRACTOR'S
- 3481     operating costs.
- 3482     ▪ Represents the product of Percentage Change x Item Weight
- 3483     In this example, the Refuse Rate Index is 2.58%.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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### Exhibit 3 Form of Guaranty

Waste Management, Inc., a Delaware corporation (the "**Guarantor**"), signs this Guaranty for the benefit of County of Monterey ("**County**"), a political subdivision of the State of California (the "**State**"), on this 10<sup>th</sup> day of December, 2009.

**RECITALS:** The Guarantor and County refer to the following facts:

- USA Waste of California, Inc. (the "**Contractor**"), a corporation wholly owned by the Guarantor, and County negotiated an Exclusive Franchise Agreement, dated the date of this Guaranty (the "**Agreement**"), which Agreement is incorporated herein by reference and by this Agreement made part of this Agreement;
- It is in the interest of The Guarantor that Contractor enter into the Agreement with County;
- County is willing to enter into the Agreement only upon the condition that The Guarantor execute this Guaranty;
- If Contractor fails to timely and fully perform its obligations under the Agreement, including Contractor Payment Obligations to County (such as damages, Franchise Fees and reimbursements), the Guarantor is willing to guaranty Contractor's timely and full performance of Contractor's obligations.
- The Guarantor's signing of this Guaranty preconditions County's grant of franchise and obligations under the Agreement.

NOW, THEREFORE, as an inducement to County to enter into the Agreement, the Guarantor agrees as follows:

Capitalized terms used in this Guaranty and not otherwise defined in this Guaranty, have the defined meanings defined in the Agreement.

**1. GUARANTY OF CONTRACTOR'S OBLIGATIONS UNDER THE AGREEMENT.** The Guarantor personally, directly, unconditionally, irrevocably, and absolutely, jointly and severally guaranties the timely and full performance of each of Contractor's obligations under the Agreement, including, without limitation, Contractor Payment Obligations to County (such as damages, Franchise Fees and reimbursements). Within 30 days (or 5 days, if Guarantor is a limited liability entity) of County's written demand upon the Guarantor, the Guarantor will honor this Guaranty.

**2. GOVERNING LAW; SERVICE OF PROCESS; CONSENT TO JURISDICTION; VENUE**

(a) **Governing Law.** This Guaranty is governed by the Applicable Laws of the State of California.

(b) **Service of Process.** The Guarantor agrees to the service of process in the State for any claim or controversy arising out of this Guaranty or relating to any breach of this Guaranty.

(c) **Jurisdiction.** The courts of the State, and to the extent permitted by law, the United States District Court for the Northern District of California or other district chosen

by County, will have exclusive jurisdiction of all suits, actions, and other proceedings involving Guarantor or this Guaranty and to which County may be party for the adjudication of any claim or controversy arising out of this Guaranty or relating to any breach of this Guaranty.

(d) **Venue.** The Guarantor waives any objections that he or she might otherwise have to the venue of the court described in subsection (c) for the trial of any the suit, action, or proceeding, and consents to the service of process in any the suit, action, or proceeding by prepaid registered mail, return receipt requested.

### **3. ENFORCEABILITY; NO TRANSFER**

(i) **Binding and enforceable.** This Guaranty is binding upon and enforceable against The Guarantor and assigns and lawful representatives. It is for the benefit of County, its successors and assigns.

**1. Acknowledgements.** Guarantor acknowledges that Guarantor submitted evidence to County with respect to Guarantor's financial strength and creditworthiness, and that Guarantor's financial strength and creditworthiness were material considerations of County in entering into the Agreement with Contractor.

**2. County Consent.** Without County consent, given in County's sole discretion. Guarantor will not Transfer in whole or in part, voluntarily or involuntarily either of the following:

- (1) this Guaranty, or
- (2) any rights or duties in this Guaranty.

Any Transfer made without the consent of County is void.

**3. Guarantor request.** Without obligating County to give consent, Contractor will demonstrate to County's satisfaction that the proposed transferee has the financial ability to satisfy this Guaranty. County is not obligated to consider any proposed Transfer by Guarantor if Guarantor is in breach of this Guaranty at any time during County's consideration.

### **4. Payment of County's Transfer Costs**

(i) **Transfer Deposit.** Guarantor must make any request for County's consent to a Transfer in the manner prescribed by the County. Guarantor must pay County the Transfer Deposit before County will consider Guarantor's request. "Transfer Deposit" means lesser of the following refundable amounts:

- (1) \$15,000, or
- (2) County's anticipated Transfer Costs.

(ii) **Additional Transfer Costs.** Within 30 days of County's request, Guarantor will further pay that County's additional Transfer Costs in excess of the Transfer Deposit, whether or not that County approves the Transfer. "Transfer Costs" means the following County's Reimbursement Costs:

- (1) considering and reviewing Guarantor's request for Transfer,
- (2) investigating the suitability of the transferee, and
- (3) determining whether or not to give its consent,

(4) preparing documents to effectuate the Transfer.

**5. County's Reimbursement Costs of enforcement.** In addition, within 30 days of County's request, Guarantor will pay County's Reimbursement Costs for fees and investigation costs as County deems necessary to enjoin the Transfer or to otherwise enforce this Section

**6. Transfer Costs.** Transfer means any of the following:

(1) selling, exchanging or otherwise transferring Ownership or control of Guarantor (through sale, exchange or other transfer of outstanding stock, partnership shares, equity interest or otherwise);

(2) issuing new stock or selling, exchanging or otherwise transferring 20% or more of the then outstanding common stock of, or partnership shares or equity interest in, Guarantor;

(3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, buy-out or other transaction which results in a change of Ownership or control of Guarantor;

(4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Guarantor, appointment of a receiver taking possession of any of Guarantor's tangible or intangible property;

(5) any sale or other transfer of 50% or more of the value of assets of Guarantor;

(6) substitution by a surety company providing any performance bond of another Person for Contractor to perform Services; and

(7) assumption of any of Guarantor's rights under the Agreement, or assumption by, delegation to or takeover of any Performance Obligations or any other Guarantor's duties or responsibilities under the Agreement by any Person other than Guarantor, whether by Subcontract (unless approved by County) or any other mechanism.

(8) any combination of the forgoing (whether or not in related or contemporaneous transactions), with out without consideration, which has the effect of any transfer or change of Ownership or control of Guarantor. For the purpose of this definition, "control" has the meaning provided in Rule 144 of the Securities Act of 1993

#### **4. GUARANTY ABSOLUTE AND UNCONDITIONAL.**

**(i) Absolute and Unconditional.** The Guarantor's obligations in this Guaranty are absolute and unconditional.

**(ii) No Preconditions.** County may enforce any of those obligations without first

- enforcing any remedies under the Agreement, or
- seeking to compel Contractor to perform Contractor's obligations under the Agreement, or
- seeking or obtaining recourse against any other Person, including but not limited to Contractor or any assignee of Contractor, who may be liable for those

obligations in whole or in part, irrespective of any cause or state of facts.

**(iii) No limitations.** Guarantor's obligations under this Agreement are not affected, limited, modified or impaired by any state of facts or the happening from time to time of an event, other than discharge, release or excuse of any obligation of Contractor to County pursuant to under the Agreement by County, at County's sole discretion.

**(iv) Express Waiver.** The Guarantor Expressly waives each of the following defenses that would be available to Contractor under the Agreement, including:

(1) the invalidity, irregularity, illegality or unenforceability, of or any defect in or objections to the Agreement;

(2) any

- modification, amendment or compromise of, or
- waiver of compliance with, or
- consent to variation from

any of the provisions of the Agreement by Contractor;

(3) any release of any collateral or lien thereof, including, without limitation, any performance bond, letter of credit, certificate of deposit or cash deposit ("**Performance Assurance**");

(4) any defense based on the election of any remedies against Guarantor or Contractor, or both of them, including without limitation, any consequential loss by Guarantor of its right to recover any deficiency, by way of subrogation or otherwise, from Contractor or any other Person;

(5) the recovery of any judgment against Contractor to enforce any collateral or **Performance Assurance**;

(6) County or its assigns taking or omitting to take any of the actions that County or any assign must take under the Agreement; any failure, omission or delay on the part of County or its assignees to enforce, assert or exercise any right, power or remedy conferred on County or its assigns by the Agreement, *except* to the extent the failure, omission or delay gives rise to an applicable statute of limitations defense by Contractor with respect to a specific obligation;

(7) the default or failure of Guarantor to fully perform any of its obligations set forth in this Guaranty;

(8) the bankruptcy, insolvency, or similar proceeding involving or pertaining to Contractor or County, or any order or decree of a court, trustee or receiver in any proceeding;

(9) in addition to those circumstances described in the preceding item, any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of County to Guarantor;

(10) the existence or absence of any action to enforce the Agreement;

(11) subject to the provisions of the Agreement relating to Uncontrollable Circumstances, any present or future Applicable Law or order of any government or

of any agency thereof, purporting to reduce, amend or otherwise affect the Agreement or to vary any terms of payment or performance under the Agreement;

**(v) Express Waiver.** The Guarantor expressly waives each of the preceding listed items as a defense to this liability under this Agreement.

**5. WAIVERS.** In addition to the items in Section (4), The Guarantor waives the following:

**(i)** notice of acceptance of this Guaranty and of the creation, renewal, extension and accrual of the Guarantor's obligations under this Guaranty;

**(ii)** notice that any Person has relied on this Guaranty;

**(iii)** diligence, demand of payment and notice of default or nonpayment under this Guaranty or the Agreement, and all other notices required by the Agreement;

**(iv)** filing of claims with a court in the event of reorganization, insolvency, or bankruptcy of Contractor;

**(v)** any requirement that County

- proceed first against Contractor or with respect to any collateral, lien or Performance Assurance defined above; or
- exercise any remedy or take any other action against Contractor or any other Person, or in respect of any collateral, lien or Performance Assurance, before proceeding under this Agreement;

**(vi)**

- any demand for performance or observance of, or
- any enforcement of any provision of, or
- any pursuit or exhaustion of remedies with respect to, any security (including, without limitation, any Performance Assurance) for Contractor's obligations under the Agreement; any pursuit or exhaustion of remedies against Contractor or any other obligor or guarantor of the obligations; and any requirement of promptness or diligence on the part of any person in connection therewith;

**(vii)** to the extent that it lawfully may do so, all demands or notices of every kind and description with respect to the foregoing or required by any statute or rule of law, and any defense of any kind which Guarantor may now or hereafter have with respect to this Guaranty or the obligations of Contractor under the Agreement, *except* any Notice to Contractor required under the Agreement or Applicable Law, which Notice preconditions Contractor's obligation or the defenses listed in Section (8) below.

**(viii)** To the extent that it may lawfully do so, The Guarantor by this Agreement further waives and relinquishes the benefit and advantage of, and will not assert, any

- appraisalment,
- valuation,

- stay,
- extension,
- redemption or
- similar Applicable Laws in force now or after the date of this Guaranty, which might delay, prevent or otherwise impede Guarantor's (or Contractor's, as the case may be) performance under or County's enforcement of this Guaranty.

County may enforce its rights under this Guaranty notwithstanding any partial performance by Contractor or Guarantor, or the foreclosure upon any security (including, without limitation, any Performance Assurance) given by Contractor for its performance of any of Contractor's obligations under the Agreement.

**6. AGREEMENTS BETWEEN COUNTY AND CONTRACTOR; WAIVERS BY COUNTY.**

a. By mutual agreement between Parties, the Parties may from time to time do any or all of the following:

- (i) renew, modify or compromise the liability of Contractor for or upon any of Contractor's obligations to County; or
- (ii) consent to any amendment of the Agreement, or
- (iii) accept, release, or surrender any Performance Assurance, or
- (iv) grant any time extensions or renewals of the Agreement or release, compromise, settlement obligations of Contractor's obligations under the Agreement,

without the consent of Guarantor or the necessity for any additional endorsement or guaranty by or any reservation of rights against Guarantor, all without releasing or discharging the liability of Guarantor under this Guaranty.

b. County or any of its assigns has and may exercise full power in its sole discretion to waive any breach or Event of Default under, the Agreement, without affecting the liability of Guarantor under this Guaranty.

**7. CONTINUING GUARANTY.** This Guaranty is a continuing Guaranty. It is effective or reinstated, as applicable, if at any time any payment of any of the obligations by this Agreement guaranteed is rescinded or is otherwise required to be returned upon reorganization, insolvency or bankruptcy of Contractor or Guarantor or otherwise, all as though the payment had not been made.

**8. DEFENSES.** Guarantor may exercise or assert all legal or equitable rights, defenses, counter claims or affirmative defenses under the Agreement or Applicable Law that Contractor could assert against any Person seeking to enforce the Agreement against Contractor. Nothing in this Guaranty constitutes a waiver of those rights, defenses, counter claims or defenses that Contractor could assert against any Person seeking to enforce the Agreement against Contractor by Guarantor.

**9. PAYMENT OF COSTS OF ENFORCING THE GUARANTY.** Guarantor will pay all costs, expenses and fees, including all reasonable attorney's fees, which County



may incur in enforcing this Guaranty after the default on the part of Guarantor under this Agreement whether County enforces payment by suit or otherwise.

**10. ENFORCEMENT.** County may enforce breaches of this Guaranty either separately or cumulatively.

**11. REMEDIES CUMULATIVE.** No remedy of County under this Guaranty is exclusive of any other available remedy or remedies. Each remedy is cumulative and is in addition to every other remedy given under the Guaranty, the Agreement or available at law and in equity (including specific performance).

**12. SEVERABILITY.** The invalidity or unenforceability of any one or more phrases, sentences or clauses in this Guaranty contained will not affect the validity or enforceability of the remaining portions of this Guaranty, or any part of the Guaranty.

**13. AMENDMENTS.** No amendment, change, modification or termination of this Guaranty is made except upon the written consent of Guarantor and County.

**14. TERM.** The obligations of Guarantor under this Guaranty remain in full force and effect until

- (i) all obligations of Contractor under the Agreement, including, without limitation, Contractor Payment Obligations to County (such as damages, Franchise Fees, reimbursements and installment purchase payments for Containers, and the Installment Sales Agreement in the form attached to the Agreement) are fully satisfied and performed under the Agreement, or
- (ii) those obligations are fully discharged, released or otherwise excused under the Agreement.

**15. NO SET-OFFS, ETC.**

**(a) By Guarantor.** The obligation of Guarantor under this Guaranty is not affected by any set-off, counterclaim, recoupment, defense or other right that Guarantor may have against County on account of any claim of Guarantor against County.

**(b) By Contractor.** The obligation of Guarantor under this Guaranty is subject to any set-off, counterclaim, recoupment, defense or any other right that Contractor may assert *under* the Agreement, but the obligation of Guarantor under this Guaranty will not be subject to any set-off, counterclaim, recoupment, defense or other right that Contractor may assert independently of and *outside* the Agreement.

**16. WARRANTIES AND REPRESENTATIONS.** Guarantor warrants and represents the following:

**(i)** It has the power, authority and legal right to enter into this Guaranty and to perform its obligations under this Guaranty.

**(ii)** Its execution, delivery and performance of this Guaranty

- do not violate any judgment, order, law or regulation applicable to him or her; and
- do not conflict with or constitute a default under any agreement or instrument to which he or she is a party or by which he or she or its assets may be bound or affected.

**(iii)** Guarantor has duly signed and delivered this Guaranty and the Guaranty

constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor as required by its terms.

(iv) As of the date the Guarantor signs the Agreement, there are no pending or, to the knowledge of Guarantor, threatened actions or proceedings before any court or administrative agency that would have a material adverse effect on the financial condition of Guarantor, or the ability of Guarantor to perform its obligations or undertakings under this Guaranty.

**17. NO CONVEYANCE OF ASSETS.** The Guarantor agrees that he or she will not assign or convey, transfer or lease any of or its assets, nor cause Contractor to convey, transfer or lease any of its assets, to any Person unless at least \$100,000 of unencumbered assets available to satisfy Guarantor's obligations under this Guaranty remain, without County consent.

**18. COUNTERPARTS.** The Guarantor may sign this Guaranty in any number of counterparts, some of which may not bear the signature of Guarantor. When signed and delivered, each counterpart is deemed to be an original and all of counterparts, taken together, will constitute one and the same instrument. In pleading or proving this Guaranty, County need not produce more than one copy (or sets of copies) bearing the signature of The Guarantor.

**19. NOTICES.** All notices, instructions and other communications required or permitted to be given to or made under this Agreement must be in writing, and must be given in the manner and to the addresses provided in the Agreement for County and with respect to Guarantor and Contractor.

**20. SEPARATE SUITS.** Each and every default by Contractor under the Agreement gives rise to a separate cause of action under this Guaranty, and County or its assigns may bring separate suits under this Agreement as each cause of action arises.

**21. HEADINGS.** The Section headings in this Guaranty are for convenience only and do not govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Guaranty.

**22. ENTIRE AGREEMENT.** This Guaranty constitutes the entire obligation of the Guarantor to County with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, County and their permitted successors and assigns under this Agreement any rights or remedies under or by reason of this Guaranty.

**23. EVENTS OF DEFAULT.** Each of the following constitutes an Event of Default under this Guaranty:

(i) **Failure to pay Guaranty.** Guarantor's failure to fully and timely pay any monetary obligation under this Guaranty, and that failure continues for 5 days after County gives written notice to Guarantor as required by Section 19 above;

(ii) **Breach of Guaranty.** Guarantor breaches any provision of this Guaranty and fails to cure that breach to sole satisfaction of County, within 30 days;

(iii) **Assignment; Conveyance of Assets.** Guarantor breaches Section (3) or (17) of this Guaranty;

**(iv) Bankruptcy, Insolvency, Liquidation.** Guarantor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or will consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator (or similar official) of Guarantor for any part of its assets, or will make any general assignment for the benefit of its creditors, or will fail generally to pay its debts as they become due or will take any action in furtherance of any of the foregoing.

A court having jurisdiction enters a decree or order for relief in respect of this Guaranty, in any voluntary or involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Guarantor consents to or fails to oppose any proceeding, or any said court having jurisdiction enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Guarantor or for any substantial part of Guarantor's assets (including homes, furnishings or jewelry), or orders the winding up or liquidation of the affairs of Guarantor.

**(v) Breach of Representations or Warranties.** Any representation or warranty of Guarantor is untrue on the date thereof; Guarantor knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports under this Agreement.

Upon any Event of Default County may to proceed first and directly against Guarantor under this Guaranty without proceeding against or exhausting any other remedies that it may have. The Guarantor acknowledges that any Event of Default comprises a Default under the Agreement.

IN WITNESS WHEREOF The Guarantor has signed this instrument the day and year first above written.

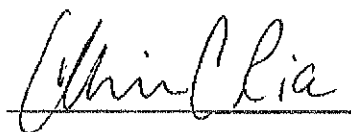
By:

GUARANTOR:

GUARANTOR:

WASTE MANAGEMENT, INC.

WASTE MANAGEMENT, INC.



Name: Cherie C. Rice  
Title: Vice President & Treasurer



Name: David LaPaul  
Title: Assistant Treasurer

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
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State of Texas

County of Harris

On December 10, 2009 before me Cherie C. Rice  
David LaPaul personally appeared ☒ OR ☐ who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed in his/her/their  
authorized capacity(ies) and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Chantelle E. Reynolds  
NOTARY PUBLIC



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## Exhibit 4 Transition Plan

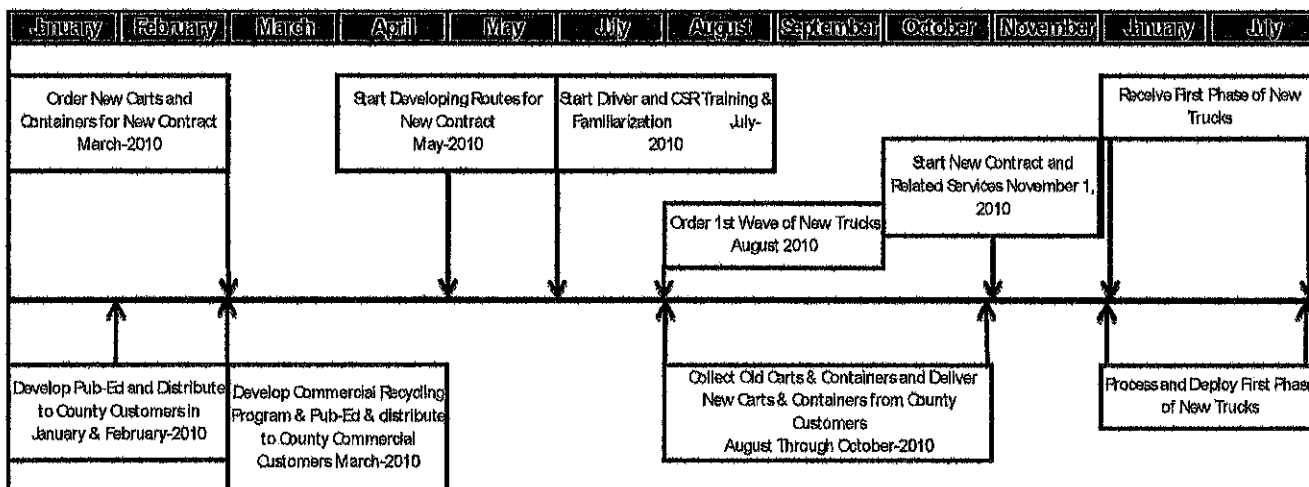
USA Waste of California Inc., dba Carmel Marina Corporation (CMC), a Waste Management company, has extensive experience in the successful implementation of new services for both residential and commercial accounts. While price and service are extremely important in the County's selection process, equally important is the contractor's ability to implement a new program quickly and effectively to maximize results. CMC is primed to meet these requirements.

We take the challenge of completing a smooth implementation very seriously. Based on the depth of experience and the skilled expertise of our team, our first task will be to ensure a problem-free transition for both customers and the County. CMC has a library of tested and effective customer information pieces to communicate new and changing programs effectively.

To implement the start of services, we have selected a team of specialists with an in-depth knowledge of launching and servicing comprehensive contracts such as Monterey County. Their leadership in administration, operations, maintenance, personnel training, and public education will ensure that the new program launches without any disruption of service to customers or inconvenience to County staff.

Much of the planning and preparation for the transition tasks detailed will be completed "behind the scenes", far in advance of the County start date of November 1, 2010. In fact, we propose to begin the cart exchange as early as August 1, 2010 so that unified service is in place countywide on November 1, 2010. Key transition steps will be initiated immediately following the final award of the contract to ensure that all steps are in place for the start up of services.

### Early Start Timeline



### Prior to Start of Collection Services/Transition Services

Carmel Marina Corporation (CMC) believes a well-organized and well-orchestrated approach is key to the success of new service initiation. As soon as the contract is awarded, we will begin working with County staff for approval and implementation on all the steps required to initiate a smooth transition.



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- 3523 1. Review and collaborate with County staff a transition timeline of all key elements.
- 3524 2. Schedule meetings with CMC team and County staff.
- 3525 3. Equipment Procurement and Delivery Plan.
- 3526 4. Public Education, Compliance and Customer Engagement Plan.
- 3527 5. CMC New and Current Employee Plan.
- 3528 6. Billing and Finance Plan.

3529 **Timeline Detailing Major Key Elements**

3530 As the current service provider, CMC is prepared to initiate new cart swaps in Monterey County  
3531 months in advance of the November 1, 2010 contract start date. We believe we have the team  
3532 in place and the working relationship with County staff to successfully expedite the transition.  
3533 We also believe having unified, countywide service in place by the November 1, 2010 start date  
3534 will contribute to increased County diversion rates and reduced carbon emissions. The sample  
3535 timeline on the previous page provides a general idea of the tasks that need to be completed  
3536 and at what time we anticipate beginning and ending each task.

3537 In addition to the timeline, CMC will conduct an extensive and very detailed review of the  
3538 contract and its associated tasks and deadlines. A more detailed implementation plan will be  
3539 developed in collaboration with the County to identify duties and assignments. As the current  
3540 hauler, we know the importance of addressing each customer group's unique container needs  
3541 to make sure their service requirements are met.

3542 **Scheduled Meetings with CMC and County Staff**

3543 CMC is fortunate to employ a team of managers with extensive experience in the  
3544 implementation of new programs.

3545 The Implementation Team will meet weekly from the time the contract is signed until a month  
3546 past the actual contract start date to address any and all issues that arise. It should be noted  
3547 that County staff would be encouraged to attend these meetings.

3548 At each meeting there will be detailed meeting notes taken detailing the progress and or barriers  
3549 that may arise during the implementation stage. The meeting notes will be given to County staff  
3550 if unable to attend on a weekly basis. CMC will make all possible efforts to keep County staff  
3551 informed, updated and aware of each smoothly implemented transition in the entire  
3552 Unincorporated County.

3553 **Equipment Procurement and Delivery**

3554 **Truck ordering /delivery**

3555 After the Unified Franchise Agreement is reached, CMC will order the required trucks from their  
3556 manufacturers based on the terrain of the County. These trucks will take approximately six  
3557 months from order date to delivery. CMC will phase in nineteen (19) new collection vehicles and  
3558 six new support vehicles between January 1, 2011 and July 30, 2011, and over the following  
3559 four years, CMC will phase in the remaining 20 new collection vehicles as older trucks reach

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3560 their mileage limit. All of the new Collection trucks will run on BioDiesel B-20, a clean-burning,  
3561 low emissions fuel.

3562 Upon receipt, each vehicle will be customized with approved signage and graphics. Drivers will  
3563 be trained on the vehicles in the yard prior to test drives on county roads. In fact, County staff  
3564 will be notified in advance of the extra trucks on the road during the current Western and  
3565 Northeastern Franchise Agreements. Each truck will be inspected for safety and tested on the  
3566 roads of varying terrain of Monterey County. Once the trucks are ready to be deployed, CMC  
3567 will set up a time with County staff to inspect the trucks and approve their use.

3568 CMC has identified the necessary trucks and believes the November 2010 timeline for  
3569 implementation is achievable.

#### 3570 **Carts**

3571 The carts for the Single-Stream Refuse, Recycling, and Green Waste will be purchased through  
3572 Cascade. The Cascade EcoCart is made from 40% recycled content and is designed to function  
3573 optimally with both semi- and fully-automated systems. Considered by many to be the finest  
3574 carts manufactured today, CMC purchases Cascade carts for the following reasons:

3575       ▪ Cascade carts are one of the most durable carts in the industry; and unlike many cross -  
3576 link plastic carts; Cascade carts are **fully recyclable** when their useful life is done.

3577       ▪ Cascade uses post-consumer recycled plastic in their manufacturing process.

3578       ▪ Cascade carts have wonderful in-molded graphics that provide weather resistant, clear  
3579 and concise instructions to the customer.

3580       ▪ **Manufacturer will deliver the carts and remove existing carts for recycling.**

#### 3581 **Single-Family Containers**

3582 CMC will send a letter to every Monterey County resident within the current jurisdictions of the  
3583 Western and Northeastern boundaries notifying them of the size, rate and frequencies of service  
3584 and asking them to select the size and quantity of each materials cart. A response card and  
3585 return envelope will be enclosed with a deadline of 3-4 weeks prior to the cart swap. In addition,  
3586 a designated phone line for customer inquiries and responses will be provided. In the case that  
3587 there is no response, CMC will default the cart size specified in the agreement of (1) 35g for  
3588 refuse, (1) 64g for recycle and (1) 64g for green waste. All carts will be identified by the hauler's  
3589 name and include our toll-free phone number. In addition, the carts' interior lids will be clearly  
3590 labeled with the County-provided language, in both English and Spanish, pertaining to  
3591 Household Hazardous Waste and recyclable containers.

3592 The manufacturing period is three months from order to delivery. Cascade will coordinate the  
3593 manufacturing, shipment and neighborhood delivery program with our oversight, to all  
3594 residential customers. We will provide route sheets, special service instructions and a direct line  
3595 to a route manager to ensure the carts are delivered properly and the old carts are removed and

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3596 recycled if not reusable. We have found that it is better for us to focus on the collection aspects  
3597 of the implementation. Complete cart delivery will take place over a 12-week period.

3598 **Multi-Family and Commercial Containers**

3599 CMC will be refurbishing a portion of existing metal containers, and purchasing some new steel  
3600 and plastic containers. CMC will coordinate the exchange of old bins and carts with freshly  
3601 painted containers that will feature labels displaying the hauler's name and toll-free customer  
3602 service telephone number. This will provide for a seamless transition to a new collection system  
3603 and the customer will not be left without a place to put their materials.

3604 CMC will be sending a letter to every Monterey County Multi-family and Commercial customer  
3605 within the current jurisdictions of the Western and Northeastern boundaries notifying them of the  
3606 size, rate and frequencies of service and asking them to select the size and quantity of each  
3607 container. CMC will be delivering the new containers to all Multi-Family and Commercial  
3608 customers based on the proposed expedited schedule.

3609 **Roll-Off Containers**

3610 CMC will be refurbishing existing metal roll-off containers, and purchasing new metal containers  
3611 as needed, based on the new size offerings in the agreement. CMC will coordinate the  
3612 exchange of old containers with freshly painted bins which will feature labels displaying Waste  
3613 Management's name, toll-free customer service telephone number and the number of the Bin.  
3614 This will provide for a seamless transition to a new collection system and the customer will not  
3615 be left without a place to put their materials.

3616 CMC will be sending a letter to every Monterey County industrial valued customer within the  
3617 current jurisdictions of the Western and Northeastern boundaries notifying them of new  
3618 recycling program, the size, rate and frequencies of service and asking them to select the size  
3619 and quantity of each container. CMC will be delivering the refurbished and new containers as  
3620 needed to all industrial customers prior to the start of services based on their needs.

3621 **Public Education Plan and Outreach Activities**

3622 We look forward to working closely with the County on the design and implementation of new  
3623 outreach materials. CMC knows that effective public education and promotion are crucial  
3624 components to increasing resident and business participation in new services.

3625 Our public outreach and education efforts will go well beyond the requirements listed in the new  
3626 collection services contract. Our approach is designed to "jump-start" additional diversion  
3627 through the kick-off of new programs, early diversion implementation with the early start date  
3628 proposal and to diligently pursue ongoing awareness activities.

3629 CMC will work with County staff to ensure all customers will receive advanced information on all  
3630 the County's new services through a special mailing prior to the start-up of the program. Our  
3631 comprehensive outreach efforts will be carefully analyzed and updated to guarantee successful  
3632 long-term diversion programs.

3633 **Procedures for Submitting Public Information Material to the County for Approval**

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3634 Good communication and accountability is key to the success of any contractual relationship. To  
3635 ensure a high level of communication between CMC and Monterey County, CMC will establish  
3636 clear communication procedures for developing public education pieces.

3637 When developing new public information pieces, CMC will first submit the text to the County for  
3638 approval. Once the County and CMC have agreed on the language for a piece, CMC will  
3639 develop draft artwork for County approval. Once this approval has been received, CMC will  
3640 move ahead with the finalizing of the public information pieces.

3641 CMC views this contract as an opportunity to partner with the County of Monterey to perform  
3642 public education services. We will work with the County, as a partner, throughout the life of the  
3643 contract. All public information pieces will be submitted to the County for review. Our proposed  
3644 County review period is five working days; however, we would be happy to work with the County  
3645 to develop another schedule, as appropriate.

3646 **Public Education Timeline**

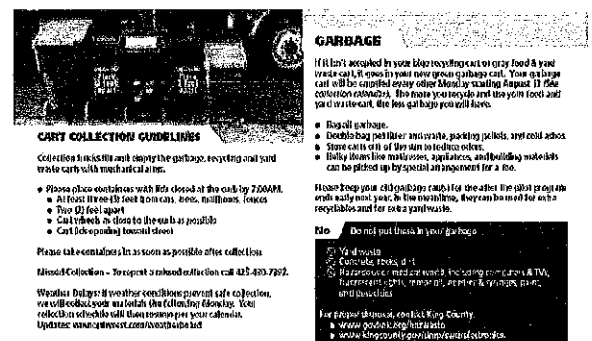
3647 **The following is the list of public education milestones that will be implemented.**

3648       ▪ Starting in the First Quarter of 2010, CMC will conduct commercial and multifamily  
3649 customer visits to determine what amounts of garbage may still be recycled, the correct  
3650 container sizes for both garbage and recycling, container locations and any unique  
3651 service needs.

3652       ▪ During the First Quarter of 2010, CMC will directly mail to all Single-family Residences a  
3653 New Single-family Program Announcement introducing the delivery of new carts, along  
3654 with information on our Internet web address, email address and tear out pre-stamped  
3655 mailers for customers to change service levels and order new containers.

3656       ▪ During delivery of Single-family Residence Recycling Carts, CMC will place a new  
3657 program packet of materials, including a new  
3658 program booklet with recycling do's & don'ts on  
3659 the Recycling Carts. We will also indicate  
3660 collection day.

3666       ▪ During the First Quarter of 2010, CMC will mail  
3668 to all Multifamily Complex customers a New  
3670 Multifamily Program Announcement introducing  
3672 the new recycling services, along with  
3674 information on our Internet web address, email  
3675 address and tear out pre-stamped mailers for customers to change service levels and  
3676 order new containers.



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- 3677       ▪ During delivery of Multifamily Residence Recycling Carts, CMC will place a new program  
3678       packet of materials, including a new program booklet with recycling do's & don'ts on the  
3679       Recycling Carts. We will also indicate collection day.
- 3680       ▪ During the First Quarter of 2010, CMC will mail to all Commercial Customers a New  
3681       Commercial Program Announcement introducing the new recycling services, along with  
3682       information on our Internet web address, email address and tear out pre-stamped  
3683       mailers for customers to change service levels and order new containers.
- 3684       ▪ During delivery of Commercial Recycling Bins and Carts, CMC will place a new program  
3685       packet of materials, including a new program booklet with recycling do's & don'ts on the  
3686       Recycling Bins and Carts. We will also indicate collection day.
- 3687       ▪ From January 2010 through October 31, 2010, CMC will provide additional customer  
3688       service staff to accommodate customer questions, service level shifting requests,  
3689       container requests and other service inquiries.

3690       **Public Education Activities During Implementation**

- 3691       ▪ All commercial and multi-family customers will get a one-on-one visit. CMC will send our  
3692       Recycling Program Teams out to all commercial and multi-family customers to discuss  
3693       the new recycling program and help each customer "right size" their containers for  
3694       garbage and recycling. They will also help determine the types of materials placed in the  
3695       garbage container, the correct container sizes and collection frequencies for garbage,  
3696       recycling and subscription-based green waste, container locations, enclosure spaces  
3697       and any other unique service needs, which is key to ensuring enhanced diversion goals.
- 3698       ▪ CMC will work with the County to produce and distribute a flyer outlining the new  
3699       program and alerting customers to watch for information and outreach.
- 3700       ▪ CMC will work with the County to prepare press releases for the local press, Salinas  
3701       Californian, King City Real Estate Magazine, King City Radio Station, Monterey Herald  
3702       and community organizations outlining the new program and alerting customers to watch  
3703       for information in English and Spanish.
- 3704       ▪ CMC will mail each single-family customer the new program announcement brochure  
3705       introducing the new services available, including recycling guidelines, and options for  
3706       service levels and container sizes, along with rates, a tear-out section to mail back  
3707       indicating their level of preferred service, and a phone number for all customer inquiries  
3708       answered in either English or Spanish.

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- 3709       ▪ CMC will mail to single-family a postcard announcing the delivery of their new containers  
3710       and reminding single-family residences of the new services under the contract in English  
3711       and Spanish.
- 3712       ▪ A packet of information will be attached to each new recycling cart upon delivery. This  
3713       packet will include information on garbage, recycling and green waste program  
3714       guidelines, proper materials preparation, container set out information, collection  
3715       schedules and customer service information in English and Spanish.
- 3716       ▪ CMC will mail each multi-family complex customer a new multi-family program  
3717       announcement brochure introducing the new services available, including recycling  
3718       guidelines, and options for service levels and container sizes, along with rates, a tear-out  
3719       section to mail back indicating their level of preferred service, and a phone number for all  
3720       customer inquiries answered in either English and Spanish.
- 3721       ▪ CMC will mail to all commercial customers in the service area a new commercial  
3722       program announcement brochure introducing the new services available, including  
3723       recycling guidelines, options for service levels, container sizes and rates. A tear-out  
3724       section to mail back indicating their level of preferred service will be included, and a  
3725       phone number for all customer inquiries answered in either English or Spanish.
- 3727       ▪ CMC will mail to all commercial customers a  
3729       new commercial program postcard  
3731       announcing the delivery of their new  
3733       containers and reminding commercial  
3735       customers of the new services under the  
3737       contract.
- 3739       ▪ During the "start-up" phase, CMC will provide  
3741       additional customer service phone lines to  
3743       accommodate customer questions, service  
3745       level change requests, container requests,  
3746       and other service inquiries to ensure the utmost customer engagement, satisfaction and  
3747       feedback.
- 3748       ▪ On an ongoing basis, reminder tags will be used to remind customers about garbage  
3749       and recycling guidelines.
- 3750       ▪ The week before collection service begins CMC will use our outbound dialing system to  
3751       remind customers of the start of the new programs.





**3752 Commercial and Multifamily Customer Audits**

3753 Beginning in Q1 2010, CMC will begin visiting commercial and multi-family customers in the  
3754 unincorporated portion of Monterey County. Visits by the CMC Recycling Program Team will  
3755 insure the following:

- 3756       ▪ Each customer understands the change in service.
- 3757       ▪ Each customer is aware of the new programs being offered.
- 3758       ▪ Each customer's current service levels for garbage and recycling meets their needs.
- 3759       ▪ Locations of all containers and enclosure spaces are mapped for future use.
- 3760       ▪ Each customer understands the economic opportunities for recycling more waste.
- 3761       ▪ The necessary containers are in place at the start of the contract.

3762 This initial auditing of commercial and multifamily accounts will provide the County with valuable  
3763 data on the amount of material that is still available to be recycled. These visits will be timed  
3764 specifically to provide the County with the information it needs to create the most effective public  
3765 education campaign possible. CMC will assist the County in any way possible to design such a  
3766 campaign.

**3767 Training**

3768 The cart exchange will require education and training of supervisors, drivers, dispatch and  
3769 customer service staff on the roll-out and any new procedures. All staff will be trained on  
3770 acceptable (and unacceptable materials) and about the details of the transition period.  
3771 Fortunately, CMC's parent company, Waste Management, has extensive experience with these  
3772 transition programs, most recently in neighboring Alameda County.

3773 As the current provider, we are fortunate to have a dedicated team of drivers who are very  
3774 familiar with the service areas in the current Western and Northeastern areas. We will,  
3775 however, ensure that all drivers are properly trained in the new trucks and routes before they  
3776 are transitioned to the streets of Monterey County.

3777 Customers will continue to receive the highest level of service to which they are accustomed  
3778 because there will be minimal route changes to implement the new unified service.

**3779 Billing Services Plans**

3780 As the existing service provider, only CMC can ensure that there will be a transparent transition  
3781 of billing services in Monterey County's new Unified Franchise Agreement.

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3782 Transitioning to a new service provider can create  
3783 numerous challenges, giving rise to customer complaints.  
3784 Customers are especially sensitive to any errors on their  
3785 billing. Fortunately, using our existing billing methodology,  
3786 CMC's billing services will continue uninterrupted during the  
3787 transition with no inconvenience to the customer.

3788 For the purpose of reporting and tying back key data, our  
3789 billing department will be implementing a "fresh" Unified  
3790 customer database specific to the County Agreement to  
3791 ensure all fees, monthly, quarterly and annual reporting will  
3792 meet all expectations of the requirements of the new  
3793 Agreement. The information will be used to generate cart  
3794 and bin customer invoices according to the contract  
3795 parameters.

3796 Customers will also be notified of the option to either make  
3797 payments through the mail, credit cards, electronic fund  
3798 transfer, and the internet or by walking in to any one of  
3799 CMC's following payment locations:

3800 Carmel Drug Store (Carmel-by-the-Sea)  
3801 3NW Ocean and San Carlos, Carmel, CA 93921  
3802 Direct# 831-624-3819

3803 First National Bank (Monterey County West)  
3804 26380 Carmel Rancho Lane, Carmel, CA 93923  
3805 Direct# 831-626-5080

3806 Nick's Highway Market (Monterey County West)  
3807 11394 Merritt St, Castroville, CA 95012  
3808 Direct# 831-633-4065

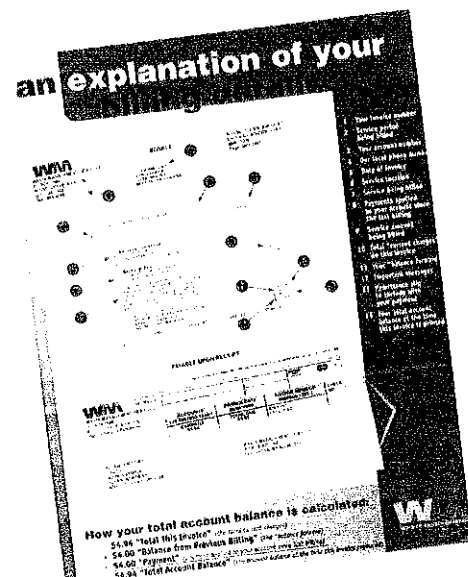
3809 Pacific Grove ACE Hardware (Pacific Grove)  
3810 244 Forest Ave, Pacific Grove, 93950  
3811 Direct# 831-646-9144

3812 Seaside Florist (Seaside)  
3813 695 Broadway, Seaside, CA 93955  
3814 Direct# 831-899-0373

3815 Bertelli's Drug Store (King City Inside)  
3816 425 Broadway, King City, CA 93930  
3817 Direct# 831-384-3259

3818 Jolon Rd. Transfer Station  
3819 52654 Jolon Rd, King City, CA 93930  
3820 Direct# 831-384-4258

3821 Carmel Marina Corporation  
3822 11240 Commercial Pkwy, Castroville, CA 95012  
3823 Direct# 831-796-2213



Our billing services will continue uninterrupted during the transition

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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3824 In the customer engagement mailers requesting their preferred level of service, CMC will also  
3825 include a section to update any current information that is in the existing database. When CMC  
3826 is in receipt of the responses all old customer information will be updated. We will also provide  
3827 this information to the County so that it can update its parcel data.

3828 **Transition Plan**

3829 CMC submits the following Transition Plan, which will be implemented upon the execution of a  
3830 new agreement for CMC to provide services to Monterey County.

- 3831 1. CMC submits the following transition plan for approval, as required by section 3.19.1 of  
3832 Unified Franchise Agreement 10204.
- 3833 2. CMC will submit an Emergency Backup plan as required by Section 3.19.2 of the Unified  
3834 Franchise Agreement.
- 3835 3. Per Section 3.19.3 of the Unified Franchise Agreement - CMC will work with the County  
3836 to obtain approval of the waste assessment protocols prior to April 1, 2010.
- 3837 4. Per Section 3.19.4 of the Unified Franchise Agreement – CMC will work with the County  
3838 to obtain approval of the format of all invoices prior to September 1, 2010.
- 3839 5. Per Section 3.19.5 of the Unified Franchise Agreement - Within 30 days of the execution  
3840 date of this Unified Franchise Agreement, CMC will provide payment of the proposal  
3841 development fee to the County.
- 3842 6. Per Section 3.19.6 of the Unified Franchise Agreement – CMC will provide collection  
3843 route maps to the County no less than 90 days prior to commencement of Collection  
3844 Services.
- 3845 7. Per Section 3.19.7 of the Unified Franchise Agreement - CMC will test the noise level of  
3846 all collection vehicles to ensure all collection vehicles are in compliance with noise  
3847 requirements prior to use as collection vehicles.
- 3848 8. Per Section 3.19.8 of the Unified Franchise Agreement – CMC will provide an equipment  
3849 inventory and New Truck Build Status to the County on or before September 1, 2010.
- 3850 9. Per Section 3.19.09 of the Unified Franchise Agreement – CMC will submit the initial  
3851 public education and outreach program to the County on or before July 1, 2010.
- 3852 10. Per Section 3.19.10 of the Unified Franchise Agreement - CMC will distribute initial  
3853 Collection Service notice to all customers no less than 30 days prior to commencement  
3854 of collection services.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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- 3855 11. Per Section 3.19.11 of the Unified Franchise Agreement – CMC will provide an  
3856 emergency contact number to the Contract Administrator prior to October 1, 2010.
- 3857 12. Per Section 3.19.12 of the Unified Franchise Agreement – CMC will develop a Website,  
3858 which will be available to customers, no later than September 1, 2010.
- 3859 13. Per Section 3.19.13 of the Unified Franchise Agreement – CMC will provide the name of  
3860 the CMC supervisor assigned to Monterey County on or before October 1, 2010.
- 3861 14. Per Section 3.19.14 of the Unified Franchise Agreement – CMC will provide evidence of  
3862 insurance on or before the Execution date of this Agreement.
- 3863 15. Per Section 3.19.15 of the Unified Franchise Agreement – CMC will obtain a  
3864 performance bond for \$5,000,000.00 Dollars within 30 days of the execution date of this  
3865 agreement.
- 3866 CMC recognizes that successful transitions require the immediate execution of specific tasks,  
3867 as well as a great deal of, communication, planning and coordination in preparation for the  
3868 provision of the services required by a new agreement. Even though CMC may be the current  
3869 service provider CMC treats any new agreement as a fresh opportunity to provide innovative  
3870 world class services to our customers. In anticipation of reaching a formal Unified Franchise  
3871 Agreement with Monterey County for the provision of Solid Waste Services, CMC has the  
3872 following transition tasks staged for immediate execution.
- 3873 1. Obtain Certificate of Insurance and provide original copy to County on or before the  
3874 Execution Date of this Unified Franchise Agreement.
- 3875 2. Obtain \$5,000,000.00 Performance Bond and provide original copy to County within 30  
3876 days of the execution date of this Unified Franchise Agreement.
- 3877 3. Pay \$170,000.00 Proposal development fee to County within 30 days of the execution  
3878 date of this Unified Franchise Agreement.
- 3879 4. A Letters of Commitment for the new trucks required by the New Unified Franchise  
3880 Agreement was secured as part of CMC's RFP submission, once the Unified Franchise  
3881 Agreement is reached, CMC will execute orders with our manufacturer for the new  
3882 trucks required. CMC will provide the service vehicle inventory and New Truck build  
3883 status to the County before September 1, 2010. CMC also provided the County with an  
3884 estimated schedule for the replacement of trucks through the initial term of the  
3885 agreement. Delivery of the first 25 new trucks will be staggered between January 1,  
3886 2011 and July 30 2011.
- 3887 5. Letters of Commitment for the carts initially required by the new Unified Franchise  
3888 Agreement was secured as part of CMC's RFP submission, once the Agreement is

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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3889 reached, CMC will execute orders with our manufacturer for the new carts required for  
3890 the November 1, 2010 startup of services. This will ensure that the new carts arrive early  
3891 enough to allow time to prepare the new carts for delivery, collect the existing old carts in  
3892 the field and deliver the new carts to all customers. CMC has a commitment from our  
3893 cart delivery team to complete initial deployment of new carts in 8 weeks. In order to  
3894 ensure a successful deployment and allow a cushion to complete all aspects of the  
3895 delivery plan, CMC has planned 12 weeks, starting the beginning of August, to  
3896 accomplish this part of the transition. Once the delivery plan is finalized, CMC will  
3897 provide a copy of the plan to the County prior to implementation.

3898 In order for CMC to develop a comprehensive competitive proposal for submission to the  
3899 County, all aspects of providing the Solid Waste Services requested by the County  
3900 were reviewed and in some cases hypothetical situations were developed and analyzed  
3901 to establish an accurate cost to provide certain services. Being the current service  
3902 provider to the County, along with the development of these new hypothetical situations,  
3903 has given CMC a head start on the Development of Routes Route Maps and a number  
3904 of other items the County may require. This enhances CMC's ability to provide items  
3905 required by the Unified Franchise Agreement on or before scheduled deadlines. New  
3906 Route Maps will be provided to the County a minimum of 90 Days prior to the  
3907 commencement of services.

3908 6. As the current provider of Solid Waste Services to Monterey County, CMC is familiar  
3909 with all of the County's requirements and procedures for collecting, hauling, measuring,  
3910 processing and reporting the materials collected in the County, as well as Billing  
3911 customers for all services provided. This makes it easier for CMC to develop Waste  
3912 Assessment Protocols and New Billing Invoices to submit to the County for approval  
3913 prior to their respective April 1, 2010 and September 1, 2010 deadlines.

3914 7. Over the years that CMC has provided Solid Waste Services to Monterey County, CMC  
3915 has worked extensively with the County in the development of Public Education  
3916 Materials, much of which CMC has accumulated to date. CMC intends to use a  
3917 combination of the Pub-Ed materials developed to date and newly developed Pub-Ed  
3918 Materials, for the New Agreement's Public Education & Outreach Plan, to be submitted  
3919 to the County on or before July 1, 2010. CMC will also use some of these materials in  
3920 the development of the initial Collection Service Notice that will be sent to all customers  
3921 in the First quarter of 2010.

3922 8. Once the new service agreement is reached, CMC local management will select a  
3923 Service Supervisor to assign to the County. The Name of the County's assigned Service  
3924 Supervisor will be provided to the County on or before October 1, 2010.

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

9. As part of the Emergency Backup Plan, submitted along with this transition plan, CMC has provided Emergency Contacts and their Telephone numbers.

10. CMC has completed the development of a Market Area website, which will be available to Monterey County and its customers. Monterey County and its customers will be able to view information related to the services available to them as part of the New Agreement, and will be able to take advantage of other online services such as Bill Payment, Q & A and service requests. This site is currently active and will be updated and available to Monterey and its customers far in advance of the September 1, 2010 deadline.

CMC is prepared to work closely with County Staff to complete all aspects on this transition plan on or before the deadlines specified by the County. In order to stay on Time and on Task, CMC has attached a Transition Action Plan, which will be implemented immediately after a new Unified Franchise Agreement is reached between CMC and The County.

Monterey County Vehicle Replacement Schedule															
Contract Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Calendar Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	TOTAL
Residential	0	8			5	1	3							1	18
Commercial	0	4	5	1		2									12
Roll Off	0	7	1				1								9
Bin Delivery	0	3													3
Scout Truck	0	3													3
<b>TOTAL</b>	<b>0</b>	<b>25</b>	<b>6</b>	<b>1</b>	<b>5</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>45</b>



**Monterey Transition Implementation Calendar**

		Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Jul-11
<b>RFP Process</b>	<b>Party Responsible</b>														
Monterey County Officially Selects Contractor and Formal Service Agreement is Signed	Monterey County and Waste Management Negotiating Teams														
<b>Transition Plan</b>															
Order \$5,000,000.00 Performance Bond & Provide to county within 30 days of Reaching Formal Agreement	CMC Contract Compliance														
Order and Provide Certificate of Insurance to the County on or before Reaching Formal Agreement	CMC Contract Compliance														
Assign CMC Supervisor Responsible for Monterey and Provide Name to County	CMC District Manager														
Develop "New Agreement" Collection Service Notice / Brochure for Single Family, Multifamily & Commercial Customers	CMC Contract Compliance														
Develop Monterey Link on Market Area Website	CMC Municipal Relations														
Work With the County to establish County Approved Waste Assessment protocols	CMC Recycling Coordinators														
Develop Initial Public Education Outreach Program	CMC Contract Compliance														
Mail "New Agreement" Collection Service Notice / Brochure to all customers in Q1, 2010	CMC Contract Compliance & Billing														
Perform On-Site Commercial & MFD Visits starting Q1 2010	CMC Recycling Coordinators														
Order New Carts required for New Agreement	CMC Contract Compliance														
Develop New Routes & Corresponding Maps	CMC Operations & BIP Team														
Receive and Prepare New Carts for Delivery	CMC Operations & Cascade Deployment Crew														
Provide New Route Maps to The County	CMC Contract Compliance														
Submit Initial Public Education Outreach Program to County for approval on or before July 1, 2010	CMC Contract Compliance														
Train Customer Service on New Agreement	CMC Customer Service														
Train Operations on New Agreement (drivers, supervisors)	CMC Operations														
Collect Old Carts and Deliver New Carts to Customers	CMC Operations & Cascade Deployment Crew														
Deliver Commercial & MFD "Right-Sizing" Carts and Bins	CMC Operations & Cascade Deployment Crew														
Deliver "New Agreement" Collection Service Notice / Brochure with Carts/Containers	CMC Operations & Cascade Deployment Crew														
Order for First Phase of New Collection Trucks August - 2010	CMC Contract Compliance														
Provide Inventory of Service Vehicles to County on or before September 1, 2010	CMC Maintenance														
Provide Emergency Contact information to Contract Administrator on or before October 1, 2010	CMC Contract Compliance														
New Residential, Commercial & MFD Programs Start	CMC Operations														
Receive first phase of New Vehicles	CMC Maintenance														
Process and Deploy New Vehicles	CMC Maintenance														

## Exhibit 5 Service Area

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3941 The boundaries of the Service Area are as indicated below:

3942 South Boundary- San Luis Obispo County line

3943 East Boundary- the San Benito/Fresno/Kings County lines

3944 West Boundary- the Pacific Ocean

3945 North Boundary- The Santa Cruz County line.

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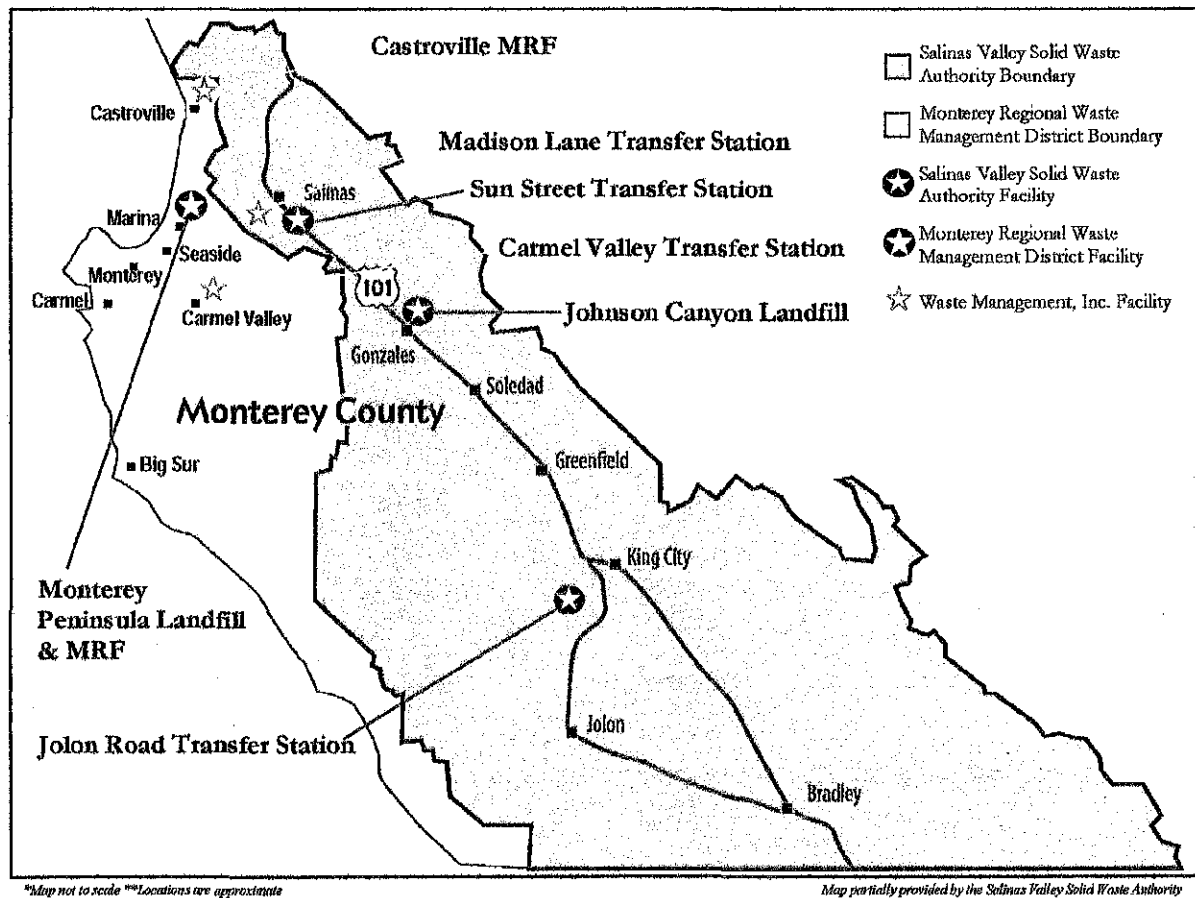
## Exhibit 6 JPA Boundaries

### MRWMD Description

The Monterey Regional Waste Management District jurisdictional boundaries include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and the unincorporated areas of Big Sur, Carmel Highlands, Carmel Valley, Castroville, Corral De Tierra, Laguna Seca, Moss Landing, Pebble Beach, San Benancio, and Toro Park. The District covers a total of 853 square miles.

### SVSWA Description

The Salinas Valley Solid Waste Authority jurisdictional boundaries include the cities of Gonzales, Greenfield, King City, Salinas, and Soledad and the unincorporated eastern portion of Monterey County. The Authority covers roughly 2,450 square miles.



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Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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## Exhibit 7 Reports

Contractor's Name  
Monthly Report Submission for: Month/Year  
**COUNTY OF MONTEREY UNIFIED FRANCHISE AGREEMENT**  
Reports are due on the 20th of each month

Article/Section	List of Reporting Categories	Also complies with
	Franchise Infringement	
3.17.2	Inadvertent Delivery of Unpermitted Waste (when applicable)	
11.13	Commercial and Multi-family Customer Site Visits Conducted	
13.03-13.05	Delinquent Accounts	
	List of accounts that have become "delinquent" due to non-payment	
	Customer Service/PR-Related Report	
11.11	Contact with Media	
21.01	Record of Inquiries and Complaints Received by Contractor	
21.03	Missed Collections	
3.20	Damage to Customer Property	
Article 14	Minimum Diversion Requirement Report will include total of tonnages collected, type of materials collected, and diversion rate achieved through:	AB939/SRRE
Articles 5, 6, 7, 8, and 9	Collection Services for SFD, MFD and Commercial Customers (Tonnages, )	
5.11.4	Used Oil and Oil Filter Collection (oil volume and number of filters)	Oil Block Grant
Article 10	On-Call Bin and Roll-off Collection	AB939/SRRE
11.01, 11.02	Christmas Tree collection and diversion (January report only)	AB939/SRRE
11.03	On-Call Collection for Employee Housing Sites	AB939/SRRE
11.04	County Clean-Up Services	AB939/SRRE
11.05	Recycling at Large Venues and Large Events	AB939/SRRE
11.07	Abandoned Solid Waste Locations	AB939/SRRE
Article 19	Public Education and Outreach Programs	AB939/SRRE
	List of activities conducted	
	Copies of notices distributed to customers during the month.	

Note:

Mid year, Contractor will provide narrative progress report of activities (e.g., discussion of program successes, challenges and strategies for overcoming challenges, assistance needed from County)

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Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

## Exhibit 7 Reports (Continued)

Contractor's Name \_\_\_\_\_

Annual Report for \_\_\_\_\_

### COUNTY OF MONTEREY UNIFIED FRANCHISE AGREEMENT

Due February 15 of each year

Contractor will include collated summary of the information contained in prior reports, including reconciliation of any adjustment from prior reports	
Section	Report Categories
5.11.5 and 19.04	<b>Home Composting Bin and Worm Bin Sale</b> Copy of annual notice given to customers Number of composting bins and worm bins sold Supporting documents to justify purchase price
11.10	<b>SRRE Compliance Plan</b> measurable goals and objectives that address each SRRE category (education, waste diversion, breakdown of waste streams diverted/targeted for diversion, barriers to success, and plan to overcome barriers)
11.03.7	<b>Participation in the Central Coast Recycling Media Coalition (CCRMC)</b>
Article 12	<b>Customer Inventory by Service Level and Rate</b>
15.03	<b>Changes to Collection Routes--If no changes, statement certifying no changes were made.</b>
15.04	<b>Audit of Routes (every three calendar years)</b>
16.08	<b>Noise Test for Vehicles (if requested by County)</b>
16.11	<b>Equipment Inventory</b>
17.07	<b>Safety Training Certification</b> to include HAZWOPER First Responder
19.02	<b>Copy of Annual Collection Service Notice</b> Copy of any notice of available collection services List of materials collected
28.02	<b>List of Subcontractors</b> Names, amount of goods and services, description of relationship to subcontractor (e.g. ownership interest)
	<b>A financial statement prepared as required by General Accepted Accounting Principles</b>

Note:

The annual report will include narrative of activities (e.g., discussion of program successes, challenges and strategies for overcoming challenges).

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## Exhibit 8 Employee Housing Sites

	Housing Name and Location	No. of Units	Types of Units	Occupancy Yearly / Seasonal	Actual # of Employees Permitted
1	Alpine Court 52 River Rd. Gonzales, CA 93926	19	8 SFD 11 Mobile Homes	Yearly	16
2	Amaral Rentals 152 Amaral Road, Castroville, CA 95012	8	5 SFD's 3 Mobile Homes Family use	Yearly	5
3	Bengard Ranch - Bardin Apts. 1953-2001 Alisal Road, Salinas, CA 93905	22	6 SFD's 16 Apartments Family use	Yearly	22
4	Bruce E & Cindy Wedlake Rentals 32974 GLORIA RD, GONZALES, CA 93926	8	6 Mobile Homes 2 spaces for M.H Family use	Yearly	8
5	Carrillo Farms 39568 Walnut Avenue. Greenfield, CA 93927	3	3 Mobile Homes Family use	Yearly	3
6	College Ville Farm Workers Inc 48449 Lonoak Rd. King City, CA 93930	6	4 SFD 2 Dormitories (32 Units) Family & single men use	Yearly	79
7	Corda Road Camp Alta St and Corda Road, Gonzales, CA 93926	19	19 Apartments Family use	Yearly	17
8	Gracia Camp 1702 Elkom Road, Watsonville, CA 95076	6	6 Mobile Homes Family use	Yearly	10
9	Iverson & Jacks Apts. 25300 Iverson Rd, Chualar, CA 93925	30	6 SFD 24 Apartment Family use	Yearly	30
10	Jacks Camp 14650 Reservation Rd., Salinas, CA 93908	4	2 Mobile Homes 1 Dormitory (11 Unit) Single men & Family use	Yearly	11
11	Kent's Court 73 Railroad Ave. Pajaro, CA	19	19 Mobile Homes Family use	Yearly	19
12	Los Coches Camp 37061 Vida Rd, Soledad, CA 93960	9	8 SFD's 1 Dormitory (7 Units) Family use	Yearly	12
13	Pryor Farms 33050 Sillman Rd, Soledad, CA 93960	8	2 SFD 6 Spaces Mobile	Yearly	12

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

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**Exhibit 8 Employee Housing Sites (Continued)**

			Homes Family use		
14	Sadao Matsunami 257 Live Oak Road, Watsonville, CA 95076	10	10 Apartments Family use	Yearly	10
15	Salinas Valley Floral Inc. 185 Zabala Road, Salinas, CA 93908	6	6 Spaces Mobile Homes Family use	Yearly	6
16	Sunset Farms Inc. 160 Springfield Road, Moss Landing, CA	2	2 Dormitories Single Men use	Seasonal	29
17	Toro Camp 252 Hitchcock Road, Salinas, CA 93908	5	5 Dormitories (26 Units) Single men	Seasonal	220

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## Exhibit 9 Emergency Backup Plan

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3977 To Be Inserted

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Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in  
Unincorporated Monterey County

Exhibit 10 COUNTY Facilities

Facility	Current Location	Service Level			Service Detail/Limitation
		Container Size	Container Quantity	Service Frequency	
Administration - Child & Family Resource Center	10601 McDougall Street	Castroville	2 CY Bin	1 1X	
Administration - RDA (Japanese School Site)	Gell Street and Pajaro Street	Castroville	2 CY Bin	1 1X	
Library - Big Sur (Modular)	Highway 1 Ripplewood Resort	Big Sur	2 CY Bin	1 2X	
Library - Castroville w/ Dist. 2 Supervisor	11140-11160 Speegle Street	Castroville	35 gal cart	1 1X	
Parks - Ducky Dell Community Park	Blohm Ave. and Carpentaria Road	Aromas	2 CY Bin	1 1X	
Parks - Jack's Peak Park	25020 Jack Peaks Park Road	Monterey	4 CY Bin	1 1X	
Parks - Laguna Seca	1025 Highway 68	Salinas	4 CY Bin	4 1X	
Parks - Manzanita Park	1700 Castroville Boulevard	Salinas	6 CY Bin	1 2X	
Parks - Royal Oaks Park	537 Maher Road	Watsonville	6 CY Bin	1 1X	
Parks - San Antonio Lake, NS	Star Route Box 2091	Bradley	Self-haul		Cost of Disposal in excess of 450 600 tons per calendar year or services requiring onsite Collection will be charged
Parks - San Antonio Lake, SS	Star Route 2610 SS	Bradley	Self-haul		Cost of Disposal in excess of 450 600 tons per calendar year or services requiring onsite Collection will be charged
Parks-San Lorenzo Park	1160 Broadway	King City	6 CY Bin	6 1X	
Parks - Toro Park	501 Monterey/Salinas Hwy 68	Salinas	4 CY Bin	1 1X	
Public Works - Facilities (Carmel Park)	Paso Hondo and Carmel River	Carmel Valley	3 CY Bin	1 1X	Green Waste
Public Works - Greenfield Yard (Office)	41801 East Elm Avenue	Greenfield	4 CY Bin	1 1X	
Public Works - Greenfield Yard (Shop & Storage)	41801 East Elm Avenue	Greenfield	4 CY Bin	1 1X	
Public Works - San Ardo Yard	Jolon Road & Main Street	San Ardo	1 CY Bin	1 1X	
Public Works - San Miguel Canyon Road Yard	1171 San Miguel Canyon Road	Salinas	2 CY Bin	1 1X	
Sheriff - Gun Range	Bitterwater Road	King City	1 CY	1 1X	
Probation - Rancho Cielo	700-710 Old Stage Road	Salinas	6 CY Bin	1 1X	
Agricultural Commissioner - Pajaro Office	417-A Salinas Road	Watsonville	96 gal cart	2 1X	Green Waste
Health - Children's Medical Services	47 San Benancio Canyon Road	Salinas	1 CY Bin	1 1X	
Health - Emergency Medical Services	19065 Portola Drive, Suite H, I, J & L	Salinas	4 CY Bin	1 2X	
Library - Aromas	387 Blohm Street	Aromas	4 CY Bin	1 1X	
Library - Big Sur	Highway 1 Ripplewood Resort	Big Sur	1 CY Bin	1 1X	
Library - Bradley	Dixie Street	Bradley	2 CY Bin	1 1X	
Library - Buena Vista	18250 Tara Drive	Salinas	1 CY Bin	1 1X	
Library - Carmel Valley	65 West Carmel Valley Road	Carmel Valley	1 CY Bin	1 1X	
Library - Parkfield	70643 Parkfield - Coalinga Road	San Miguel	96 gal cart	1 1X	
Library - Prunedale	17822 Moro Road	Prunedale	1 CY Bin	1 1X	
Library - San Ardo	62350 College Street	San Ardo	2 CY Bin	1 1X	
Library - San Lucas	54692 Teresa Street	San Lucas	1 CY Bin	1 1X	
Sheriff - Field Office, Carmel Valley	13 West Carmel Valley Road	Carmel Valley	1 CY Bin	1 1X	
Sheriff - Field Office, Chualar	24281 Washington Street	Chualar	96 gal cart	1 1X	
			96 gal cart	1 1X	Green Waste

USA WASTE OF CALIFORNIA, INC.

DBA CARMEL MARINA CORPORATION

Approved as revised on February 2, 2010

By: 

Dated: February 5<sup>th</sup>, 2010

Barry Skolnick, Area Vice President

By: 

Dated: February 5<sup>th</sup>, 2010

Robert E. Longo, Assistant Secretary  
and Group General Counsel



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3985 **Exhibit 11 COUNTY Sponsored Large Venue Events**

3987	<b>COUNTY-SPONSORED SPECIAL EVENTS</b>		<b>MSW Tonnage Produced</b>
3989	1	Concours de'LeMons	1
	2	Scottish Games	2
	3	Cherry's Jubilee	2
3991	4	24 Hours of Adrenalin	3
	5	Heart Walk	4
	6	Valley Heritage Day	4
3993	7	Bandecky Bash	4
	8	Wildflower Triathlon Festival	17
3995	9	Sea Otter Classic	27
	10	Spirit West Coast	32
	11	TBD	N/A
	12	TBD	N/A



# Monterey County

## Item No.25

### Board Report

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

Legistar File Number: 21-945

November 16, 2021

Introduced: 10/27/2021

Current Status: Health Department -  
Consent

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the Director of Health or the Assistant Director of Health to accept the Grant Award CERI-21-23-26 in the amount of \$617,240 from the California Department of Public Health ("CDPH") as part of the California Equitable Recovery Initiative ("CERI"); and
- b. Authorize the Director of Health or the Assistant Director of Health to sign any agreement, amendments or extensions, and documentation required by CDPH after review and approval by the Office of County Counsel.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to accept the Grant Award CERI-21-23-26 in the amount of \$617,240 from the California Department of Public Health ("CDPH") as part of the California Equitable Recovery Initiative ("CERI"); and
- b. Authorize the Director of Health or the Assistant Director of Health to sign any agreement, amendments or extensions, and documentation required by CDPH after review and approval by the Office of County Counsel.

#### SUMMARY/DISCUSSION:

The Monterey County Health Department (MCHD) has been allocated funds from the California Equitable Recovery Initiative (CERI) as part of a larger Centers for Disease Control and Prevention (CDC) National Initiative to Address COVID19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities grant. This funding focuses on reducing COVID-19's disparate impact on vulnerable residents by improving data collection, building and expanding infrastructure support for prevention, and mobilizing partners to advance health equity.

MCHD's allocation is for \$617,240 dollars over two years (September 1, 2021 through May 31, 2023). The funds from this grant, managed by the Planning, Evaluation, and Policy (PEP) Unit, will be used to support two health equity co-leads, draft a health equity plan for MCHD, and expand many of our Health in All Policies/Health Equity work including Health Equity Scholars Academy (HESA), Community Civic Engagement Academy (enLACE), and staff supports for implementing racial equity strategies as part of the county's Governing for Racial Equity (GRE) initiative. PEP staff will also create a health equity dashboard for public use on [DatashareMontereyCounty.org](https://DatashareMontereyCounty.org). Any remaining funds will be used to coordinate, administer, and manage the grant and subcontractors.

The overall goal for the project is to establish the equity infrastructure needed to build county capacity

to implement effective health equity strategies, both internally within MCHD as well as throughout Monterey County. There is no question that the inequities highlighted by the pandemic existed well before March of last year. This grant provides an opportunity to focus efforts and strategies on an equitable recovery by addressing the root cause of those injustices.

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; and 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; 2. Diagnose and investigate health problems and health hazards in the community; 3. Inform, educate, and empower people about health issues; 4. Mobilize community partnerships and action to identify and solve health problems; 5. Develop policies and plans that support individual and community health efforts; 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable; 9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services; and 10. Research for new insights and innovative solutions to health problems.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller have reviewed and approved the Award as to form and fiscal provisions, respectively.

FINANCING:

This is a request to accept \$617,240 in COVID-19 Health Disparities grant funding. There is no impact to the General Fund. There are sufficient appropriations in the Health Department's (8438-HEA014) 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: Vicente Lara, Management Analyst III, 755-4390

Approved by:

\_\_\_\_\_  
Date

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Grant Summary

Acceptance Letter



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: 21-945**

**November 16, 2021**

**Introduced:** 10/27/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Approve and authorize the Director of Health or the Assistant Director of Health to accept the Grant Award CERI-21-23-26 in the amount of \$617,240 from the California Department of Public Health (“CDPH”) as part of the California Equitable Recovery Initiative (“CERI”); and
- b. Authorize the Director of Health or the Assistant Director of Health to sign any agreement, amendments or extensions, and documentation required by CDPH after review and approval by the Office of County Counsel.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to accept the Grant Award CERI-21-23-26 in the amount of \$617,240 from the California Department of Public Health (“CDPH”) as part of the California Equitable Recovery Initiative (“CERI”); and
- b. Authorize the Director of Health or the Assistant Director of Health to sign any agreement, amendments or extensions, and documentation required by CDPH after review and approval by the Office of County Counsel.

### SUMMARY/DISCUSSION:

The Monterey County Health Department (MCHD) has been allocated funds from the California Equitable Recovery Initiative (CERI) as part of a larger Centers for Disease Control and Prevention (CDC) National Initiative to Address COVID19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities grant. This funding focuses on reducing COVID-19’s disparate impact on vulnerable residents by improving data collection, building and expanding infrastructure support for prevention, and mobilizing partners to advance health equity.

MCHD’s allocation is for \$617,240 dollars over two years (September 1, 2021 through May 31, 2023). The funds from this grant, managed by the Planning, Evaluation, and Policy (PEP) Unit, will be used to support two health equity co-leads, draft a health equity plan for MCHD, and expand many of our Health in All Policies/Health Equity work including Health Equity Scholars Academy (HESA), Community Civic Engagement Academy (enLACE), and staff supports for implementing racial equity strategies as part of the county’s Governing for Racial Equity (GRE) initiative. PEP staff will also create a health equity dashboard for public use on [DatashareMontereyCounty.org](https://DatashareMontereyCounty.org). Any remaining funds will be used to coordinate, administer, and manage the grant and subcontractors.

The overall goal for the project is to establish the equity infrastructure needed to build county capacity to implement effective health equity strategies, both internally within MCHD as well as throughout



Monterey County. There is no question that the inequities highlighted by the pandemic existed well before March of last year. This grant provides an opportunity to focus efforts and strategies on an equitable recovery by addressing the root cause of those injustices.

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; and 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; 2. Diagnose and investigate health problems and health hazards in the community; 3. Inform, educate, and empower people about health issues; 4. Mobilize community partnerships and action to identify and solve health problems; 5. Develop policies and plans that support individual and community health efforts; 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable; 9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services; and 10. Research for new insights and innovative solutions to health problems.

#### OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller have reviewed and approved the Award as to form and fiscal provisions, respectively.

#### FINANCING:

This is a request to accept \$617,240 in COVID-19 Health Disparities grant funding. There is no impact to the General Fund. There are sufficient appropriations in the Health Department's (8438-HEA014) 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

Legistar File Number: 21-945

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communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Vicente Lara, Management Analyst III, 755-4390

Approved by:

DocuSigned by:  
  
C7A30BA69CA8423... Date 11/1/2021 | 1:40 PM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Grant Summary

Acceptance Letter

# California Equitable Recovery Initiative (CERI)

*Funded by the National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities*

## Grant Overview

**Grant Period for Local Assistance:** September 1, 2021 – May 31, 2023

**Purpose of Funding:** To address COVID-19 disparities and advance health equity through strategies, interventions, and services that consider systemic barriers that have put certain groups at higher risk, including disproportionately impacted racial and ethnic groups, rural populations, those experiencing socioeconomic disparities, and other underserved communities.

The overall program aims to strengthen infrastructure and capacity in ways that both address disparities in the current COVID-19 pandemic and set the foundation for equitable recovery through:

- Expanding existing or developing new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved.
- Increase and improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness, and death to guide the response to the COVID-19 pandemic.
- Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved.
- Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved.

**Funded Activities:** Local Health Jurisdictions will receive a base level allocation to support equity infrastructure and core activities, including:

1. Establish a dedicated Equity Lead. Funding may also be used to support other equity staff positions and to engage in equity-focused organizational capacity building activities such as equity trainings, embedding equity in organizational policy, and community engagement.
2. Conduct an equity-focused organizational capacity assessment.
3. Contribute to the Statewide Health Equity Plan.
4. Participate in learning community and convenings with other jurisdictions
5. Implement targeted local equity activities (ex: establish multisector teams to address community needs, equity action plans, engage disproportionately impacted communities).

CDPH recognizes that community needs, challenges, and infrastructure are different for each LHJ. The intent is for these resources to be used flexibly in ways that are appropriate for each local context (rural and urban, large and small populations, newly developing equity programs or expanding on current efforts) while building collective capacity and alignment for advancing equity statewide. This grant offers a unique opportunity to focus resources on efforts to address upstream drivers for health and equity efforts. LHJs are encouraged to identify ways to use this funding toward structural and systemic change.

**State Health Equity Plan:** All activities will contribute to the development of a State Health Equity Plan structured in a results-based accountability model. This State Health Equity Plan will support coordination, alignment and learning across all work streams; and define a shared direction toward achieving equitable recovery.



TOMAS ARAGON, M.D., Dr.P.H.  
Director and State Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

September 3, 2021

Edward Moreno, MD, MPH  
Monterey County Public Health  
1270 Natividad Road  
Salinas, CA 93906  
morenoel@co.monterey.ca.us

**Addressing COVID-19 Health Disparities**  
**Award Number CERI-21-23-26**  
**Monterey County**

**Authority:**

Section 317(k)(2) of the Public Health Service Act [42 USC 247b(k)(2)]

Consolidated Appropriations Act, 2021 (P.L. 116-260)

Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260, Section 2, Division M, Title III)

Dear Dr. Moreno:

This letter covers the California Equitable Recovery Initiative (CERI) which is being funded by the Centers for Disease Control and Prevention (CDC) *National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities* grant. Funding for these activities is covered for the period September 1, 2021 to May 31, 2023. The California Department of Public Health (CDPH) is allocating \$ 617,240 to Monterey County. These funds are intended to address COVID-19 and advance health equity (e.g., through strategies, interventions, and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for diseases like COVID-19) for disproportionately impacted racial and ethnic groups, rural populations, those experiencing socioeconomic disparities, and other underserved communities within state and local health jurisdictions.

This allocation will be used to implement one or more of four distinct CDC strategies that collectively build upon current investments, better position California to meet COVID-19 response and recovery needs over the next 24 months, and allow the state to prioritize and target resources to those most vulnerable to the impacts of the pandemic. The four CDC strategies are:

1. Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved.
2. Increase/improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness, and death to guide the response to the COVID-19 pandemic.
3. Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved.

4. Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved.

#### **Expanding Resources to Address Equity**

All activities should aim to build infrastructure to address disparities in the current COVID-19 pandemic and set the foundation to address future responses in the following ways:

1. Build infrastructure and organizational capacity – establish core staffing, embed equity into internal policies and practices, such as workforce equity; budgeting and contracting equity; data policy; communications and engagement practices, etc.
2. Leverage strategies and practices aligned with the [COVID-19 Health Equity Playbook for Communities](#)
3. Support prevention and mitigation of disparities in COVID-19 and other health outcomes (direct and secondary impacts of the pandemic)
4. Address structural and/or social determinants of health (housing and homelessness, wraparound services, economic security, schools and childcare, transportation, climate change, isolation support, community safety, etc.)

#### **Funding Levels:**

The base award funding to be distributed among LHJs for local equity infrastructure is \$300,000. Additional funds above base funding will be awarded using a formula-based allocation model (weighted at 40% population size, 30% population living in poverty, and 30% communities of color), with a minimum threshold of \$100,000, to conduct targeted activities to address health disparities in COVID-19 and other health outcomes, with an emphasis on addressing upstream factors.

#### **Funding Term:**

The funding term is September 1, 2021 to May 31, 2023. CDPH plans to evaluate spending at the local level after a ten-month period from the date of this letter. CDPH, in consultation with the California Conference of Local Health Officers and California Health Executives Association of California, will consider options for possible redirection of funds at that time.

The CDC has stated that they will review requests for no-cost-extensions beyond this term in 2023. CDPH will request this option with the goal of allowing LHJs a full two years for implementation of the funding award and will notify LHJs as soon as the CDC provides a response. CDPH will also collaborate with LHJs on exploring options for long term sustainable funding for equity infrastructure.

#### **Funded Activities:**

LHJs will receive a base level allocation to support equity infrastructure and core activities, including:

1. Establish a dedicated Equity Lead (e.g., leadership level role, reporting to the director). Funding may also be used to support other equity staff positions and/or engage in equity-focused organizational capacity building activities such as equity trainings and the development and utilization of equity tools and resources to embed equity in organizational policy and support engagement and shared decision making with communities.
2. Conduct an equity-focused organizational capacity assessment
3. Contribute to the Statewide Health Equity Plan
4. Participate in engagement activities with other LHJs including a learning collaborative/community of practice and one statewide convening

5. Implement targeted local equity activities; examples include establishing multisector teams to address community needs, establishing equity action plans, engagement and relationship building with disproportionately impacted communities

For LHJs receiving base funding only, the priority for this funding is to “Establish a dedicated Equity Lead and/or other equity-focused organizational capacity building activities.” If your organization already has existing staff and organizational capacity funding may be used to expand existing or to initiate new equity activities. Further details about core activities are included in the Work Plan guidelines.

CDPH recognizes that community needs, challenges, and infrastructure are different for each LHJ. The intent is for these resources to be used flexibly in ways that are appropriate for each local context – rural and urban, large and small populations, newly developing equity programs or expanding on current efforts – while building collective capacity and alignment for advancing equity statewide.

This grant offers a unique opportunity to focus resources on efforts to address upstream drivers for health and equity efforts. LHJs are encouraged to identify ways to use this funding toward structural and systemic change.

#### **Statewide Health Equity Plan Process:**

The Statewide Health Equity Plan will leverage a Results Based Accountability model to align state and local performance metrics with shared population results in a common equity framework. This plan will be complimentary to and strategically integrated with [Let's Get Healthy California](#) – the state health improvement plan – and align with the [Office of Health Equity's Portrait of Promise](#) and other racial and health equity initiatives. It will be used to support coordination, alignment, and learning across all work streams and define a shared direction toward achieving equitable recovery. LHJs will be engaged in informing the framework for this shared plan and identifying performance metrics to track progress.

#### **Submission Requirements:**

LHJs are required to complete a Spend Plan and Work Plan by **October 1, 2021** and submit it to the California Department of Public Health at [EquityTeam@cdph.ca.gov](mailto:EquityTeam@cdph.ca.gov). See *Attachments 1 & 2*.

CDPH will commit to review all initial Spend Plan and Work Plan materials within 1-2 weeks of receipt to notify LHJs of any questions or clarifications needed and/or to confirm approval.

Your Agency should consider the following when developing your Spend Plan and Work Plan:

- Staffing: LHJs are encouraged to hire an Equity Officer/Lead or other equity-related staff (1 FTE).
- LHJs are strongly encouraged to engage tribal governments, community-based organizations, and/or faith-based organizations, particularly those with experience with priority populations. There is no explicit cap or percentage that must go to these partners; however, LHJs should meaningfully engage them and enlist their help as appropriate. Community engagement activities to involve relevant groups should be noted in the Work Plan.



- LHJs are encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and applicants from local communities disproportionately affected by COVID-19, who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community when executing contracts and other services.
- Technical Assistance consultation is available for any LHJs who have questions or would like to discuss strategy for Work Plan and Spend Plan development. Sample duty statements for a range of equity staff roles will be circulated as a resource. Contact [EquityTeam@cdph.ca.gov](mailto:EquityTeam@cdph.ca.gov)

**Work Plan and Spend Plan Revisions:**

- CDPH recognizes that initial Workplans may be more Work Plans and then LHJs will make revisions based on insights garnered from organizational assessment activities and through the contributions of newly hired equity lead staff.
- Work Plan updates that do not result in changes to the focus of activities, but provide greater specificity based on local work underway, may be incorporated in the regular Semi-Annual Progress Report.
- Work Plan and Spend Plan Revisions which do relate to changes in focus of activities or use of funds may be submitted at any time during the grant period to the [EquityTeam@cdph.ca.gov](mailto:EquityTeam@cdph.ca.gov) email inbox.
- Spend Plan revisions which result in a difference of greater than 5% from the original plan must be pre-approved before the expenditures for the associated changes occur.

**Reporting Requirements:**

As a subrecipient of the Addressing COVID-19 Health Disparities Among Populations at High-Risk and Underserved funding, the following reporting documents are required to be submitted to CDPH. For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Submit quarterly expenditure reports as updates to the Spend Plan following the dates listed in the table below. See *Attachment 1*.
2. Submit semi-annual progress reports on status of timelines, goals, and objectives in the approved Work Plan. Such reports should include note of the tribal governments, community-based organizations, and/or faith-based organizations that the county has included in its efforts. A final report in this format will be required at the end of the grant term. See *Attachment 2*.
3. Submit data relevant to CDC outcome reporting requirements. The CDC has requested data reflecting progress on the identified priority populations for this funding opportunity. As part of the semi-annual progress report, LHJs will be asked to provide updates on selected CDC performance measures, and available data (where applicable) documenting improvements for these populations based on the focus of local interventions.
4. LHJs will also be requested to report on performance measures developed through the State Health Equity Plan process. The interval for this reporting will be determined through the plan process, which will include LHJ input.

Quarter	Reporting Period	Due Date
Year 1/Q1	September 1, 2021 – September 30, 2021 Quarterly Spend Plan Update	January 14, 2022
Year 1/Q2	October 1, 2021 – December 31, 2021 Quarterly Spend Plan Update	
	August 1- December 31, 2021 <b>Semi-Annual Work Plan Progress Report #1</b>	
Year 1/Q3	January 1, 2022 – March 31, 2022 Quarterly Spend Plan Report	April 15, 2022
Year 1/Q4	April 1, 2022 – June 30, 2022 Quarterly Spend Plan Update	July 15, 2022
	January 1, 2022 – June 30, 2022 <b>Semi-Annual Work Plan Progress Report #2</b>	
Year 2/Q1	July 1, 2022 – September 30, 2022 Quarterly Spend Plan Update	October 14, 2022
Year 2/Q2	October 1, 2022 – December 31, 2022 Quarterly Spend Plan Update	January 17, 2023
	July 1, 2022 – December 31, 2022 <b>Semi-Annual Work Plan Progress Report #3</b>	
Year 2/Q3	January 1, 2023 – March 31, 2023* Quarterly Spend Plan Update	April 14, 2023
Year 2/Q4	January 1, 2023 – May 31, 2023 <b>Final Report</b>	June 15, 2023

#### **Reimbursement/Invoicing:**

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoices to: [EquityTeam@cdph.ca.gov](mailto:EquityTeam@cdph.ca.gov). See *Attachment 3* for more information regarding CDPH invoicing requirements.

1. First Quarter Payment: Upon receipt, review and approval of the Spend Plan and Work Plan, CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.
2. Future Payments: Future payments will be based on reimbursement of expenditures. In order to receive future payments, your Agency must complete and submit reporting documentation within *Attachments 1 and 2* following the due dates in the table above.
3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from your Contract Manager. Documentation should be maintained for five years.

**Funding Restrictions:**

All LHJ recipients are bound by the provisions of the federal grant, see the [CDC COVID-19 Health Disparities grant webpage](#) and [CDC General Terms and Conditions for Non-Research Awards](#). For an outline of items not funded under this grant, please see the *Attachment 5: Funding Restrictions*. If you have questions about whether an activity is an allowable cost, contact [EquityTeam@cdph.ca.gov](mailto:EquityTeam@cdph.ca.gov).

**Technical Assistance, Resources, and Peer Support**

California is leveraging this funding opportunity for a statewide process of equity capacity building. CDPH will be organizing several levels of technical assistance activities based on the needs identified. This support may include regional venues for LHJ collaboration and support, equity-focused technical assistance with CDPH Equity Technical Assistance team, topical learning collaboratives and trainings on themes such as recruitment, organizational assessment (based on identified needs), and exploring LHJ regional and peer mentorship partnerships. A grant [Q&A page](#) has also been posted and will be periodically updated with new information.

Thank you for the time your Agency has and will continue to invest in this California's pandemic response and recovery. We are hopeful that this additional funding can support the needs of your local health department and that it provides adequate resources for your participation in this grant. We have made our strongest attempt to keep reporting requirements minimal and incorporated statewide LHJ survey feedback to make this process participatory and impactful. If you have any questions or need further clarification regarding this funding, please reach out to [EquityTeam@cdph.ca.gov](mailto:EquityTeam@cdph.ca.gov).

Sincerely,



Rohan Radhakrishna, MD, MPH, MS  
Deputy Director  
Office of Health Equity  
California Department of Public Health

**Attachments**

Attachment 1: Spend Plan and Expenditure  
Report Attachment 2: Work Plan and Progress  
Report Attachment 3: Invoice Template  
Attachment 4: Local Allocations  
Attachment 5: Funding Restrictions

Cc: Elsa Mendoza Jimenez  
Krista Hanni  
Kristy Michie



# Monterey County

Item No.26

## Board Report

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

Legistar File Number: A 21-526

November 16, 2021

Introduced: 10/27/2021

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 a three (3) year Mental Health Services Agreement with Benjamin Macasaet DBA New Horizon I Adult Residential Facility in Salinas, CA for the provision of Board and Care Services for Monterey County Adult residents with severe psychiatric disabilities in the amount of \$186,150 for Fiscal Year (FY) 2021-22, \$186,150 for FY 2022-23, and \$186,150 for FY 2023-24, for a maximum County obligation of \$558,450 for the retroactive term of July 1, 2021 through June 30, 2024; and
- b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,845) of the original Agreement amount and do not significantly alter the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a three (3) year Mental Health Services Agreement with Benjamin Macasaet DBA New Horizon I Adult Residential Facility in Salinas, CA for the provision of Board and Care Services for Monterey County Adult residents with severe psychiatric disabilities in the amount of \$186,150 for Fiscal Year (FY) 2021-22, \$186,150 for FY 2022-23, and \$186,150 for FY 2023-24, for a maximum County obligation of \$558,450 for the retroactive term of July 1, 2021 through June 30, 2024; and
- b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,845) of the original Agreement amount and do not significantly alter the scope of services.

### SUMMARY/DISCUSSION:

This Agreement with Benjamin Macasaet DBA New Horizon I Adult Residential Facility is for a retroactive three (3) fiscal year term from July 1, 2021 to June 30, 2024, which renews and updates Agreement A-14000 which termed out on June 30, 2021.

This agreement is late in being presented to your board, and is retroactive to July 1, 2021, because the vendor was unable to obtain insurance as per County Risk Management guidelines. The vendor has since remedied the situation and has been providing access to structured board and care services for up to thirty (30) Adult System of Care clients at New Horizon I during this Q1 of FY 2021. To offset

increased Insurance premium costs to the vendor, the County has negotiated a \$2 per person daily patch increase for this agreement, which adds \$21,900 per year to the total County obligation.

New Horizon I Adult Residential Facility in Salinas, California meets all licensing requirements for Community Care facilities as authorized by the State Department of Social Services. The New Horizon I facility provides care, supervision, and community-based activities that create a normalizing experience for adults with severe psychiatric disabilities, as defined in Section 1502 of the California Health and Safety Code.

Monterey County Behavioral Health has contracted with New Horizon I for a number of years. The services benefit those individuals identified to be in most need of help, such as recently discharged patients from locked facilities. The structured activities of the services are geared to successfully assist the residents to reintegrate back into the community.

This Agreement contains a non-standard insurance provision of claims-based coverage. This Agreement also contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following Monterey County Health Department 2018-2022 strategic plan Initiative: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Realignment revenues. The funds for this Agreement (\$186,150) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2021-22 Adopted Budget. The funds for this Agreement for FY 2022-23 (\$186,150) and FY 2023-24 (\$186,150) will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2022-23 and Fiscal Year 2023-24 Requested Budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

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

☐ Administration:

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

☒ Health & Human Services:

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

☐ Infrastructure:

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

☐ Public Safety:

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

Prepared by: Norm Morris, Management Analyst II, 796-1277

Approved by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement





# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-526**

**November 16, 2021**

**Introduced:** 10/27/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a three (3) year Mental Health Services Agreement with Benjamin Macasaet DBA New Horizon I Adult Residential Facility in Salinas, CA for the provision of Board and Care Services for Monterey County Adult residents with severe psychiatric disabilities in the amount of \$186,150 for Fiscal Year (FY) 2021-22, \$186,150 for FY 2022-23, and \$186,150 for FY 2023-24, for a maximum County obligation of \$558,450 for the retroactive term of July 1, 2021 through June 30, 2024; and
- b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,845) of the original Agreement amount and do not significantly alter the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a three (3) year Mental Health Services Agreement with Benjamin Macasaet DBA New Horizon I Adult Residential Facility in Salinas, CA for the provision of Board and Care Services for Monterey County Adult residents with severe psychiatric disabilities in the amount of \$186,150 for Fiscal Year (FY) 2021-22, \$186,150 for FY 2022-23, and \$186,150 for FY 2023-24, for a maximum County obligation of \$558,450 for the retroactive term of July 1, 2021 through June 30, 2024; and
- b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,845) of the original Agreement amount and do not significantly alter the scope of services.

### SUMMARY/DISCUSSION:

This Agreement with Benjamin Macasaet DBA New Horizon I Adult Residential Facility is for a retroactive three (3) fiscal year term from July 1, 2021 to June 30, 2024, which renews and updates Agreement A-14000 which termed out on June 30, 2021.

This agreement is late in being presented to your board, and is retroactive to July 1, 2021, because the vendor was unable to obtain insurance as per County Risk Management guidelines. The vendor has since remedied the situation and has been providing access to structured board and care services for up to thirty (30) Adult System of Care clients at New Horizon I during this Q1 of FY 2021. To offset increased Insurance premium costs to the vendor, the County has negotiated a \$2 per person daily

patch increase for this agreement, which adds \$21,900 per year to the total County obligation.

New Horizon I Adult Residential Facility in Salinas, California meets all licensing requirements for Community Care facilities as authorized by the State Department of Social Services. The New Horizon I facility provides care, supervision, and community-based activities that create a normalizing experience for adults with severe psychiatric disabilities, as defined in Section 1502 of the California Health and Safety Code.

Monterey County Behavioral Health has contracted with New Horizon I for a number of years. The services benefit those individuals identified to be in most need of help, such as recently discharged patients from locked facilities. The structured activities of the services are geared to successfully assist the residents to reintegrate back into the community.

This Agreement contains a non-standard insurance provision of claims-based coverage. This Agreement also contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following Monterey County Health Department 2018-2022 strategic plan Initiative: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

#### OTHER AGENCY INVOLVEMENT:

The office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

#### FINANCING:

This Agreement is funded by Realignment revenues. The funds for this Agreement (\$186,150) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2021-22 Adopted Budget. The funds for this Agreement for FY 2022-23 (\$186,150) and FY 2023-24 (\$186,150) will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2022-23 and Fiscal Year 2023-24 Requested Budgets.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

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

☐ Administration:

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

☒ Health & Human Services:

Legistar File Number: A 21-526

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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:

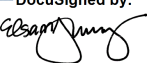
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ 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: Norm Morris, Management Analyst II, 796-1277

Approved by:

DocuSigned by:  
  
C7A30BA59CA8423...

Date: 11/1/2021 | 1:47 PM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement

**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: \_\_\_\_\_

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **BENJAMIN MACASAET DBA NEW HORIZON I ADULT RESIDENTIAL FACILITY** (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: community-based living that provides a normalizing experience for adults with severe psychiatric disabilities.

**II. EXHIBITS**

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION  
EXHIBIT B: PAYMENT AND BILLING PROVISIONS  
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION  
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED

- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY  
CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: MONTHLY CENSUS AND INVOICE FORM
- EXHIBIT H: MONTHLY ACTIVITIES SCHEDULE

### III. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit I, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

### IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **July 1, 2021** and shall remain in effect until **June 30, 2024**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days’ advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR’S failure to comply with COUNTY’S Utilization Review procedures;
  2. CONTRACTOR’S failure to abide by Grievance decisions;
  3. CONTRACTOR’S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR’S failure to submit Annual Reports, Provider’s Certification, and accompanying audited financial statement, CONTRACTOR’S Year-End Cost Report Settlement and/or other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit J;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
  6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
  7. CONTRACTOR loses its licensure or certification;
  8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
  9. Breach by CONTRACTOR of any confidentiality obligation;
  10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
  11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
  12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
  13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
  14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR



may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit J to this Agreement, and access to and audit of records described in Section XV to this Agreement, and in accordance with all applicable laws; and
5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

## **V. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS**

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act, California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB) Circular Nos.

A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, and the Mental Health policies issued by the County of Monterey.

- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

## **VI. CONTRACT MONITORING AND QUALITY CONTROL**

- A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

## **VII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS**

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the

term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
  - 1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
  - 2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
    - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
    - b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

## **VIII. PATIENT RIGHTS**

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or

activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

## **IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

## **X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.
- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated

reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

## **XI. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

## **XII. INSURANCE**

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

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
  3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.



Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section III (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

### **XIII. BUDGET AND EXPENDITURE REPORT**

- A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit I, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.
- B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit I as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

### **XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT**

- A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:
  1. State Cost Report.
  2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
  3. Annual Report(s), as applicable and required by the COUNTY.

4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit J, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

- B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit J, if made part of this Agreement. If Exhibit J is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.
- C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit J, if Exhibit J is made part of this Agreement.
- D. Cost Report Training. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit J, Section III, if made part of this Agreement.

## **XV. ACCESS TO AND AUDIT OF RECORDS**

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without

advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of seven (7) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit J, if made part of this Agreement.
- D. Responsibility for Audit and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

## **XVI. NON-DISCRIMINATION**

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

- B. Discrimination defined. The term “discrimination,” as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 (“Procedures for Investigation and Resolution of Discrimination Complaints”); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
1. California Code of Regulations, Title 9, §§ 526, 527;
  2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
  3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
  4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
  5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
  6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
  7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
  8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.
- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

## **XVII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible

individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

- C. For the purposes of this Section, “access” is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

## **XVIII. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person’s or organization’s policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employees assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company’s drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

## **XIX. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers’ compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR’S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR’S failure to pay such taxes when due.



**XX. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

**XXI. GENERAL PROVISIONS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

## **XXII. NOTICES AND DESIGNATED LIAISONS**

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

### **COUNTY OF MONTEREY**

Katy Eckert  
Behavioral Health Director  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

### **CONTRACTOR**

Benjamin Macasaet  
Owner/Facility Administrator  
New Horizon I Adult Residential Facility  
1121 E. Laurel Drive  
Salinas, CA 93906  
(831) 758-2139

(The remainder of this page is left intentionally blank)

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

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:   
65EE9F1502BD412... County Counsel

Date: 10/27/2021 | 10:44 AM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By:   
D3834BFEC1A3... Auditor-Controller's Office

Date: 10/27/2021 | 10:46 AM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

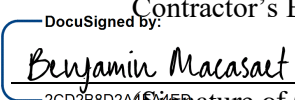
<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

*Ben Macasaet DBA New Horizon I Adult Residential Facility  
July 1, 2021 through June 30, 2024*

**CONTRACTOR**

**BENJAMIN MACASAET  
DBA NEW HORIZON I ADULT  
RESIDENTIAL FACILITY**

By:   
2CD2B8D2A4545D... (Signature of Chair, President,  
or Vice-President) \*  
Benjamin Macasaet; Owner/Facility Administrator  
Name and Title

Date: 9/15/2021 | 3:59 PM PDT

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **I. IDENTIFICATION OF PROVIDER**

Benjamin Macasaet  
DBA New Horizon I Adult Residential Facility  
1121 E. Laurel Drive  
Salinas, CA 93906

### **II. CERTIFICATION/TYPE OF FACILITY LICENSE**

Monterey County Behavioral Health Bureau (MCBHB) has developed a residential care registry of Monterey County clients in the program. To be eligible for the monthly supplemental rate, a facility must provide a Monthly Census identified as Exhibit G of this Agreement and a Monthly Activities Schedule identified as Exhibit H of this Agreement.

The facility must show current evidence of meeting all licensing requirements for Community Care facilities authorized by the State Department of Social Services to provide care and supervision to mentally disordered adults, as defined in Section 1502 of the Health and Safety Code. The facility must retain ongoing licensure and be in full compliance with licensing regulations. Any complaints received by the CONTRACTOR pertaining to services performed pursuant to this Agreement must be referred in a timely manner to MCBHB.

### **III. PROGRAM GOALS and OBJECTIVES**

In order to receive a payment for the care of mentally ill clients who are enrolled clients of MCBHB, a residential care facility must be licensed by the State of California Community Care Licensing and must provide services that will accomplish the following goals and objectives:

#### **GOAL #1**

**For clients who require the management of behavioral problems, the facility will provide a level of supervision and intensive interaction that is consistent with each client's needs as outlined in the client's individualized care plan.**

#### Objectives:

- 1a. The facility will participate with the MCBHB Case Manager, the client and others in the development of an individualized needs assessment and care plan for each client within the first thirty (30) days of placement and retain a signed copy of the documented results in a client chart that is retained in the facility.
- 1b. The facility will work cooperatively with the staff and programs of the MCBHB to accomplish each client's individualized treatment plan and will document significant ongoing problems and/or progress.

- 1c. The facility will attempt to reasonably manage those crisis situations so as to avoid psychiatric hospitalization. The goal will be to reduce each client's need for acute psychiatric services.
- 1d. The facility will work cooperatively with and provide information to the MCBHB Case Manager and medical staff to facilitate the evaluation of those clients deemed to require re-admission.

## **GOAL #2**

**The facility will assist clients to become more responsible to take medications as prescribed by their treating physician.**

### Objectives:

- 2a. Facility staff will transport the clients and/or monitor clients visits for psychiatric treatment at MCBHB.
- 2b. Facility staff will attend scheduled medication evaluation and planning appointments and work with MCBHB staff when medications are changed.
- 2c. The facility will store and dispense medication in an approved and effective manner, following State guidelines.
- 2d. The facility will maintain a current, updated record of the daily dispensing of medication, recording changes in dosages and types and recording the effects of medication administration.

## **GOAL #3**

**The facility will encourage clients to use treatment services and develop continuing support systems.**

### Objectives:

- 3a. The facility will provide transportation for clients to attend services and programs as outlined in each client's individual care plan.
- 3b. The facility will educate and encourage clients to use the services of the MCBHB Adult Services Programs and other specialized services identified in each client's individualized care plan.
- 3c. Facility staff will cooperate with the MCBHB Case Manager and the staff of specialized services identified in each client's individualized care plan. The facility operator will meet regularly with MCBHB staff in ensure service coordination.
- 3d. The facility will document in each client's folder client attendance at community programs.



#### **GOAL #4**

**The facility will encourage clients' use of leisure time in a constructive manner.**

##### Objectives:

- 4a. The facility will post, on a monthly basis, information about programs, groups and activities that are provided by community agencies for the general and specialized needs and interest of clients.
- 4b. The facility will encourage clients to develop regular daily activities or routines.
- 4c. The facility will post, on a monthly basis, the activities that the facility will provide for clients to supplement those provided by community agencies.
- 4d. The facility will document in each client's folder client attendance at the monthly activities.

#### **GOAL #5**

**The facility will encourage clients to maintain an acceptable level of personal hygiene and grooming, as well as physical and dental health.**

##### Objectives:

- 5a. Facility staff will encourage, track, monitor, and reinforce the maintenance by clients of an acceptable level of personal hygiene and grooming, as well as teach self-care when needed.
- 5b. The facility will provide adequate supplies and materials to accomplish this goal.
- 5c. The facility will ensure that clients receive an annual medical evaluation and dental check-up and will record the dates and results of both services in each client's folder.
- 5d. The facility will monitor to ensure that clients follow up on any established plan to care for any identified medical and dental problems, and will record these actions in the client's folder.

#### **GOAL #6**

**The facility will provide services in a manner that reflects an understanding of the specialized needs of the seriously mentally ill.**

##### Objectives:

- 6a. The facility will ensure that all administrative staff and staff responsible for the supervision of clients receive a minimum of twenty (20) hours of specialized training approved by the Behavioral Health Bureau.

- 6b. The facility will document and maintain a record of each staff person's attendance at approved training programs.

#### **GOAL #7**

**The facility will allow the staff of the Behavioral Health Bureau access to the facility, to the extent authorized by law.**

Objective:

The facility will work with the staff of the Behavioral Health Bureau to conduct client assessments, monitor care, provide consultation, conduct record reviews and evaluate the results of the services.

#### **IV. TREATMENT SERVICES**

MCBHB will provide case management services to all clients. Clients who receive services will be assessed and monitored by the MCBHB Case Management staff. A copy of the completed assessment will be reviewed annually. The Behavioral Health Program Manager must approve the assessment for admittance and continuance of the client in the supplemental rate program. This procedure will be used to assist in the determination of the functional ability and programmatic needs of the clients, and the appropriate placement in facilities providing supplemental services. If there are more clients eligible for the program than funding permits, eligible clients will be placed on a waiting list for future admission as vacancies permit.

(The remainder of this page is left intentionally blank)

**EXHIBIT B: PAYMENT AND BILLING PROVISIONS****I. PAYMENT TYPE**

COUNTY shall pay CONTRACTOR the net negotiated rate amount not to exceed **seventeen dollars (\$17.00) per client per day** for services authorized pursuant to Exhibit A.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

The chart below illustrates payment rate and total maximum liability for services provided at 1121 E. Laurel Drive located in Salinas, CA for **FY 2021-22 thru FY 2023-24**.

Fiscal Year / Term	Board & Care Standard Service Daily Patch	Estimated # of Clients Per Day	Estimated # of Days	Fiscal Year Totals
July 1, 2021 – June 30, 2022	\$17.00	30	365	\$186,150
July 1, 2022 – June 30, 2023	\$17.00	30	365	\$186,150
July 1, 2023 – June 30, 2024	\$17.00	30	365	\$186,150
<b>TOTAL MAXIMUM COUNTY OBLIGATION:</b>				<b>\$558,450</b>

**IV. PAYMENT CONDITIONS**

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Monthly Census and Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Monthly Census and Invoice Form with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

## V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$558,450** for services rendered under this Agreement.

## B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
July 1, 2021 – June 30, 2022	\$186,150
July 1, 2022 – June 30, 2023	\$186,150
July 1, 2023 – June 30, 2024	\$186,150
<b>TOTAL AGREEMENT MAXIMUM LIABILITY:</b>	<b>\$558,450</b>

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

**VI. BILLING AND PAYMENT LIMITATIONS**

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

**VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

#### **VIII. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

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**EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

Contractor's Name	<b>BENJAMIN MACASAET DBA NEW HORIZON I ADULT RESIDENTIAL FACILITY</b>
Name of Designee	Benjamin Macasaet
Title of Designee	Owner/Facility Administrator
I certify that I have read the provisions.-----	
Signature of Contractor	<div> <div>DocuSigned by:</div> <div>Benjamin Macasaet</div> <div>2CD2B8D2A4FA4ED...</div> </div> <div> Date 9/15/2021   3:59 PM PDT </div>
Title of Contractor: Owner/Administrator of New Horizon I ARF	

# **EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. ☒ Employs fewer than fifteen persons;
- B. ☐ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	<b>BENJAMIN MACASAET DBA NEW HORIZON I ADULT RESIDENTIAL FACILITY</b>		
Name of Designee	Benjamin Macasaet		
Title of Designee	Owner/Facility Administrator		
Street	1121 E. Laurel Drive		
City	Salinas	State	CA Zip 93905
IRS Employer Identification Number	383776195		
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date 9/15/2021   3:59 PM PDT	
Benjamin Macasaet			
Title of Contractor: Owner/Administrator of New Horizon I ARF			

## **EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

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In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

### **Organizations in a Culturally Competent Service System Promote:**

#### **Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

#### **Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

#### **Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

### **Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:


1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and

preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

- 3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.
- 4. Support the county’s goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
- 5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
- 6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
- 7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
- 8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.*

DocuSigned by:  
  
2CD2B8D2A4FA4ED...  
Signature of Authorized Representative  
9/15/2021 | 3:59 PM PDT  
Date

**BENJAMIN MACASAET DBA NEW HORIZON I  
ADULT RESIDENTIAL FACILITY**  
Contractor (Organization Name)  
Benjamin Macasaet  
Name of Authorized Representative (printed)  
owner/Licensee  
Title of Authorized Representative

**EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT****BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective July 1, 2021\_\_ (“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 BENJAMIN MACASAET DBA NEW HORIZON I ADULT RESIDENTIAL FACILITY (“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.

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(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;

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(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, inspect, 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

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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.

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**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.

*May 2021*



**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:

BENJAMIN MACASAET DBA NEW HORIZON I ADULT RESIDENTIAL FACILITY

Attn: Benjamin Macasaet

Owner/Facility Administrator

1121 E. Laurel Drive

Phone: (831) 758-2139

Fax: n/a

Email: newhorizon1121@yahoo.com

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.

May 2021

**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.

*May 2021*

**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.

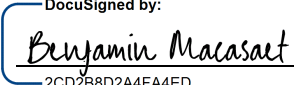
**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered 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:   
2CD2B8D2A4FA4ED...  
 Print Name Benjamin Macasaet  
 Print Title Owner/Facility Administrator  
 Date: 9/15/2021 | 3:59 PM PDT

By: \_\_\_\_\_  
 Print Name: Elsa Jimenez  
 Print Title: Director of Health Services  
 Date: \_\_\_\_\_

## EXHIBIT G - MONTHLY CENSUS AND INVOICE

PROVIDER: BENJAMIN MACASAET DBA NEW HORIZON I ADULT RESIDENTIAL FACILITY

MONTH OF: \_\_\_\_\_

FY: \_\_\_\_\_

[illegible]

**AMOUNT DUE:**    Total Client Days                                 Rate Per Client/Day **\$17.00**                      Total \$ Due                                   

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ ATE: \_\_\_\_\_

## EXHIBIT H: MONTHLY ACTIVITIES SCHEDULE

PROVIDER: BENJAMIN MACASAET DBA NEW HORIZON I ADULT RESIDENTIAL FACILITY

MONTH OF: \_\_\_\_\_ FY: \_\_\_\_\_

[illegible]



# Monterey County

Item No.27

## Board Report

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

Legistar File Number: A 21-528

November 16, 2021

Introduced: 10/28/2021

Current Status: Health Department -  
Consent

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement to pay the Monterey County Office of Education an amount not to exceed \$800,000 in one-time funding to retain and attract early childcare and education workforce for the period starting upon execution through June 30, 2022; and
- b. Approve nonstandard insurance provisions in Agreement as recommended by the Director of Health.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement to pay the Monterey County Office of Education an amount not to exceed \$800,000 in one-time funding to retain and attract early childcare and education workforce for the period starting upon execution through June 30, 2022; and
- b. Approve nonstandard insurance provisions in Agreement as recommended by the Director of Health.

### SUMMARY/DISCUSSION:

Quality childcare is crucial for the long-term social emotional health and academic performance of young children, and it is an essential infrastructure for a thriving economy. There is currently a shortage of childcare providers in Monterey County, which has been exacerbated during the COVID-19 pandemic. Monterey County Health Department is requesting an agreement with the Monterey County Office of Education to invest in the childcare workforce and attract students to the early childhood education pathway. Monterey County Office of Education's Education Services Early Learning Team will support administration of teacher retention and recruitment stipends, leveraging relationships developed through Quality Matters and the Child Care Planning Council, as well as the Bright Beginnings Early Childhood Development Initiative. Approval of this Agreement will enable Monterey County Office of Education to continue to support a system of care so that young children are ready for life and school, with their holistic needs for wellbeing are met.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 1. Empower the community to improve health; 2. Enhance public health and safety through prevention; 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: 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; and 8. Assure competent public



and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The office of the Counsel-Risk management and the Auditor-Controller have reviewed and approved as to form and fiscal provisions respectively.

FINANCING:

This Agreement for \$800,000 is funded by The American Rescue Plan Act (ARPA) (\$800,000). Appropriations for FY 2021-22 in the amount of \$800,000 are included in the Health Department's (HEA003-8124) 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: Shannon Castro, Management Analyst II, 755-4726

Approved by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement



# Monterey County

**Item No.25**

## Board Report

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

**Legistar File Number: A 21-528**

**November 16, 2021**

**Introduced:** 10/28/2021

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement to pay the Monterey County Office of Education an amount not to exceed \$800,000 in one-time funding to retain and attract early childcare and education workforce for the period starting upon execution through June 30, 2022; and
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This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 1. Empower the community to improve health; 2. Enhance public health and safety through prevention; 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: 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; and 8. Assure competent public

Legistar File Number: A 21-528

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and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The office of the Counsel-Risk management and the Auditor-Controller have reviewed and approved as to form and fiscal provisions respectively.

FINANCING:

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

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

☐ Administration:

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

☒ Health & Human Services:

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

☐ Infrastructure:

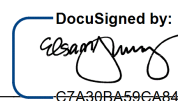
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

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

Prepared by: Shannon Castro, Management Analyst II, 755-4726

Approved by:

DocuSigned by:  
  
C7A30BA59CA8423...

Date: 11/10/2021 | 2:24 PM PST

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Monterey County Office of Education

---

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Staff to achieve development of teacher retention incentives to retain and attract early child care and education workforce.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$800,000**

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from starting Upon Execution to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** N/A

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

## 9.0 INSURANCE REQUIREMENTS:

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

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

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



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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

ARPA - MCOE  
FY 2021 - 2022  
\$800,000

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

## **11.0 NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

ARPA - MCOE

Agreement ID: FY 2021 - 2022

\$800,000

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health Bureau	Caryn Lewis, Ed.D. Assistant Superintendent, Educational Services
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	901 Blanco Circle, Salinas, CA 93912
Address	Address
(831) 755-4585	(831) 755-0383
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this



Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

#### **17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

#### **17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By:

Marina Pantchenko

County Counsel

Date: 10/27/2021 | 10:59 AM PDT

Approved as to Fiscal Provisions

By:

Gary Giboney

Auditor/Controller

Date: 10/27/2021 | 11:18 AM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By:

Danielle P. Mancuso

Risk Management

Date: 10/27/2021 | 11:04 AM PDT

**CONTRACTOR**

Monterey County Office of Education

DocuSigned by: Contractor/Business Name \*

By:

Caryn Lewis, Ed.D.

(Signature of Chair, President, or Vice-President)

Caryn Lewis, Ed.D., Assistant Superintendent

Date:

10/8/2021 | 1:58 PM PDT

By:

Colleen Stanley

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Colleen Stanley, Ed.D., Chief Business Official

Date:

10/4/2021 | 8:13 AM PDT

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

ARPA - MCOE  
FY 2021 - 2022

## ADDENDUM NO. 1

### TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND Monterey County Office of Education

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and Monterey County Office of Education (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 15.17 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

#### 1. 8.0 INDEMNIFICATION

8.0 Delete this section and insert the following "Mutual Indemnification".

##### Mutual Indemnification

County hereby agrees to indemnify, defend, and save harmless CONTRACTOR and its officers, agents, and employees to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by County or County's officers, agents and employees arising from its negligent acts, errors, and omissions in the performance of this agreement.

CONTRACTOR hereby agrees to indemnify, defend, and save harmless County and its officers, agents, and employees to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by CONTRACTOR OR CONTRACTOR'S officers, agents, employees arising from its negligent acts, errors, and omission in the performance of this agreement.

2. Section 10.5 of the Agreement, **Royalties and Inventions**, shall be deleted its entirety.

Monterey County Office of Education  
\$800,000  
Term ending, June 30, 2022  
pg. 1

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum No. 1, by the authority as follows:

**CONTRACTOR – Monterey County Office of Education**

**Approved:** DocuSigned by:

By: Caryn Lewis, Ed.D.  
155BE51E0CEC494...  
(Signature of Chair, President, or Vice-President)  
Caryn Lewis, Ed.D.  
Assistant Superintendent

\_\_\_\_\_  
Name and Title

Date: 10/8/2021 | 1:58 PM PDT

**Approved:** DocuSigned by:

By: Colleen Stanley  
A6B4F6C26DB2470...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasure)  
Colleen Stanley  
Chief Business Official

\_\_\_\_\_  
Name and Title

Date: 10/4/2021 | 8:13 AM PDT

**COUNTY OF MONTEREY**

**Approved as to Form:**

DocuSigned by:  
By: Marina Pantchenko  
65EE9F1502BD412...  
Deputy County Counsel

Date: 10/27/2021 | 10:59 AM PDT

**Approved:**

DocuSigned by:  
By: Gary Giboney  
D3834BFEC1D8449...  
Auditor/Controller

Date: 10/27/2021 | 11:18 AM PDT

**Approved:**

By: \_\_\_\_\_  
Director of Health

**Scope of Services / Payment Provisions  
to the Standard Agreement between  
The County of Monterey on behalf of its Health Department and  
Monterey County Office of Education**

## **I. BACKGROUND**

This Monterey County Health Department contract with the Monterey County Office of Education will provide one-time funding to retain and attract early child care and education workforce, for \$800,000.

**CHALLENGE:** Quality child care is crucial for the long term social emotional health and academic performance of young children, and it is an essential infrastructure for a thriving economy. Barriers to increasing the capacity of our early learning systems are higher than ever. At the onset of the pandemic, the formal child care and education workforce was estimated at 1,600 (teachers and administrators), in 325 child care homes and 115 centers, with licensed capacity to serve 9,930 children – a fraction of the approximately 36,000 children under five years in Monterey County.

Pre-pandemic it had been difficult to attract teachers and caregivers because of low wages. These low wages coupled with COVID-related illness and stress resulted in high teacher and caregiver attrition. There are not enough teachers to staff current classrooms, and centers struggle to keep classrooms open because of the shortage, let alone expand capacity.

**SOLUTION:** Invest in teacher incentives to retain current teachers and attract students to an early childhood education career pathway.

The Education Services Early Learning team at the Monterey County of Education will support the administration of teacher retention and attraction stipends, leveraging the relationships developed in the field through Quality Matters and the Child Care Planning Council.

### **ITEM 1 – Budget Details for Teacher Retention & Attraction Incentives**

<i>Item</i>			<i>Est. Cost</i>
Teacher Retention Incentives: Stipends and other incentives for teachers currently or recently employed. Estimated date of disbursal: September 2021-March 2022	Stipends Disbursed (Estimated disbursal September 2021-March 2022).	December 31, 2021 & June 30, 2022	\$550,000
Career Pathways Student Incentives: Stipends, supports, and other incentives for individuals working on their credentialing requirements on the early childhood care and education career pathway.		December 31, 2021 & June 30, 2022	\$131,000

Estimated date of disbursal: September 2021-June 2022			
Project Coordination: Outreach, eligibility determination, and incentive disbursal. Estimated date of completion: June 2022	Project plans, eligibility criteria and intake forms, outreach materials.	December 31, 2021 & June 30, 2022	\$55,000
Indirect Cost Rate of 8%			\$64,000
<b>Teacher Retention &amp; Attraction TOTAL</b>			<b>\$800,000</b>

## II. DETERMINATION OF COMPLIANCE

Upon request by the County, the Contractor will provide periodic progress reports throughout the duration of this Agreement. The determination of whether performance meets standard is at the sole judgment of the County. County will review these periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which the Contractor shall make readily available upon request.

In the event County determines the Contractor is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedies. These remedies may include, but are not limited to, requiring a corrective action plan, disallowing costs, changing the compensation schedule, reducing future allocations and/or terminating the Agreement.

**Modifications to the Scope of Services:** The Director of Health or designee may approve modifications to the specific tasks described above; however, any **modifications to compensation must be approved by the Board of Supervisors.**

## III. PAYMENT PROVISIONS

COUNTY shall pay an amount **not to exceed \$800,000** for the performance of all things necessary for or incidental to the performance of work as set forth above in the Scope of Services.

Contractor will submit invoices to COUNTY as follows:

Upon completion of deliverables and submission of semi-annual reports, submit invoices for the periods listed below as follows:

July 1, 2021 – December 31, 2021 = up to \$400,000.00

January 1, 2022 – June 30, 2022 = remainder of contract amount not to exceed \$800,000.00 total

## IV. INVOICING AND PAYMENTS

- For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- Invoices shall be submitted to:  
Monterey County Health Department  
Edward Moreno, MD, MPH



Health Officer and Director of Public Health  
1270 Natividad Road  
Salinas, CA 93906  
Telephone: (831) 755-4585

3. Invoices shall:
  - i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
  - ii. Bear the Contractor's name as shown on the agreement.
  - iii. Identify the billing and/or performance phase and deliverables covered by the invoice. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

#### **V. EXPENSES/FISCAL DOCUMENTATION**

1. Invoices, received from Contractor and accepted and/or submitted for payment by the County, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and provide to County upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of allowable expenses.



# Monterey County

Item No.28

## Board Report

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

Legistar File Number: A 21-534

November 16, 2021

Introduced: 11/1/2021

Current Status: Health Department -  
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement with LexisNexis Risk Solutions Bureau LLC and LexisNexis Risk Solutions FL Inc. ("LexisNexis") incorporating by reference the terms set forth in the Master Service Agreement No. 5-17-70-12 between RELX Inc. and the State of California, Department of General Services to give the Monterey County Public Guardian Office access to the Accurint public records database for term January 1, 2022 through December 31, 2022, for a contract amount not to exceed a total of \$3,036; and
- b. Approve recommendation of Director of Health to accept non-standard risk terms (disclaimer of warranties, limitation of liability, indemnification); and
- c. Approve and authorize the Director of Health or the Assistant Director of Health to sign one (1) future amendment to this Agreement where the amendment does not significantly change the Agreement.

### 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 LexisNexis Risk Solutions Bureau LLC and LexisNexis Risk Solutions FL Inc. ("LexisNexis") incorporating by reference the terms set forth in the Master Service Agreement No. 5-17-70-12 between RELX Inc. and the State of California, Department of General Services to give the Monterey County Public Guardian Office access to the Accurint public records database for term January 1, 2022 through December 31, 2022, for a contract amount not to exceed a total of \$3,036; and
- b. Approve recommendation of Director of Health to accept non-standard risk terms (disclaimer of warranties, limitation of liability, indemnification); and
- c. Approve and authorize the Director of Health or the Assistant Director of Health to sign one (1) future amendment to this Agreement where the amendment does not significantly change the Agreement.

### SUMMARY/DISCUSSION:

The Monterey County Health Department's Public Guardian/Administrator/Conservator's Bureau (Public Guardian) is mandated by law to take property and probate the estates of county residents who have passed away. Public Guardian is also the court appointed Probate Conservator for individuals who are unable to manage personal or financial affairs or resist fraud or undue influence, when there is no family or a qualified third party to act pursuant to Probate Code. The Public Guardian also serves as Public Representative Payee pursuant to Board Resolution 81-43 for residents deemed

incapable of managing their own entitlement benefits.

By law, the Public Guardian must give notice to all family members to the second degree for all persons that it seeks to file a conservatorship. The Public Administrator also has a legal duty to notify all heirs at law in all probate actions filed to administer a decedent's estate. The Public Guardian's office has had difficulty locating persons entitled to legal notice in some cases which has resulted in some cases being delayed and repeated court appearances necessary by County Counsel. Some of these additional appearances could have been avoided had the Public Guardian's office had a more sophisticated database to research current address and contact information for family members of clients. Additionally, the Public Guardian's office does not have an efficient tool for searching for contact information for relatives, resulting in time spent on google searching for information and making a lot of fruitless phone calls and emails to possible relatives. All this time could be saved by having a more robust and accurate search tool.

The Public Guardian and administrator also has a duty to make a diligent search for and protect real and personal property of conservatees and decedents whose estates are under the control of the Public Guardian's Office and locating out of county properties can be very difficult without a robust research tool to identify real and personal property.

To assist with these mandates, the Public Guardian's office is seeking to extend for an additional year an agreement with LexisNexis that will continue to provide access to their electronic information database services with proprietary public record databases throughout the United States which will allow the Public Guardian to locate relatives, heirs, properties and assets of Public Guardian clients and related individuals who are entitled to receive notice of legal actions filed by the Public Guardian's office. The Public Guardian intends to utilize one license (for an annual cost of \$1380), but requests approval for of funds to cover up to two licenses in the event that there is a business need to have two licenses or order specialized reports.

On December 12, 2017, LexisNexis entered into a three-year Master Service Agreement with the State of California's Department of General Services ("CA DGS"). The CA DGS gives the State the right to extend the MSA for two (2) optional one-year periods. On September 22, 2020, the Master Services Agreement was Amended and the term extended to December 31, 2021. LexisNexis and the CA DGS are in negotiations for a new Master Service Agreement with a start date of January 1, 2022. The Public Guardian's office will use this Agreement as the base for the Schedule A Agreement, which incorporates the Master Service Agreement in its totality.

While this work is not directly in support of a Health Department strategic initiative, it is in support of one or more of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; 6. Enforce Laws and Regulations that Protect Health and Ensure Safety; and 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 and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:

There are sufficient appropriations in the Health Department FY 2021-22 Adopted Budget for Public Guardian (HEA008-8118). Funds for this Agreement for FY 2022-23 will be included in Public Guardian's (HEA008-8118) Requested 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: Frances Stevens, Management Analyst II, 755-4532

Approved by:

\_\_\_\_\_  
Date:

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Schedule A Agreement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-534**

**November 16, 2021**

**Introduced:** 11/1/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

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Legistar File Number: A 21-534

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☒ 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:

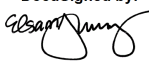
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ 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:

DocuSigned by:  
  
C7A30BA59CA8423...

Date: 11/2/2021 | 8:12 PM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Schedule A Agreement

**LexisNexis Risk Solutions**

**SCHEDULE A**  
**Accurint for Government**  
**(Per User Subscription)**

Customer Name:	<u>County of Monterey</u>
Billgroup #:	<u>ACC-1694797</u>
LN Account Manager:	<u>Jermaine Gage</u>

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all LexisNexis Risk Solutions affiliates shall be individually and collectively referred to as "LN". The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc.. Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports". The Master Service Agreement No. 5-17-70-12 ("Master Service Agreement") is incorporated herein by reference and made part of this Schedule A.

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning January 1, 2022 and ending December 31, 2022 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. FEES**

**2.1 User Fees:** The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

<b>PRICE TABLE</b>	
<b>Standard Features Fee (per user):</b>	<b>\$105.00</b>
<b>Premium Features:</b>	
Contact Card Report	\$10.00
Email Search Premium	\$0.00
Real Time Phone Search	\$0.00
<b>Total Monthly User Fees (per user):</b>	<b>\$115.00</b>
<b>Minimum Number of Users</b>	<b>1</b>
<b>Total Monthly Minimum Amount</b>	<b>\$115.00</b>

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month.

**2.2 Features Not Included:** The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report

Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search Premium
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Jail Booking Search & Report
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

***LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.***

**2.3 Payment Amount:** Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$115.00.

**2.4 DGS Fee:** A 1% DGS Fee will be added to the Total Monthly Minimum Amount.

### **3. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **September 29, 2021**.

#### 4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

#### AGREED TO AND ACCEPTED BY: County of Monterey

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

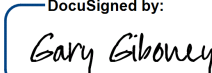
Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
  
A5C9D48C97E24DE...  
Christi McDonald

Deputy County Counsel

11/1/2021 | 12:42 PM PDT

DocuSigned by:  
  
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Gary Giboney

Chief Deputy Auditor-Controller

11/1/2021 | 1:38 PM PDT

# Accurint for Government

(Updated August 12, 2021)  
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

<b>PRICE SCHEDULE (Subscription)</b>	
<b>ACCURINT FOR GOVERNMENT FEATURES</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

Page 4 of 10

Confidential

408058.2v2

**Customized Schedule A**

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00

**Customized Schedule A**

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.



-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Additional Report Options:	--

**Customized Schedule A**

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00

**Customized Schedule A**

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00

**Customized Schedule A**

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50

**Customized Schedule A**

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

**Customized Schedule A**

Accurant for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.



# Monterey County

Item No.29

## Board Report

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

Legistar File Number: A 21-537

November 16, 2021

**Introduced:** 11/2/2021

**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 a Standard Agreement with Behavioral Tech, LLC for the provision of training and consultation services for a total Agreement not to exceed \$234,000 for the term beginning Upon Execution through June 30, 2023; and
- b. Approve the modified insurance provision in the Agreement, as recommended by the Director of Health; and
- c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$23,400) of the original Agreement amount and do not significantly alter the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Behavioral Tech, LLC for the provision of training and consultation services for a total Agreement not to exceed \$234,000 for the term beginning Upon Execution through June 30, 2023; and
- b. Approve the modified insurance provision in the Agreement, as recommended by the Director of Health; and
- c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$23,400) of the original Agreement amount and do not significantly alter the scope of services.

### SUMMARY/DISCUSSION:

Behavioral Tech, LLC provides Dialectical Behavior Therapy Skills (DBT Skills) training and consultation. DBT is an evidenced-based treatment model that is used with individuals who are dysregulated and have a difficult time engaging and staying with mental health and substance use treatment. Behavioral Tech, LCC are the developers of the DBT model and provide intensive training in DBT Skills, practical interventions that paraprofessional and professional (licensed) staff can use with all Monterey County Behavioral Health clients.

Learning to provide a new type of mental health treatment to a client is very difficult. It requires not only didactic learning but also experiential learning with an instructor who can provide case examples and practice exercises in class that include the types of clients that the participant serves. Feedback with practice activities (role plays), examples of actual client encounters, and at least one year of consultation related to actual case work is needed to become proficient in DBT. Behavioral Tech can



teach these skills to staff which will provide another treatment model for the clients we serve.

The Contractor has provided proof of Commercial General Liability (“GL”) insurance, the GL Additional Insured and Primary, Non-Contributory endorsements, Professional Liability, Workers Compensation, and Automobile Liability as required by the County. The Health Department recommends the modification to the County’s Automobile insurance endorsement requirements as Contractor will not be providing direct client services nor transportation for clients or County staff while performing the services as described in this Agreement. All services will be either virtual, through telephone, or email.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiative: 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports the following of the ten essential public health services, specifically: 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The office of the County Counsel, Risk Management, and the Auditor-Controller have reviewed and approved the Agreement as to legal form, insurance requirements, and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Federal Funding Participation (FFP) and Realignment funds, which are included in the Health Department’s Behavioral Health Bureau (HEA012, Unit 8410) 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: Pat Bass, Management Analyst II, 755-4538

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-537**

**November 16, 2021**

**Introduced:** 11/2/2021

**Current Status:** Agenda Ready

**Version:** 1

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Learning to provide a new type of mental health treatment to a client is very difficult. It requires not only didactic learning but also experiential learning with an instructor who can provide case examples and practice exercises in class that include the types of clients that the participant serves. Feedback with practice activities (role plays), examples of actual client encounters, and at least one year of consultation related to actual case work is needed to become proficient in DBT. Behavioral Tech can teach these skills to staff which will provide another treatment model for the clients we serve.

The Contractor has provided proof of Commercial General Liability (“GL”) insurance, the GL Additional Insured and Primary, Non-Contributory endorsements, Professional Liability, Workers Compensation, and Automobile Liability as required by the County. The Health Department recommends the modification to the County’s Automobile insurance endorsement requirements as Contractor will not be providing direct client services nor transportation for clients or County staff while performing the services as described in this Agreement. All services will be either virtual, through telephone, or email.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiative: 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports the following of the ten essential public health services, specifically: 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The office of the County Counsel, Risk Management, and the Auditor-Controller have reviewed and approved the Agreement as to legal form, insurance requirements, and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Federal Funding Participation (FFP) and Realignment funds, which are included in the Health Department’s Behavioral Health Bureau (HEA012, Unit 8410) 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:

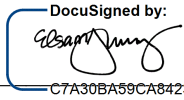
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Pat Bass, Management Analyst II, 755-4538

Legistar File Number: A 21-537

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Approved by:

DocuSigned by:  
  
C7A30BA59CA8423...

Date: 11/4/2021 | 4:14 PM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Behavioral Tech, LLC

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Dialectical Behavioral Therapy Training and Consultation to Monterey County Health Department Behavioral Health Bureau clinical staff, administrators, and Bureau's contract providers.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 234,000.00

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from June 30, 2023 to Upon Execution, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Insurance Modification

**Exhibit C:** Monterey County Behavioral Health-Invoice Form

Behavioral Tech, LLC  
Upon Execution-6/30/2023



## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

Behavioral Tech, LLC  
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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and



treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.



## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Katy Eckert, MBA Behavioral Health Bureau Chief	Holli Harris CEO, Behavioral Tech, LLC
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	1107 NE 45th ST., Suite 114 Seattle, WA 98105
Address	Address
(831) 755-4509	(206) 675-8588
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

Behavioral Tech, LLC  
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- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By:

Marina Pantchenko

County Counsel

Date: 11/1/2021 | 11:34 AM PDT

Approved as to Fiscal Provisions

By:

Gary Giboney

Auditor/Controller

Date: 11/1/2021 | 1:39 PM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

**CONTRACTOR**

Behavioral Tech, LLC

DocuSigned by: Contractor/Business Name \*

By:

Holly Harris, CEO

(Signature of Chair, President, or Vice-President)

Holly Harris, CEO

Date:

10/25/2021 | 2:46 PM PDT

By:

Tony DuBose, PsyD., Chief Training Executive

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Tony DuBose, PsyD., Chief Training Executive

Date:

10/27/2021 | 6:32 AM PDT

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

Behavioral Tech, LLC  
Upon Execution-6/30/2023

## **EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS**

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- I. **PURPOSE:** To provide training and consultation in Dialectical Behavioral Therapy (DBT) to support staff members' ability to work with clients who are dysregulated and/or not able to participate consistently or effectively in other forms of therapy. Training will be provided through a live, virtual, instructor-led format. Consultation will be provided live through virtual or telephonic formats. The trainings shall be provided to clinical staff, contract providers, and administrators of the Monterey County Health Department Behavioral Health Bureau ("MCBH").
- II. **PERIOD OF PERFORMANCE:** Subject to other Agreement provisions, the period of performance under this Agreement shall be from **Upon Execution to June 30, 2023.**
- III. **SCOPE OF WORK**

**PROGRAM GOALS AND OBJECTIVES:** The CONTRACTOR shall provide trainings and consultation on a range of topics, and otherwise do all things necessary for, or incidental to, the performance of work. The focus shall be on staff developing Acceptance (Mindfulness & Distress Tolerance) and Change (Emotion Regulation & Interpersonal Effectiveness)-oriented DBT skills:

### **A. Training**

Training is defined as a structured presentation of information that is prepared in advanced to support participant knowledge and skill development in a particular, predetermined area. For each training of two or more hours, CONTRACTOR will provide Continuing Education Credits, *or* provide the following information at least one week prior to the training:

- 1) A syllabus outlining educational goals, learning objectives, class content broken down by topic, and at least five professional sources used to build the training.
- 2) A PDF version of slides to be used during the training
- 3) Exam Questions (10)

Training shall include the following courses:

**A1. DBT Skills Training: Introduction.** This training consists of eight 90-minute modules delivered live and online for a total of 12 instructor-led hours. The training can be provided in 2 full days or 4 half days of training delivered in the same week or separate weeks. One instructor will provide training to a maximum of 40 participants. Each module includes reading and homework tasks. Total participant time required for each module is approximately 2.5 - 3 hours. Quizzes are included in each module and are repeated as a final knowledge test at the end of the program. Participants will receive electronic versions of the training handouts.

**As a result of this training participants will be able to describe the key elements of DBT skills training.**

This introduction to DBT Skills Training introduces Dialectical Behavior Therapy (DBT) Skills: Core Mindfulness, Distress Tolerance, Emotion Regulation, and Interpersonal Effectiveness. Participants learn about the function of skills training in DBT, the structure of a DBT skills training program, the goals and general content of each skills module, and the targets for DBT skills training. It also provides an overview of the way DBT conceptualizes problems, as well as the behavior change, validation, and dialectical strategies used across all modes of the treatment. Clinical examples are used to illustrate specific skills training procedures. Video of roundtable discussions of DBT experts, and demonstrations of a skills training class are incorporated.

Modules include:

- 1) DBT Skills in Context
- 2) DBT Skills Delivery
- 3) The Middle Path: Dialectics and Validation
- 4) The Middle Path: Changing Behavior
- 5) Introduction to Core Mindfulness
- 6) Introduction to Interpersonal Effectiveness
- 7) Introduction to Emotional Regulation
- 8) Introduction to Distress Tolerance

### **Use of Behavioral Tech Materials**

All materials that BTECH provides to County, including, but not limited to, training and course materials, supporting documentation, information describing CONTRACTOR processes and techniques, and all other knowledge, plans, and information (“CONTRACTOR Materials”) shall remain the sole property of CONTRACTOR or its affiliates. This Contract does not grant County any rights to display, reproduce, distribute, copy, keep, make derivative works from, or otherwise use any CONTRACTOR Materials, except as explicitly provided in this Contract.

After the above-listed trainings have occurred, County shall return or destroy all CONTRACTOR Materials, except with a written agreement authorizing continued use.

### **Audio/Video Recording**

County recognizes and agrees that BTECH has a strict policy that prohibits audio or visual recording of all aspects of training provided by CONTRACTOR trainers. County further recognizes and agrees that recording without permission may result in a violation of client confidentiality and may be subject to legal action.

### **CE : DBT Skills: Introduction**

**CONTRACTOR** calculates the continuing education (CE) credits by the number of training content hours delivered. Eligible participants will earn **12** credit hours for



successful completion of this training. Partial credits cannot be issued. This training is approved for the following disciplines from the boards listed below:

- **Alcohol and Drug Abuse Counselors** – National Association for Alcoholism and Drug Abuse Counselors (NAADAC)
- **Mental Health Counselors** – National Board of Certified Counselor (NBCC)
- **Nurses** – Accreditation Council for Continuing Medical Education (ACCME)
- **Psychiatrists** – Accreditation Council for Continuing Medical Education (ACCME)
- **Psychologists** – American Psychological Association (APA)
- **Social Workers** – National Association of Social Worker Washington Chapter (NASW-WA)
- **Other Professionals** – Letter of Attendance from BTECH

Only participants with 100% attendance, and who have completed the Post-Event Evaluation, and passed their Final Exam with a score of 70% or higher will receive credit.

NOTE: Attendance will be recorded through Zoom log-in/log-out records. Each participant must log-in to the training through separate devices with their full name listed as their Zoom ID for proper recording of their attendance.

Continuing education documentation will be provided to the **County** contact 4 – 6 weeks after the training. It is the **County** is responsible for distributing these documents to the individual participants. *Please note that CE delivery is contingent on full payment for services delivered.*

**Training Participant Technology Requirements:** This training is delivered live and online, MCBH training participants will need access the following technology resources to attend:

- Each MCBH participant will need a desktop or laptop computer equipped with a web camera, microphone/speakers or a headset, and a stable high speed internet connection
- County IT support to facilitate access of MCBH training participants to:
  - A high-speed Internet Service Connection with a minimum speed of 5Mbps
  - The most recent version of any of the following web-browsers:
    - Google Chrome
    - Firefox
    - Safari
    - Microsoft Edge
    - *(Please note Internet Explorer will not be supported)*
  - Web-browser configurations must have JavaScript enabled and popup blockers disabled
  - The following software applications:
    - Zoom
    - Microsoft Word
    - Microsoft Excel
    - A PDF reader such as Adobe Acrobat Reader, or the ability to view PDFs in a web-browser

- No firewall restrictions. If a firewall is installed on County network, please be aware that may interfere with the training content and materials, as it may be blocked. Please include the following 3<sup>rd</sup> party services to trusted sites list(s).
  - Thinkific Learning Management System:  
<https://behavioraltech.thinkific.com/>
  - SurveyMonkey: <https://www.surveymonkey.com/>
  - Zoom: <https://zoom.us/>

### **County Training Coordination:**

- County will identify day-to-day contact from County team who will provide 48-hour response to phone calls and emails.
- County will provide roster of MCBH training participants for the training as instructed by CONTRACTOR Project Manager.
- Distribute continuing education (CE) documentation to MCBH training participants after the training event.
- County agrees to limit the training and consultation engagements to the maximum number of County selected participants

**A2. DBT Skills Training: Fundamentals:** This training consists of sixteen 90-minute modules delivered live and online for a total of 24 instructor-led hours. The training can be provided in 4 full days or 8 half days of training delivered in separate weeks. One instructor will provide training to a maximum of 40 participants. Each module includes reading and homework tasks. Total participant time required for each module is approximately 2.5 - 3 hours. Quizzes are included in each module and are repeated as a final knowledge test at the end of the program.

**As a result of this training participants will be able to conduct DBT skills training**

This training provides in-depth training in Dialectical Behavior Therapy (DBT) Skills: Core Mindfulness, Distress Tolerance, Emotion Regulation, and Interpersonal Effectiveness, as well as the training methods required to help patients move from skills acquisition to generalization of skills into their natural environments. The intended purpose of the various skills and the rationale (including the evidence) for their place in the treatment are addressed. Clinical examples are used to illustrate specific skills training procedures. Participants will learn key teaching points for the various skills. Video of roundtable discussions of DBT experts, and demonstrations of a skills training class are incorporated.

Modules include:

- 1) Orientation & Analyzing Behavior
- 2) Managing the Learning Environment
- 3) Teaching: Engaging Clients in Skills Acquisition
- 4) Engaging Clients in Skills Strengthening Procedures
- 5) Coaching DBT Skills: Generalization to the Natural Environment
- 6) Managing Therapy Interfering Behaviors in Skills Training
- 7) Mindfulness: Goals & Definitions

- 8) Mindfulness: Core Mindfulness Skills
- 9) Interpersonal Effectiveness: Goals & Factors that Interfere
- 10) Interpersonal Effectiveness: Obtaining Objectives Skillfully
- 11) Interpersonal Effectiveness: Building Relationships, Ending Destructive Ones, and Recovering from Invalidation
- 12) Emotion Regulation: Understanding & Naming Emotions
- 13) Emotion Regulation: Changing Emotional Responses
- 14) Emotion Regulation: Reducing Vulnerability to Emotion Mind
- 15) Distress Tolerance: Crisis Survival Skills
- 16) Distress Tolerance: Reality Acceptance Skills

### **Use of Behavioral Tech Materials**

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NOTE: Attendance will be recorded through Zoom log-in/log-out records. Each participant must log-in to the training through separate devices with their full name listed as their Zoom ID for proper recording of their attendance.

Continuing education documentation will be provided to the **Client** contact 4 – 6 weeks after the training. It is the **Client** is responsible for distributing these documents to the individual participants. *Please note that CE delivery is contingent on full payment for services delivered.*

**Training Participant Technology Requirements:** This training is delivered live and online, MCBH training participants will need access the following technology resources to attend:

- Each MCBH participant will need a desktop or laptop computer equipped with a web camera, microphone/speakers or a headset, and a stable high speed internet connection
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    - Firefox
    - Safari
    - Microsoft Edge
    - *(Please note Internet Explorer will not be supported)*
  - Web-browser configurations must have JavaScript enabled and popup blockers disabled
  - The following software applications:
    - Zoom
    - Microsoft Word
    - Microsoft Excel
    - A PDF reader such as Adobe Acrobat Reader, or the ability to view PDFs in a web-browser
  - No firewall restrictions. If a firewall is installed on County network, please be aware that may interfere with the training content and materials, as it may be blocked. Please include the following 3<sup>rd</sup> party services to trusted sites list(s).
    - Thinkific Learning Management System:  
<https://behavioraltech.thinkific.com/>
    - SurveyMonkey: <https://www.surveymonkey.com/>
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**County Training Coordination:**

- County will identify day-to-day contact from County team who will provide 48-hour response to phone calls and emails.
- County will provide roster of MCBH training participants for the training as instructed by CONTRACTOR Project Manager.
- Distribute continuing education (CE) documentation to MCBH training participants after the training event.

- County agrees to limit the training and consultation engagements to the maximum number of County selected participants

#### **B. Consultation.**

Consultation is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to training, consultation is less structured, and more response to the individualized needs of participants. CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations.

Consultation may be provided virtually or via telephone. A maximum of eight individuals may participate in consultation per video conference/phone call. Consultation will be scheduled by the Contract Monitor and can include consultation regarding Evidence Based Practice (EBP) implementation, client treatment and staff skill-building.

All information will remain confidential, and information discussed will be de-identified.

#### **C. Books**

County will purchase books on their own. This may or may not be from Contractor. Each participant will have, by the start of training, the following two books:

- Linehan, M.M. (2015). DBT® Skills Training Manual (2nd Edition). New York: Guilford Press.
- Linehan, M.M. (2015). DBT® Skills Training Handouts and Worksheets (2<sup>nd</sup> Edition). New York: Guilford Press.

#### **IV. DESIGNATED CONTRACT MONITOR:**

Jill Walker, Ph.D., Training Manager  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Road  
Salinas, CA 93906  
(831) 796-1271

#### **V. PAYMENT PROVISIONS**

##### **A. COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed **\$234,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

DESCRIPTION OF SERVICES	FEE
<b>TRAINING – Virtual – Live</b>	
DBT Skills Training Introduction	\$11,500
DBT Skills Training Fundamentals	\$21,500
<b>CONSULTATION- Virtual- Live or Telephonic</b>	
Hourly Rate	\$300

- B. These rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.
- C. There shall be no travel reimbursement allowed during this Agreement.
- D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service.
- E. CONTRACTOR shall submit via email a monthly claim using Exhibit C – Invoice Form in Excel format with electronic signature(s) and supporting documentation or an invoice that provides all the required County information for services rendered to:

MCHDBHFinance@co.monterey.ca.us

## VI. CONTRACTORS BILLING PROCEDURES

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
- C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.



**VII. MAXIMUM OBLIGATION OF COUNTY**

**A.** Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed for services rendered under this Agreement for the period of **Upon Execution to June 30, 2023.**

**B.** Maximum Liability Amount:

<b>TERM</b>	<b>AMOUNT</b>
Upon Execution to June 30, 2023	\$234,000
MAXIMUM COUNTY OBLIGATION	\$234,000

## **EXHIBIT B: INSURANCE MODIFICATION**

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Contractor: Behavioral Tech, LLC

1. Section 9.0 INSURANCE REQUIREMENTS:

COUNTY agrees to modify Section 9.04 Other Insurance Requirements of the COUNTY Standard Agreement for the CONTRACTOR under this Agreement as follows:

Sections 9.03 and 9.04 Insurance Coverage Requirements:

a. Business Automobile Liability Insurance Endorsement Exemption.

The COUNTY approves to exempt the CONTRACTOR from the Business Automobile Liability Endorsement requirement, provided that the CONTRACTOR maintains the Hired and Non-Own Auto Liability coverage. The CONTRACTOR does not have any company vehicles.

b. The CONTRACTOR acknowledges that no vehicles will be used while performing the services described in this Agreement. In addition, the CONTRACTOR's services will be either virtual, through telephone, or email.

However, should the scope of services change at any time during the term of this Agreement, this modification will be re-evaluated and depending on the changes in scope, CONTRACTOR may be required to comply with the auto insurance requirements.

2. The above modification allows the CONTRACTOR to provide training and consultation to the COUNTY. In addition, the modifications allow the COUNTY to retain specialized services from this experienced CONTRACTOR and stay within COUNTY budgetary constraints.
3. Except as provided herein, all other terms and conditions of the Standard Agreement with Behavioral Tech, LLC remain in full force and effect.

**EXHIBIT C****Monterey County Behavioral Health - Invoice Form**

<b>Contractor :</b> Behavioral Tech, LLC	<b>Invoice Number :</b>
<b>Address Line 1</b> 9450 SW Gemini Dr., PMB 73645	<b>County PO No.:</b>
<b>Address Line 2</b> Beaverton, OR 97008-7105	<b>Invoice Period :</b>
<b>Tel. No.:</b> 206-675-8588	
<b>Fax No.:</b>	
<b>Contract Term:</b> Upon Execution - June 30, 2023	<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>

BH Division : Behavioral Health		BH Control Number			
Dates of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period	N/A
	DBT Skills Training Introduction (Virtual-Live)	\$11,500			
	DBT Skills Training Fundamentals (Virtual-Live)	\$21,500			
	Consultation (Virtual-Live or Telephonic) hourly rate	\$300			
<b>TOTALS</b>					

Description	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
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In accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

<b>Email to:</b>	MCHDBHFinance@mc-monterey.ca.us	<b>Behavioral Health Authorization for Payment</b>
	<b>Authorized Signatory</b>	<b>Date</b>



# Monterey County

Item No.30

## Board Report

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

Legistar File Number: A 21-538

November 16, 2021

Introduced: 11/2/2021

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 a Standard Agreement with Kelsey Pacha for the provision of training and consultation services for a total Agreement not to exceed \$25,000 for the term beginning Upon Execution through June 30, 2023; and
- b. Approve the modified Indemnification, automobile liability insurance, auto insurance endorsement provision, and Workers' Compensation in the Agreement, as recommended by the Director of Health; and
- c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$2,500) of the original Agreement amount and do not significantly alter the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Kelsey Pacha for the provision of training and consultation services for a total Agreement not to exceed \$25,000 for the term beginning Upon Execution through June 30, 2023; and
- b. Approve the modified Indemnification, automobile liability insurance, auto insurance endorsement provision, and Workers' Compensation in the Agreement, as recommended by the Director of Health; and
- c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$2,500) of the original Agreement amount and do not significantly alter the scope of services.

### SUMMARY/DISCUSSION:

Kelsey Pacha provides training and consultation in LGBTQ+ issues. As a transgendered man with a Master of Religion and Psychology, Master of Divinity, and Certificate of Sexuality and Religion from Pacific School of Religion in Berkeley, CA. He also holds a Bachelor of Science in Human Development and Psychological Services from Northwestern University in Evanston, IL. Mr. Pacha has a unique perspective and skill set valuable in training professionals in Monterey County to support our LGBTQ+ youth. He is an experienced presenter who speaks nationally on a range of LGBTQ+ topics. He serves as the Board President of Trans Bodies Trans Selves, a national non-profit organization that manages the publication of a 649-page resource guide.

The number one cause of suicidal ideation and suicide attempts among LGBTQ+ youth in Monterey County is rejection and lack of acceptance by family. Some of this rejection/confusion comes from family/parental religious beliefs. While Monterey County Behavioral Health clinicians realize that many

of their LGBTQ clients are experiencing family/parental rejection due to religious reasons, staff are reporting that they do not have the knowledge or skills to successfully support such clients. Mr. Pacha's trainings will help staff work more effectively with families to support their LGBTQ youth, even in the face of religious beliefs.

The Contractor has provided proof of Commercial General Liability ("GL") insurance, the GL Additional Insured and Primary, Non-Contributory endorsements as required by the County. He has also provided his professional liability. The Health Department request that the Board of Supervisors accept and approve the removal of the Commercial Auto liability Insurance, Auto endorsements, worker's compensation requirements, and accept and approve the added Mutual Indemnification language.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiative: 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports the following of the ten essential public health services, specifically: 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The office of the County Counsel and the Auditor-Controller have reviewed and approved the Agreement as to legal form and fiscal provisions, respectively. However, Risk Management cannot accept the non-standard insurance modification.

FINANCING:

This Agreement is funded by Federal Funding Participation (FFP) and Realignment funds, which are included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) 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: Pat Bass, Management Analyst II, 755-4538

Approved by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement





# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-538**

**November 16, 2021**

**Introduced:** 11/2/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

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#### OTHER AGENCY INVOLVEMENT:

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#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

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

##### ☐ Administration:

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

##### ☒ Health & Human Services:

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

##### ☐ Infrastructure:

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

##### ☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and


Legistar File Number: A 21-538

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communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Pat Bass, Management Analyst II, 755-4538

Approved by:

DocuSigned by:  


Date: 11/4/2021 | 4:13 PM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Kelsey Pacha Consulting

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Training and consultation in LGBTQ + issues to Monterey County Health Department Behavioral Health Bureau's clinical staff, administrators, and contract providers.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 25,000.00

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from Upon Execution to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A** Scope of Services/Payment Provisions

**Exhibit B Other:** Standard Agreement - Insurance Modification

Exhibit C: Monterey County Behavioral Health-Invoice Form

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

~~Requestor must check the appropriate box.~~

☐

~~**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.~~

☐

~~**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.~~

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

#### 11.0 **NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Katy Eckert, MBA Behavioral Health Bureau Chief	Kelsey Pacha Owner
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	P.O. Box 1302 El Cerrito, CA 94530
Address	Address
(831) 755-4509	(510) 516-4164
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*



**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By: \_\_\_\_\_

Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By: \_\_\_\_\_

Marina Pantchenko

County Counsel

Date: 11/1/2021 | 2:34 PM PDT

Approved as to Fiscal Provisions

By: \_\_\_\_\_

Gary Giboney

Auditor/Controller

Date: 11/1/2021 | 2:42 PM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_

Risk Management

Date: \_\_\_\_\_

**CONTRACTOR**

Kelsey Pacha Consulting

Contractor/Business Name \*

By: \_\_\_\_\_

Kelsey Pacha

(Signature of Chair, President, or Vice-President)

Kelsey Pacha, Owner

Date: \_\_\_\_\_

10/25/2021 | 12:58 PM PDT

By: \_\_\_\_\_

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: \_\_\_\_\_

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required<sup>2</sup>Approval by Auditor-Controller is required<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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## **EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**I. PURPOSE:** To provide training and consultation in LGBTQ + issues that impact individual well-being to better prepare professionals to meet the behavioral health, physical health, and educational needs of Monterey County citizens. The trainings shall be provided to Monterey County Health Department Behavioral Health Bureau ("MCBH") staff, contract providers, community educators and others serving LGTBQ+ individuals in Monterey County.

**II. PERIOD OF PERFORMANCE:** Subject to other Agreement provisions, the period of performance under this Agreement shall be from **Upon Execution to June 30, 2023**.

### **III. SCOPE OF WORK**

**PROGRAM GOALS AND OBJECTIVES:** The CONTRACTOR shall provide trainings and consultation on a range of topics, and otherwise do all things necessary for, or incidental to, the performance of work. The focus shall be on participants developing knowledge and skills to better understand and support the needs of LGBTQ+ individual in Monterey County.

#### **A. Training**

Training is defined as a structured presentation of information that is prepared in advanced to support participant knowledge and skill development in a particular, predetermined area. For each training of two or more hours, CONTRACTOR will provide Continuing Education Credits, *or* provide the following information at least one week prior to the training:

- 1) A syllabus outlining educational goals, learning objectives, class content broken down by topic, and at least five professional sources used to build the training.
- 2) A PDF version of slides to be used during the training
- 3) Exam Questions (10)

If CONTRACTOR agrees to video and audio taping of individual trainings, COUNTY will obtain written permission from CONTRACTOR to share recording on-demand with COUNTY staff and contract providers. COUNTY agrees not to release recording to a third party. COUNTY will only share video through Learning Management System for up to two years from taping or when CONTRACTOR asks to terminate on-demand viewing.

Training shall include but is not limited to the following courses:

#### **A1. Increasing Family Acceptance Among Religious Caregivers Caring for LGBTQ Youth -6 Hours (Across two 3-hour sessions).**

1. Learn about LGBTQ youth and their involvement in religious/spiritual communities, paying attention to other identities that may intersect with religious/spiritual perspectives.
2. Discuss health-related outcomes related to religiosity, family rejection, family acceptance, and building resilience for LGBTQ youth.

3. Identify our own beliefs and values re: religion, spirituality, and LGBTQ identities and how they may affect our work with religious clients and families.
4. Become familiar with how religious/spiritual traditions can support family acceptance and positive outcomes for youth and families.
5. Become familiar with non-violent communication as one tool to support increasing family acceptance.
6. Learn one conversational rubric for approaching conversation with rejecting caregivers.
7. Apply learning through roleplay.

**A2. Supporting Trans and Gender Expansive Youth 11 & Under -6 Hours (Across two 3-hour sessions).**

1. Compare and contrast four models of gender identity development and analyze them in context.
2. Distinguish between transgender, gender nonconforming, and gender creative children.
3. Explore the concept of social transition and its impact on gender questioning children.
4. Review ten federal and state laws that protect trans and gender expansive children and youth.
5. Review implementation of laws providing for social and medical transition among children and youth in the child welfare system.
6. Complete three video case studies illustrating the difference between transgender, gender nonconforming, and gender creative children.
7. Discuss community and individual resources for caregivers of gender questioning children

**A3. LGBTQ 201 or Gender/Pronoun 201 for Providers-4 hours**

1. Review terms that refer to various sexuality and gender identities, frameworks for understanding gender and sexuality, and pronoun best practices.
2. Explore the connections between LGBTQ-supportive (provider/workplace) environments and outcomes.
3. Define intersectionality and LGBTQ-specific microaggressions.
4. Discuss best practices for implementing CA laws that protect LGBTQ people.
5. Collaborate on a case study in small groups and consider barriers for LGBTQ clients.
6. Complete a Personal Inventory detailing changes they can make in their individual and organizational professional context to be inclusive to LGBTQ colleagues, clients, and other stakeholders.

**B. Consultation.**

Consultation is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to training, consultation is less structured, and more response to the individualized needs of participants. CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations.

Consultation may be provided virtually or via telephone. A maximum of eight individuals may participate in consultation per video conference/phone call. Consultation will be scheduled by the Contract Monitor and can include consultation regarding Evidence Supported Practice (ESP) implementation, client treatment and staff skill-building.

All information will remain confidential, and information discussed will be de-identified.

#### **C. Curriculum Development**

When MCBH would like CONTRACTOR to create a whole new course, CONTRACTOR will invoice MCBH for Curriculum Development for up to the full length of the course time. For example, a new 6-hour course could be invoiced at \$1800. The following would NOT be considered curriculum development: a) Shortening an existing class, b) splitting an existing class into sub-session, and c) combining two or more shorter course into a longer course. Before CONTRACTOR can invoice for a new course, the course length and course objectives must be defined by MCBH.

#### **IV. DESIGNATED CONTRACT MONITOR:**

Jill Walker, Ph.D., Training Manager  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Road  
Salinas, CA 93906  
(831) 796-1271

#### **V. PAYMENT PROVISIONS**

##### **A. COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed \$25,000 for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

DESCRIPTION OF SERVICES	FEE
<b>TRAINING</b> (Virtual-Live)	
Full Day (4.5-8 hours)	\$3,600
Half Day (3-4 Hours)	\$1,800
Hourly Rate	\$432
<b>CONSULTATION</b> (Virtual-Live or Telephonic)	
Hourly Rate	\$300
<b>CURRICULUM DEVELOPMENT</b>	
Hourly Rate	\$300

- B. These rates will cover all expenses related to the services including preparation and supplies/materials. There shall be no travel reimbursement allowed during this Agreement. These rates are all-inclusive.
- C. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service.
- D. CONTRACTOR shall submit via email a monthly claim using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:  
[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

## VI. CONTRACTORS BILLING PROCEDURES

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
- C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

## VII. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed for services rendered under this Agreement for the period of **Upon Execution to June 30, 2023**.
- B. Maximum Liability Amount:

TERM	AMOUNT
Upon Execution to June 30, 2023	\$25,000
MAXIMUM COUNTY OBLIGATION	\$25,000

**EXHIBIT B: INSURANCE MODIFICATION**

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**1. Section 8.0 INDEMNIFICATION:**

COUNTY agrees to modify Section 8.0 Indemnification of the COUNTY Standard Agreement for the CONTRACTOR under this Agreement as follows:

Add Mutual Indemnification language:

The COUNTY shall indemnify, defend, and hold harmless the CONTRACTOR from any and all claims, liabilities, and losses whatsoever (including damages to property and injuries and 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 and all person, firm or corporation for damage, injury, or death arising out of or connected with the County's performance of this Agreement unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of CONTRACTOR.

**2. Section 9.0 INSURANCE REQUIREMENTS:**

COUNTY agrees to modify Section 9.04 Other Insurance Requirements of the COUNTY Standard Agreement for the CONTRACTOR under this Agreement as follows:

Sections 9.03 and 9.04 Insurance Coverage Requirements:

a. Business Automobile Liability Insurance and Endorsement Exemption

The COUNTY approves to exempt the CONTRACTOR from the Business Automobile Liability Insurance and Endorsement requirement during the term of this Agreement.

b. The CONTRACTOR acknowledges that he shall not use a vehicle while performing the services described in this Agreement. In addition, the CONTRACTOR's services will be either virtual, through telephone, or email.

However, should the scope of services change at any time during the term of this Agreement, this modification will be re-evaluated and depending on the changes in scope, CONTRACTOR may be required to comply with the auto insurance requirements.

c. Workers' Compensation Insurance Exemption

The CONTRACTOR does not employ anyone. Accordingly, Workers' Compensation coverage requirements are therefore waived for this CONTRACTOR under this Agreement.

3. The above modifications allow the CONTRACTOR to provide training and consultation to the COUNTY. In addition, the modifications allow the COUNTY to retain specialized services from this experienced CONTRACTOR and stay within COUNTY budgetary constraints.
4. Except as provided herein, all other terms and conditions of the Standard Agreement with CONTRACTOR remain in full force and effect.





# Monterey County

Item No.31

## Board Report

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

Legistar File Number: A 21-540

November 16, 2021

Introduced: 11/2/2021

Current Status: Health Department -  
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to sign a multi-year Mental Health Services Agreement with Goodwill Central Coast (Goodwill CC) for the provision of employment and supportive services for Proposition 47 clients in Monterey County, retroactive to October 1, 2021, in the amount of \$550,000 for Fiscal Years (FYs) 2021-23, for the term of October 1, 2021 through February 28, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,000) of the original Agreement amount and do not significantly alter the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to sign a multi-year Mental Health Services Agreement with Goodwill Central Coast (Goodwill CC) for the provision of employment and supportive services for Proposition 47 clients in Monterey County, retroactive to October 1, 2021, in the amount of \$550,000 for Fiscal Years (FYs) 2021-23, for the term of October 1, 2021 through February 28, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,000) of the original Agreement amount and do not significantly alter the scope of services.

### SUMMARY/DISCUSSION:

The Board of State and Community Corrections (BSCC) awarded a continuing three-year \$6,000,000 Proposition 47 Cohort-2 grant to the Monterey County Health Department, Behavioral Health Bureau. The Grant will continue to focus on individuals in the criminal justice system in need of mental health, substance abuse treatment and supportive services needed to eliminate barriers to successful reintegration into society and reduce the recidivism rate of people convicted of less serious crimes.

The Behavioral Health Bureau will work with Goodwill CC, who will provide Employment Training, Job Placement and Supportive Services to Proposition 47 eligible clients in Monterey County. The goals and objectives are to provide the appropriate supportive services aimed at increasing the progression and recovery rate for this population.

Goodwill CC is a local vendor well-known for the work they do in the community. They currently contract with other counties to provide employment readiness and placement services for previously



incarcerated clients including the Proposition 47 population. Goodwill CC works with hard to serve populations who have barriers to employment and have staff who are well-equipped to help them overcome these challenges.

This work supports the Monterey County Health Department 2018-22 Strategic Plan Initiative: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically; 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions respectively.

FINANCING:

The grant provides program funding in the amount of \$550,000 for Fiscal Years (FYs) 2021-23. The funds for FY 2021-22 are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 2021-22 Adopted Budget. The expenditures for Fiscal Year 2022-23 will be included in the Department's Requested Budget for that fiscal year.

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: Rose Moreno, Management Analyst III, 755-4716

Approved by:

\_\_\_\_\_  
Date: \_\_\_\_\_

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: A 21-540**

**November 16, 2021**

**Introduced:** 11/2/2021

**Current Status:** Agenda Ready

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**Matter Type:** BoS Agreement

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Legistar File Number: A 21-540

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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:

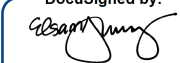
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ 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: Rose Moreno, Management Analyst III, 755-4716

Approved by:

DocuSigned by:  
  
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Date: 11/4/2021 | 4:13 PM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

*Legistar File Number: A 21-540*

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Attachment:  
Agreement

**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: \_\_\_\_\_

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **Goodwill Central Coast (Goodwill CC)**(hereinafter "CONTRACTOR").

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Provide Employment Training, Job Placement and Supportive Services to Proposition 47 eligible clients in Monterey County.**

**II. EXHIBITS**

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION  
EXHIBIT B: PAYMENT AND BILLING PROVISIONS  
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION  
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED

EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY  
CULTURAL COMPETENCY POLICY

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

EXHIBIT H: USE OF SOUTH MONTEREY COUNTY FACILITIES

### III. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

### IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **October 1, 2021** and shall remain in effect until **February 28, 2023**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
  2. CONTRACTOR'S failure to abide by Grievance decisions;
  3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR'S failure to submit Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost Report Settlement and/or other supporting documents in accordance with the



terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
  6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
  7. CONTRACTOR loses its licensure or certification;
  8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
  9. Breach by CONTRACTOR of any confidentiality obligation;
  10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
  11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
  12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
  13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
  14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to

be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
  2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
  3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
  4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit I to this Agreement, and access to and audit of records described in Section XV to this Agreement, and in accordance with all applicable laws; and
  5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

**V. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS**

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act, California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, and the Mental Health policies issued by the County of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

**VI. CONTRACT MONITORING AND QUALITY CONTROL**

- A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

## VII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
  1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
  2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
    - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its

officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

- b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

## **VIII. PATIENT RIGHTS**

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

## **IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

## **X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by

telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

## **XI. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

## **XII. INSURANCE**

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

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
  1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
  3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.



- D. Other Insurance Requirements, All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section III (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance

coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

### **XIII. BUDGET AND EXPENDITURE REPORT**

- A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit H, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.
- B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit H as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

### **XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT**

- A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:
  - 1. State Cost Report.
  - 2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
  - 3. Annual Report(s), as applicable and required by the COUNTY.
  - 4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

- B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit I, if made part of this Agreement. If Exhibit I is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.

- C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit I, if Exhibit I is made part of this Agreement.
- D. Cost Report Training. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit I, Section III, if made part of this Agreement.

## **XV. ACCESS TO AND AUDIT OF RECORDS**

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of seven (7) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to

CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

- D. Responsibility for Audit and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

## **XVI. NON-DISCRIMINATION**

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination

made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement

shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

## **XVII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

## **XVIII. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employees assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
  - 5. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

## **XIX. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

## **XX. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this



Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

## **XXI. GENERAL PROVISIONS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

## **XXII. NOTICES AND DESIGNATED LIAISONS**

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

### **COUNTY OF MONTEREY**

Kathryn Eckert, MBA  
Behavioral Health Bureau Chief  
Behavioral Health Bureau  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

### **CONTRACTOR**

Tom Moran  
President and CEO  
Goodwill Central Coast  
1566 Moffett Street  
Salinas, CA 93905  
(831) 423-8611

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>  
By: \_\_\_\_\_  
DocuSigned by:  
Stacy Saetta  
C0ECE1E99F444A9...  
County Counsel  
Date: 10/1/2021 | 11:03 AM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
By: \_\_\_\_\_  
DocuSigned by:  
Gary Giboney  
D3834BFEC1D8449...  
Auditor/Controller  
Date: 10/1/2021 | 11:05 AM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

**CONTRACTOR**

**GOODWILL CENTRAL COAST  
(GOODWILL CC)**

Contractor  
**BUSINESS NAME\***

By: Tom Moran  
DocuSigned by:  
(President and CEO)  
Thomas R. Moran  
TC9A4289E80B4BE...  
Name and Title

Date: 9/24/2021 | 1:03 PM PDT

By: Christine Westbrook  
\_\_\_\_\_  
(Chief Financial Officer)\*  
\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

## **EXHIBIT A:**

### **PROGRAM DESCRIPTION**

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#### **I. IDENTIFICATION OF PROVIDER**

Goodwill Central Coast  
1566 Moffett Street  
Salinas, CA 93905  
831-423-8611

#### **INCORPORATION STATUS/TYPE OF FACILITY LICENSE**

501(c) 3 Corporation (Community Benefit Non-Profit)

#### **II. BACKGROUND**

Goodwill Central Coast (Goodwill CC), a private 501(c)3 non-profit organization, began in 1928 in the city of Santa Cruz and today has expanded into three counties: Santa Cruz, Monterey, and San Luis Obispo. Goodwill has provided workforce services on the Central Coast for almost 90 years. Goodwill's primary objective is to help people reach their own goals and achieve economic self-sufficiency through employment and training programs supported by our donated-goods social enterprise. Goodwill employs more than 500 people and provides workforce services to over 10,000 job seekers each year in Santa Cruz, Monterey and San Luis Obispo Counties.

Goodwill has more than 40 years of experience administering federal and state contracts on the Central Coast dating back to the Federal Comprehensive Employment and Training Act (CETA). Goodwill's ability to perform, comply and accurately account for all expenditures while fulfilling outcome measures is demonstrated by ongoing accreditation from CARF International. In 2019, Goodwill received a three-year accreditation (the maximum an organization can receive) to provide vocational and workforce services. The accreditation process measures the effectiveness of programs, case management principles and processes, service delivery, and customer satisfaction.

#### **III. PROGRAM NARRATIVE**

Goodwill CC will offer Employment Services and subsidized work experience for clients referred from Monterey County Behavioral Health and Proposition 47 subcontractors. Goodwill CC will offer: pre-employment skills training, referral and enrollment to vocational education training or certification training through partner agencies, subsidized work experience, on-the-job training, direct job placement, and job retention services. Goodwill CC will leverage its identified collaborative partnerships throughout Monterey County. Additional resources for job seekers will be coordinated through established linkages with experienced government, private and non-profit service providers.

The program is designed to meet the training and employment needs of eligible Prop 47 individuals primarily residing in the South Monterey County region. Services will be customer focused and customized to meet the specific needs of an adult population with multiple barriers to employment. Special emphasis will be on job placement and retention in unsubsidized employment, the main measures of program success. The

length of the program will vary based on participant needs. A full-time Employment Specialist will be assigned to the program who will work under the direct supervision of the Program Manager.

#### **IV. CONTRACTOR RESPONSIBILITIES**

Goodwill CC is responsible for the following:

1. CONTRACTOR will work with local partner agencies to provide Vocational Educational Training to Proposition 47 Clients referred to Goodwill.
2. CONTRACTOR shall provide outreach/information sessions in the community.
3. CONTRACTOR shall coordinate services with other service providers, including primary health care services, mental health services, substance use disorder services, legal services, reclassification services and other human service agencies involved in the services provided.
4. CONTRACTOR shall have the capacity (Spanish/English bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County.
5. CONTRACTOR shall provide services in the client's preferred language (Spanish and English).
6. CONTRACTOR shall participate and attend the South County Collaborative meetings held on a bi-monthly basis.

#### **V. SERVICES TO BE PROVIDED:**

Program participants will receive a comprehensive array of Employment Services designed to help them prepare, obtain, and retain unsubsidized employment. The list below provides the services to be performed and their descriptions.

##### **Objective Assessment**

Goodwill CC will provide a comprehensive Objective Assessment for each client, consisting of an examination of the individual's capabilities, needs and overall ability to achieve their employment goal. Assessments will be client-centered and evaluate employment barriers and the clients' family situation, work history, education, occupational skills, interests and aptitudes. Staff will also assess clients' attitudes towards work, motivation, behavior patterns affecting employment, and financial resources.

##### **Intensive Services**

Case Management will begin at the onset of Intensive Services. The Employment Specialist will meet with his/her client no less than weekly at the beginning of intensive services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. Client meetings will include ongoing Pre-employment and Job Retention Skills Training. This training will reinforce with clients "how to get a job", "how to keep a job", and "how to advance on a job." The Employment Specialist will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer-based technologies, and job and career counseling during program participation and after job placement. The Employment Specialist will provide supportive mentoring of individuals. All these activities will support the employment job search or the transition into training services.

### **Employment Preparation Services (EPS)**

The Employment Specialist will work with the client and the EPS will outline his/her employment goals and the services required to realize those objectives. The EPS will include: Client's employment goal(s); barriers to employment; counseling regarding non-traditional work; educational opportunities; self-sufficiency requirements; client's objectives and need for supportive services. The EPS will be used as a plan to guide the client on the path to self-reliance with clearly identified employment goals.

### **Digital Literacy Training**

Participants wishing to improve or gain basic digital literacy skills will have the opportunity to work with Goodwill's Digital Literacy Instructor. Participants will learn the basics of how to operate a computer, apply for jobs online, browsing the internet and how to operate common applications such as Microsoft Word and Excel. Participants will have the opportunity to test and obtain their North Star digital literacy badge in one or more areas of basic computing that will indicated to employers they are digitally proficient.

### **Life Skills Training**

Soft skill development; cognitive skills for behavior change; emotional and physical wellness; substance abuse, anger management; relationships; self-sufficiency; goal setting; financial planning; transportation; housing; Pre-Employment Skills: gathering information, identification of skills; "portfolio" development; applications; resumes; interviewing; job search; phone etiquette writing and basic office machine skills; employer expectations; job retention. Marketable Work Habits: grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork; problem solving; ethics; career advancement.

### **Support Services**

Goodwill CC will provide information on referral services for participants needing Supportive Services. Supportive Services will include but not be limited to work tools and safety equipment, food, interview clothing, tattoo removal and transportation. Financial training will also be integrated into the supportive service delivery system.

### **Subsidized Work Experience**

Clients who will benefit most from real-world-work experience such as those who have little or no work experience or those who need to re-establish good work habits will be placed into a two-month subsidized work position. Participants will receive real-world-work experience either at a Goodwill CC location or other worksite in Monterey County. Participants will be paid minimum wage and receive bi-monthly evaluations on their work progress.

### **Comprehensive Career Counseling**

Comprehensive Career Counseling will be provided for clients in intensive services and continue during follow-up. Career counseling will be provided by Goodwill CC staff with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology-based data. Workplace culture, ethics and attitude counseling

will be integrated into all Goodwill CC services. High standards of work habits will be modeled by all staff members.

### **Follow-up Services**

Follow-Up services will start after exit from the program and will be conducted as individual needs dictate. Goodwill CC will follow up through: phone contacts; work-site visits; mail correspondence; employer contacts; retention strategies. Goodwill CC services will continue to be available to all clients following placement into employment. Placed clients will be encouraged to continue to stay in touch with Goodwill CC staff. Should reemployment become necessary, a full array of employment services will be available.

## **VI. PROGRAM OUTCOMES**

1. Goodwill CC will place 50 participants in subsidized employment.
2. Goodwill CC will place 9 participants in On the Job Training (OJT).
3. Goodwill CC will contact potential participants within two business days of receiving the initial referral to schedule a program intake/orientation.
4. 50% of enrolled participants will obtain unsubsidized employment.
5. 70% of participants who obtain employment will continue to be employed after 90 days of their employment start date.

## **VII. PROGRAM REFERRALS**

Referrals will be made by MCBHB and or any of the Proposition 47 collaborating agencies. Referrals will be tracked by MCBHB using their internal tracking system.

## **VIII. ORIENTATION**

Orientations to program services will be conducted in-person or via Zoom. Orientations will provide the client with information on Goodwill CC, the full-range of Employment Services and community resources. Participants will be advised of documents necessary for eligibility and initial assessment.

## **IX. ELIGIBILITY AND INITIAL ASSESSMENT**

Eligibility and Initial Assessment appointments will be available within 5 business days of making initial contact with the participant. The participant will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may be a barrier to employment. If it is determined the client is ready to seek employment, enrollment will be conducted immediately. Clients in need of remediation prior to employment will be referred to suitable community services with the goal of enrollment at a future date.

## **X. POPULATION/AREA TO BE SERVED**

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense  
AND
2. Have a history of mental health issues or substance use disorders.
  - For the purpose of this grant, a person has a history of mental health issues or



substance use issues if the person:

- a. Has a mental health issue or substance use disorder that limits one or more of their life activities
- b. Has received services for a mental health or substance use disorder
- c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
- d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)

- 93426 Bradley
- 93450 San Ardo
- 93451 San Miguel
- 93925 Chualar
- 93926 Gonzales
- 93927 Greenfield
- 93928 Jolon
- 93930 King City
- 93932 Lockwood
- 93954 San Lucas
- 93960 Soledad

#### **XI. CLIENT DESCRIPTION/FINANCIAL ELIGIBILITY**

All Monterey County Proposition 47 adults may receive services regardless of ability to pay.

#### **XII. LIMITATION OF SERVICE / PRIOR AUTHORIZATION**

Referrals for admission to Goodwill CC services will be initiated by MCBHB, MILPA, Sun Street Centers, District Attorney Office, Goodwill CC, HRC, self-referral or other partner agencies.

#### **PROPOSITION 47 PROJECT ACCESS AND PROGRAM RECORDS REQUIREMENTS**

CONTRACTOR shall comply with the Board of State Community Corrections (BSCC) Project access and program records requirements including ensuring that the COUNTY and BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, clients and documents at all reasonable times during the grant period. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the project period.

#### **XIII. SERVICE DELIVERY SITE**

##### **A. Service Delivery Sites in South County:**

King City Clinic  
200 Broadway, Suite 70  
King City, CA 93930  
(831) 422-8852

Gonzales Clinic  
411 Center Street  
Gonzales, CA 93926  
(831) 422-8852

Goodwill Central Coast  
1325 N. Main St.  
Salinas, CA 93906  
(831) 287-2350

Goodwill Central Coast  
1566 Moffett Street  
Salinas, CA 93905  
(831) 423-8611

#### **B. Hours of Operation**

Staff will have the flexibility to meet and provide services to clients at the locations mentioned in the Service Delivery Site Section. Clients will have the opportunity to schedule appointments and receive services from Goodwill CC staff Monday – Friday between the hours of 8:30 AM – 5:00 PM.

#### **XIV. REPORTING REQUIREMENTS**

##### **Outcome Data Reporting**

CONTRACTOR will be required to report data outcomes regularly to COUNTY according to the requirements set forth by the Bureau of State and Community Corrections (BSCC) and BHB.

Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through MCBHB internal system, all required data will be entered into the web-based tracking system. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis, and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

#### **XV. MEETINGS/COMMUNICATIONS**

The CONTRACT MONITOR and designated MCBHB staff shall convene at regularly scheduled meetings with CONTRACTOR on a monthly and quarterly basis, and other meetings as applicable. The purpose of these meetings shall be to monitor client progress and program outcomes; oversee contract implementation; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The CONTRACT MONITOR does not have the authority to authorize changes requiring a contract amendment.

**XVI. DESIGNATED CONTRACT MONITOR**

Phil Sherwood, LCSW

Behavioral Health Services Manager-South County Clinics

Monterey County Behavioral Health Bureau

200 Broadway St., Suite 70

King City, CA 93930

Direct Number: 831-386-6834

(This Space Intentionally Left Blank)

**EXHIBIT B:**  
**PAYMENT AND BILLING PROVISIONS**

**I. PAYMENT TYPES**

Cost Reimbursed up to the Maximum Contract Amount.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission for services, and CONTRACTOR'S commitment to provide services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

**A. Payment Schedule:**

Services shall be paid at the Negotiated Reimbursement rate for this Agreement, which are provisional and subject to all reporting conditions as set forth in this Exhibit B. The following program services will be paid at a maximum amount not to exceed **\$550,000** for Fiscal Years (FYs) 2021-23 as follows.

<b>Goodwill CC</b>	
<b>October 1, 2021 - February 28, 2023)</b>	
<b>Personnel</b>	
Program Director (.1 FTE)	\$ 18,883
Program Manager (.5 FTE)	\$ 72,800
Employment Specialist (1.25 FTE)	\$ 147,875
<b>Total Personnel</b>	<b>\$ 239,558</b>
<b>Non-Personnel</b>	
Telecommunications	\$ 6,300
Small Equipment	\$ 3,000
Office Supplies	\$ 1,200
Travel/Mileage	\$ 11,000
Safety and Security Supplies Expense	\$ 1,300
General Liability	\$ 875
Printing Duplication	\$ 685
Cost of Compensation	\$ 3,500
Food Bank Account	\$ 1,750
<b>Total Non-Personnel</b>	<b>\$ 29,610</b>
<b>Participant Costs (Subsidized Employment)</b>	
Participant Wages (\$15 per hour, 50 participants)	\$ 166,659
FICA & WC (17% of client wages)	\$ 28,332
Participant Supportive Services (\$300 per client)	\$ 30,000
Participant Specific Assistance	\$ 1,750
OJT (9 OJTs @ \$3,000 a Piece)	\$ 27,000
<b>Total Participant Expenses</b>	<b>\$ 253,741</b>
<b>Other Costs</b>	
Indirect/Admin (10% of Personnel & Non-Personnel)	\$ 27,091
<b>Total Indirect</b>	<b>\$ 27,091</b>
<b>TOTAL EXPENSES</b>	<b>\$ 550,000</b>

#### IV. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowance (CMA) as set forth in this Agreement. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The

County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum fiscal year amount for each Program not to exceed the funded amounts as listed in the following Section B. Maximum Annual Liability for a total maximum amount of **\$550,000** for services rendered under this Agreement.

B. Maximum Annual Liability:

GOODWILL SERVICES FISCAL YEAR PERIOD	Total Yearly Amount
FYs 2021-23	\$ 550,000
<b>Total Maximum Contract Obligation</b>	<b>\$ 550,000</b>

The County retains the right to adjust the funding sources as may be required.

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY’S maximum liability under this Agreement.



- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

## **VI. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but

are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

## **VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

## **VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY. CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.
- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health

services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
  - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
  - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
  - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-1, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request

each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

## **XI. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

## **EXHIBIT C:**

### **CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.*

#### **GOODWILL CENTRAL COAST (GOODWILL CC)**

Business Name of Contractor

**Tom Moran**

Name of Authorized Representative (printed)

**President and CEO**

Title of Authorized Representative

DocuSigned by:  
*Thomas R. Moran*  
1C9A4289E80B4BE...

Signature of Authorized Representative

9/24/2021 | 1:03 PM PDT

Date



**EXHIBIT D:**  
**ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION**  
**ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

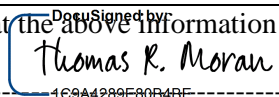
This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

CONTRACTOR: (Please check A or B)

- A. ☐ Employs fewer than fifteen persons;
- B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name		<b>GOODWILL CENTRAL COAST (GOODWILL CC)</b>	
Name of Contractor's Designee		Tom Moran	
Title of Designee		President and CEO	
Street 1566 Moffett Street			
City	Salinas	State	CA
Zip		93905	
IRS Employer Identification Number			
I certify that the above information is complete and correct to the best of my knowledge and belief.			
			
Signature of Contractor		Date 9/24/2021   1:03 PM PDT	

## **EXHIBIT E:**

### **ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

#### **Organizations in a Culturally Competent Service System Promote:**

##### **Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

##### **Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

##### **Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

#### **Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

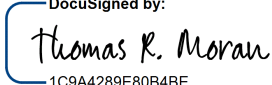
1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate

reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.***

<p>DocuSigned by:    <small>1C9A4289E80B4BE</small></p> <hr/> <p>Signature of Authorized Representative  9/24/2021   1:03 PM PDT</p> <hr/> <p>Date</p>	<p><b>GOODWILL CENTRAL COAST (GOODWILL CC)</b></p> <hr/> <p>Contractor (Organization Name)</p> <hr/> <p>Tom Moran</p> <hr/> <p>Name of Authorized Representative (<i>printed</i>)</p> <hr/> <p>President and CEO</p> <hr/> <p>Title of Authorized Representative</p>
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## **EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT**

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This Business Associate Agreement (“Agreement”), effective **September , 2021** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **GOODWILL CENTRAL COAST (GOODWILL CC)** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

### **1. Definitions**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

### **2. Permitted Uses And Disclosures Of PHI**

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to

accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

### **3. Responsibilities Of The Parties With Respect To PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;



(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

*The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.*

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### **4. Terms And Termination**

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

#### **5. Miscellaneous**

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant

provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

GOODWILL CENTRAL COAST (GOODWILL CC) Monterey County  
Attn: Tom Moran  
1566 Moffett Street, Salinas, CA 939905  
Tel: (831) 423-8611

If to Covered Entity, to:

Monterey County Health Department, Behavioral Health Bureau  
1270 Natividad Road, Salinas, CA 93906  
Attn: Elsa M. Jimenez, MPH, Director of Health  
Tel: (831) 755-4526  
Fax: (831) 755-4797

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and

GOODWILL CENTRAL COAST (GOODWILL CC)  
FY 2021-23

liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

***COUNTY OF MONTEREY, ON BEHALF  
OF THE HEALTH DEPARTMENT***

***[BUSINESS ASSOCIATE]  
GOODWILL CENTRAL COAST (GOODWILL  
CC)***

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Tom Moran

Print Title: President and CEO

Date: 9/24/2021 | 1:03 PM PDT

DocuSigned by:  
  
1C9A4289F80B4BF

**EXHIBIT G: Behavioral Health Cost Reimbursement Invoice and Budget Tracking Sheet**

<b>Contractor:</b>	Goodwill CC	<b>Contract Number:</b>		<b>Fiscal Year:</b>	2021-23
<b>Program:</b>					
<b>Address Line 1:</b>		<b>County PO No.:</b>			
<b>Address Line 2:</b>	Salinas, California 93901				
<b>Tel. No.:</b>		<b>Invoice Period:</b>			
<b>Fax No.:</b>					
<b>Contract Term:</b>	October 1, 2021-February 28, 2023	<b>Final Invoice:</b>	(Check if Yes)		
<b>BH Bureau:</b>	Proposition 47 Programs	<b>BH Control Number</b>			

Service Description	Total Contracted Units Of Service	Units Of Service Delivered this Period	Tot Units Of Service Delivered as of Last Period	Units Of Service Delivered to Date(DTD)	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount *	Dollar Amount Requested this Period	Dollar Amount Requested to Date *	Dollar Amount Remaining *	% of Total Contract Amount
<b>Non-Drug / Medi-Cal</b>												
Employment Services				0	#DIV/0!	0	#DIV/0!	\$550,000	\$0.00	\$0.00	\$550,000.00	100%
				0	#DIV/0!	0	#DIV/0!		\$0.00	\$0.00	\$0.00	#DIV/0!
				0	#DIV/0!	0	#DIV/0!		\$0.00	\$0.00	\$0.00	#DIV/0!
				0	#DIV/0!	0	#DIV/0!		\$0.00	\$0.00	\$0.00	#DIV/0!
				0	#DIV/0!	0	#DIV/0!		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>TOTALS</b>	0	0	0	0		0		\$550,000	\$0.00	\$0.00	\$550,000.00	

\* May differ due to rounding

**PROVIDER CERTIFICATION**

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_

Staff available for questions: \_\_\_\_\_

Title: \_\_\_\_\_ Executive Director

Staff Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Email Address: \_\_\_\_\_

**COUNTY CERTIFICATION**

Send to: Behavioral Health Claims Section  
1270 Natividad Road  
Salinas, California 93906

**Behavioral Health Authorization for Payment**

Authorized Signatory

Date

GOODWILL CENTRAL COAST (GOODWILL CC)  
FY 2021-23

## **EXHIBIT H: USE OF SOUTH MONTEREY COUNTY FACILITIES**

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GOODWILL CC Monterey County agrees to:

1. Access and use one (1) designated office space, one (1) desk, and chair(s) as necessary, in each of the respective City of King City and Gonzales clinic facilities to provide services to South County residents.
2. Provide and use Goodwill CC equipment such as telephone, fax, copier, computer and supplies, and incur those related costs for the services provided and client operations.
3. Schedule and coordinate with the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis, to provide GOODWILL CC related services as outlined in Exhibit A for one day each week in each of the respective City of King City and Gonzales clinic facilities for use of designated office space (except on a County observed holiday) during County business hours.
4. Provide advance notice of any changes for designated office space use to the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis.
5. Meet and communicate about building access schedule with the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis.

COUNTY agrees to:

1. Provide one (1) designated office space with one (1) desk, and chair(s) as necessary in each of the respective City of King City and Gonzales City facilities to GOODWILL CC for one (1) GOODWILL CC bi-lingual staff member to provide employment and supportive services to South County Prop 47 residents.
2. Schedule and coordinate with GOODWILL CC and/or other GOODWILL CC staff member as designated by GOODWILL CC, on an as needed basis, to accommodate the services of GOODWILL CC for two days each week in the City of King City and Gonzales facilities for use of designated office space (except on a County observed holiday) during County business hours.
3. Provide advance notice of any changes for designated office space use to the GOODWILL CC President and/or other GOODWILL CC staff member as designated by GOODWILL CC, on an as needed basis.
4. Meet and communicate about building access schedule with the GOODWILL CC Manager and/or other GOODWILL CC staff member as designated by GOODWILL CC, on an as needed basis.

The County shall not be responsible for GOODWILL CC personnel and clients. In the event that a member of the staff and/or patient misuses the clinic facilities and/or clinic equipment in any way, GOODWILL CC shall immediately remove the staff member(s) and/or client from the respective clinic facility.



# Monterey County

Item No.32

## Board Report

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

Legistar File Number: A 21-532

November 16, 2021

Introduced: 11/1/2021

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 Amendment No. 1 to Agreement A-15319 with Central Coast Center for Independent Living to provide program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program, extending the term through June 30, 2023 and adding \$1,067,281 for a revised total contract amount of \$1,252,323; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$125,232) of the contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Department of Social Services to sign Amendment No. 1 to Agreement A-15319 with Central Coast Center for Independent Living to provide program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program, extending the term through June 30, 2023 and adding \$1,067,281 for a revised total contract amount of \$1,252,323; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$125,232) of the contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

Central Coast Center for Independent Living is a local non-profit that provides a variety of programs to assist people with disabilities. The purpose of this agreement is to provide housing search, housing placement support, and rental subsidies for Housing and Disability Advocacy Program (HDAP) participants. The HDAP Target Population is adults, youth, and families who are experiencing homelessness or are at risk of homelessness, and may be disabled, and are not receiving Social Security benefits or Cash Assistance Program for Immigrants (CAPI) benefits and wish to file or have already filed for them.

The California Department of Social Services (CDSS) allocated additional HDAP funding to Monterey County to support ongoing HDAP services and the expansion of HDAP eligibility criteria which includes youth, families, and those at risk of homelessness. This amendment adds one additional year to the term, ending June 30, 2023 and adds the additional funds to the existing agreement for



continued and expanded services.

OTHER AGENCY INVOLVEMENT:

The Auditor/Controller and Purchasing have reviewed and approved this Agreement. County Counsel has approved the agreement as to form.

FINANCING:

This is one-time state funding that is provided by the California Department of Social Services. There are no match requirements on this one-time funding. The Department currently has sufficient appropriations in 001-5010-SOC005, but will plan to increase appropriations in the Spring once full need for FY 2021-22 has been determined with the balance to be budgeted in FY 2022-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working toward the goals of improving health and quality of life outcomes by providing housing search, placement support, and rental subsidies for HDAP participants.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Travis Beye, Management Analyst II, x7584

Approved by: Lori A. Medina, Director of Social Services, x4430

Attachments: Original Agreement  
Proposed Amendment No. 1

The proposed Agreement is on file with Clerk of the Board as an attachment to this Board report



# Monterey County

Item No.

1196

## Board Report

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

Legistar File Number: A 21-532

November 16, 2021

Introduced: 11/1/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of the Department of Social Services to sign Amendment No. 1 to Agreement A-15319 with Central Coast Center for Independent Living to provide program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program, extending the term through June 30, 2023 and adding \$1,067,281 for a revised total contract amount of \$1,252,323; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$125,232) of the contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Department of Social Services to sign Amendment No. 1 to Agreement A-15319 with Central Coast Center for Independent Living to provide program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program, extending the term through June 30, 2023 and adding \$1,067,281 for a revised total contract amount of \$1,252,323; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$125,232) of the contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

Central Coast Center for Independent Living is a local non-profit that provides a variety of programs to assistant people with disabilities. The purpose of this agreement is to provide housing search, housing placement support, and rental subsidies for Housing and Disability Advocacy Program (HDAP) participants. The HDAP Target Population is adults, youth, and families who are experiencing homelessness or are at risk of homelessness, and may be disabled, and are not receiving Social Security benefits or Cash Assistance Program for Immigrants (CAPI) benefits and wish to file or have already filed for them.

The California Department of Social Services (CDSS) allocated additional HDAP funding to Monterey County to support ongoing HDAP services and the expansion of HDAP eligibility criteria which includes youth, families, and those at risk of homelessness. This amendment adds one additional year to the term, ending June 30, 2023 and adds the additional funds to the existing agreement for continued and expanded services.

### OTHER AGENCY INVOLVEMENT:

The Auditor/Controller and Purchasing have reviewed and approved this Agreement. County Counsel has approved the agreement as to form.

FINANCING:

This is one-time state funding that is provided by the California Department of Social Services. There are no match requirements on this one-time funding. The Department currently has sufficient appropriations in 001-5010-SOC005, but will plan to increase appropriations in the Spring once full need for FY 2021-22 has been determined with the balance to be budgeted in FY 2022-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working toward the goals of improving health and quality of life outcomes by providing housing search, placement support, and rental subsidies for HDAP participants.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Travis Beye, Management Analyst II, x7584



Approved by: Lori A. Medina, Director of Social Services, x4430

Attachments: Original Agreement  
Proposed Amendment No. 1

The proposed Agreement is on file with Clerk of the Board as an attachment to this Board report

**COUNTY OF MONTEREY**  
**AMENDMENT # 1 to AGREEMENT # 5010-158**  
**Central Coast Center for Independent Living**

**THIS AMENDMENT** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Central Coast Center for Independent Living (hereinafter, "CONTRACTOR").

**WHEREAS**, the COUNTY and CONTRACTOR entered into an agreement for the provision of program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program (HDAP) for a term of July 1, 2021 through June 30, 2022 with a total contract amount of \$185,042 (hereinafter, "Original Agreement").

**WHEREAS**, the parties wish to amend the Agreement by **extending the term of the contract to June 30, 2023, revising the scope of services, and adding \$1,067,281**, for a new contract total of **\$1,252,323**.

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

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

1. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** shall be amended to the following "The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$1,252,323**."
2. **Section 3.0, Paragraph titled "TERM OF AGREEMENT"** shall be amended to the following "The term of this Agreement is from July 1, 2021 to **June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement.
3. **Exhibit AA-Scope of Services/Payment Provisions** reflects **the extension of the contract term, the new contract total, expansion of the Target Population, the addition of client targets for 22/23 fiscal year, and the removal of language in Section G.1. regarding matching funds.**
4. **Exhibit CC, Budget** reflects the addition of the **\$1,067,281** for the new contract total of **\$1,252,323**.
5. **Exhibits DD and DD-1** are the revised invoices.
6. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement shall remain unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
7. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

Central Coast Center for Independent Living

Amendment #1 to Agreement #5010-158

Page 1 of 2

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Lori A. Medina, Director, DSS

Date: \_\_\_\_\_

**Approved as to Form**

DocuSigned by:  
Anne Brunton, County Counsel  
07025F3AA36B4A4...

By: \_\_\_\_\_  
Deputy County Counsel

Date: 10/29/2021 | 7:04 PM PDT

**Approved as to Fiscal Provisions**

DocuSigned by:  
Gary Giboney  
D3834BFEC1D8449...

By: \_\_\_\_\_  
Auditor/Controller

Date: 10/29/2021 | 7:20 PM PDT

**CONTRACTOR**

DocuSigned by:  
Judy Cabrera, Executive Director  
10246B322083710468

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

\_\_\_\_\_  
Name and Title  
Date: 10/29/2021 | 12:27 PM PDT

DocuSigned by:  
Weary Hay  
902BAE34F4CA49F...

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

\_\_\_\_\_  
Name and Title  
Date: 10/29/2021 | 2:25 PM PDT

## CENTRAL COAST CENTER FOR INDEPENDENT LIVING

*July 1, 2021 - June 30, 2023*

## HOUSING DISABILITY ADVOCACY PROGRAM (HDAP)

**SCOPE OF SERVICES/PAYMENT PROVISIONS**A. TOTAL STATE FUNDING **\$1,252,323**B. CONTRACT TERM July 1, 2021 – **June 30, 2023**

C. CONTACT INFORMATION

Fiscal Contact: Judy Cabrera  
 Controller  
 318 Cayuga St., Suite 208  
 Salinas, CA 93901  
 Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549  
[jcabrera@cccil.com](mailto:jcabrera@cccil.com)

Program Contact Judy Cabrera  
 Executive Director  
 318 Cayuga St., Suite 208  
 Salinas, CA 93901  
 Phone: (831) 757-2968 ext. 17 Fax: (831) 757-5549  
[jcabrera@cccil.com](mailto:jcabrera@cccil.com)

County Contract Manager: Travis Beye, Management Analyst  
 Department of Social Services  
 730 La Guardia Street  
 Salinas, CA 93905  
 (831) 883-7584 Fax: (831) 883-7563  
[beyet@co.monterey.ca.us](mailto:beyet@co.monterey.ca.us)

Location of Services Central Coast Center for Independent Living  
 318 Cayuga St., Ste. 208, Salinas, CA 93901  
 Phone (831) 757-2968 Fax (831) 757-5549

D. PURPOSE

The purpose of this agreement is to provide administrative and temporary housing subsidy funding to CONTRACTOR to provide housing search, placement support and rental subsidies for Housing and Disability Advocacy Program (HDAP) participants referred to CONTRACTOR by the Monterey County Department of Social Services (DSS).

E. PROGRAM DESIGN

CONTRACTOR will provide intensive case management, assessments, housing search, placement support, and rental subsidies to eligible HDAP clients referred by DSS.

CONTRACTOR shall provide two full-time Housing Specialist Case Managers to assist 49 clients to complete assessments, participate in the program, and place them in safe, clean, and affordable housing during the July 2021 to June 2022 fiscal year, **and 16 clients in the July 2022 to June 2023 fiscal year.**

E.1. Target Population is adults, **youth, or families** who are experiencing homelessness, **or are at risk of homelessness**, and may be disabled, and are not receiving Social Security benefits or Cash Assistance Program for Immigrants (CAPI) and wish to file or have already filed for them.

E.2. The targeted number of participants is forty-nine (49) for the 21/22 fiscal year **and sixteen (16) for the 22/23 fiscal year.**

F. PERFORMANCE GOALS

F.1 75% of all referred clients are scheduled to attend an assessment appointment within five (5) working days of CONTRACTOR receiving the referral from the DSS or

F.2 80% of COUNTY referred clients who successfully attend the assessment appointment are placed in safe clean, and affordable temporary shelter until permanently housed or the case is closed.

F.3 50% of all clients who successfully attend the assessment and fully participate in the program's services are placed in safe, clean and affordable, permanent housing within ninety days (90) of their assessment appointment.

G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

G.1. Administration

- a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
- b. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.
- c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, Health Department and DSS staff to review active cases and ensure adequate program operations.
- d. Participate in HDAP trainings/meetings required by CDSS.
- e. Respond to deficiencies in meeting any service requirements of this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY contract monitor. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties.
- f. Ensure appropriate staffing to support the administrative and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
- h. **~~Provide matching funds, dollar for dollar, for a total amount of \$185,042 as per Exhibit C. Matching funds shall be disclosed within the Audit for Fiscal Year 2021/2022.~~**

G.2 Tracking and Reporting

- a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to CDSS on a monthly basis.
- b. Provide an electronic copy of the data to COUNTY Contract Manager by the 10<sup>th</sup> day of the month following the month in which services were performed.



- c. Provide a current electronic copy of the data report via email within three (3) business days of receiving a request from the COUNTY.
- d. Provide access to HDAP data collected within the Homeless Information Management System.

G.3. Referral and Assessment

- a. Accept client referrals provided by COUNTY and respond within three (3) business days using electronic mail confirming receipt of the referral, Case Manager assigned and the date the client is scheduled to attend an assessment or information that an attempt to reach the client has been made.
- b. Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY Program Contact as soon as information is available.
- c. Schedule newly referred clients to attend an assessment within five (5) days of receiving a client referral from COUNTY barring the client's availability.
- d. Ensure an assessment includes, but is not limited to:
  - i. A formal contact (in person, phone call, email or letter) with the client to schedule and confirm an appointment within three (3) days of receiving the referral from the COUNTY. The formal contact shall include a list of verification items the client is required to bring to the appointment.
  - ii. A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the client about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the assessment.
  - iii. Complete initial screening using the Vulnerability Index-Service Prioritization Decision Assistance tool (VI-SPDAT) and communicate information to the Coalition of Homeless Services Providers. Enter information into the Homeless Management Information System (HMIS) for further evaluation and connection to additional services.
  - iii. An assessment of the housing needs of the client and finances available for housing costs. Refer client to General Assistance or CalWORKs, when appropriate.
  - iv. Development of a housing plan by the Housing Specialist to include where temporary shelter will be obtained, if needed, scheduled hours for weekly housing search, short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours and permanent housing placement.
  - v. Completion of applications for available local low-income housing and housing lists to include, but not limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound, and Sun Street Centers.
  - vi. Discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live.
  - vii. If space is unavailable within the shelter system and all other avenues have been explored, the Housing Specialist shall make reservations and utilize contracted housing related expenses to pay for safe, clean and affordable temporary shelter on a week-by-week basis per the client's housing plan.

- viii. Inform clients that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the client comply with and participate in his/her housing plan.
- ix. Support the client's goal of stability by encouraging the client to participate in cross-disability peer support, system advocacy, independent living skills training, personal assistance services, youth transition services and assistive technology services.

#### G.4 Housing Placement

- a. Reserve, pay for and place clients who have been referred to and attended the assessment, in safe, clean and affordable subsidized temporary shelter, if appropriate. The temporary shelter placement shall be reserved for an initial minimum of seven (7) days. Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis. Temporary shelter subsidies shall be discontinued when the client has secured and moved into permanent housing, the client is awarded Social Security benefits, or the client's case is closed, whichever occurs first. An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.
- b. Identify, pay for and place clients who have been referred to and attended an assessment into safe, clean, affordable and desirable fully or partially subsidized permanent housing within ninety days (90) of completing the assessment. If permanent housing is not secured within ninety days (90), CONTRACTOR shall continue to provide services with explanation for delay and new expected permanent housing date with approval from COUNTY. CONTRACTOR shall ensure permanent housing meets minimum state and federal housing regulations or is approved by the COUNTY.
- c. Permanent housing, and additional fees such as application fees, first/last month rent and security deposits shall be secured and paid for by CONTRACTOR continually and consecutively, as required, on a month-to-month basis. Permanent shelter payment shall be discontinued when the client can afford full monthly permanent housing costs, the client is awarded Social Security benefits, or the case is closed, whichever comes first.
- d. Record and report each client's assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued.
- e. Inform the COUNTY of cases being closed by clearly documenting the reasons for the closure. Ensure clients not participating are provided a minimum of three (3) opportunities to comply before the case is closed.

#### G.5 Program Staff

- a. Housing Specialists
  - i. Provide two (2) Housing Specialist/Case Managers at 1.0 FTE each to assist each referred client with temporary and permanent subsidized housing search and placement.
  - ii. Complete assessment as outlined in Section G.3 of this Exhibit.
  - iii. Ensure referral to General Assistance or CalWORKS is completed and client is completing the necessary steps to participate in the appropriate County program
  - iv. Assist clients to transition into fully subsidized, or partially subsidized, housing based on the client's needs and budget.

- v. Identify and obtain subsidized temporary shelter, if needed, upon completion of an assessment.
- vi. Identify and obtain permanent housing for the client within ninety days (90) of completing the assessment provided the client is in compliance with the housing plan.
- vii. Provide a Weekly Housing Coordination Report detailing the progress each client has made toward obtaining subsidized temporary and permanent housing.
- viii. Provide basic housing search skills training and support to each referred client, work to identify potential barriers to housing interviews to include, but not be limited to, discussing evictions or felonies with prospective landlords, acquiring and demonstrating proper interview clothing, language, demeanor and attitude.
- ix. Provide “Ready to Rent” curriculum instruction to clients to help them prepare for, locate, and sustain permanent housing.
- x. Develop a transition plan for housing support through other available resources within the local community.
- xi. Communication with the COUNTY SSI Advocacy Program to obtain updates on the client’s Social Security claim status.
- xii. Participate in group meetings, which may include the COUNTY referred client, COUNTY staff, and Health Department staff.
- xiii. Collaborate with the County SSI Advocacy Program to identify those who may be denied benefits and begin seeking alternative housing options (e.g. permanent supportive housing, affordable housing through Federal vouchers).

#### H. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

##### H.1. Administration

- a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
- b. Review invoices and reports submitted by CONTRACTOR and process for payment.
- c. Communicate, at a minimum, within five (5) working days to:
  - i. Respond to any inquiries from CONTRACTOR regarding a referral or placement.
  - ii. Share any changes in client status or circumstances that impact CONTRACTOR.
- a. Be available for monthly meetings and as needed with CONTRACTOR.
- b. Ensure collaboration between SSI Advocacy Program and CONTRACTOR by reviewing processes, managing forms and updates policies and procedures.

##### H.2 Tracking and Reporting

- a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated reports.
- b. Report monthly to CDSS as required regarding HDAP expenditures and program participation.
- c. Act as the primary program contact with state level program administrator and ensure program applications, reports and other requirements are met.
- d. Monitor cases to ensure client’s continued program eligibility. If a client becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

- e. Access the Homeless Information Management System (HMIS) in order to deliver required data elements to the California Department of Social Services.

I. DATA REPORTING INSTRUCTIONS AND SUBMISSION

- I.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include, but is not limited to, data elements required by the CDSS. Report structure will be determined by CONTRACTOR and COUNTY.
- I.2 Reports shall be submitted electronically to the Contract Monitor no later than the 10<sup>th</sup> day of the month following the month in which services are delivered.

J. COUNTY shall pay CONTRACTOR according to the terms set forth in Section I. PAYMENT BY COUNTY of Exhibit B of this Agreement, PAYMENT CONDITIONS.

- J.1 The maximum amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed **one-million, two-hundred fifty-two thousand, three-hundred twenty-three dollars (\$1,252,323)** as detailed in **Exhibit CC, Budget**.
- J.2 The COUNTY agrees to accept multiple invoices on the form set forth in Exhibit D, from the CONTRACTOR.
  - a. Invoices shall contain original signature of the person authorized to submit claims for payment;
  - b. Administrative Costs and matching funds shall be submitted monthly, by the 10th day of the following month in which services were performed.
  - c. Housing Financial Assistance shall be submitted bi-weekly (15<sup>th</sup> and 30<sup>th</sup>) of each month.
  - d. TRAINING / TRAVEL Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm) To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at [www.irs.gov](http://www.irs.gov).
- J.3 CONTRACTOR shall mail all original signed invoices to:  
 Monterey County Department of Social Services  
 Attn. Travis Beye  
 730 La Guardia Street  
 Salinas, CA 93905

EXHIBIT CC

Organization Name: Central Coast Center for Independent Living (CCCIL)  
 Funder Name: MoCo HDAP  
 Term: July 1, 2021 to **June 30, 2023**

DESCRIPTION	FY 2021-22 7/01/21-6/30/22	FY 2022-23 7/01/22-6/30/23	Total	
General Office Supplies	\$ 1,500.00	\$ 469.00	\$ 1,969.00	Printing cost, general office supplies
Travel/Mileage*/Per Diem	\$ 2,000.00	\$ 625.00	\$ 2,625.00	Mileage & Per Diem based off State of CA rate
Trainings/Meetings	\$ 500.00	\$ -	\$ 500.00	hotel accomodations & training/meeting expenses
Occupancy/Rent	\$ 11,490.00	\$ 3,591.00	\$ 15,081.00	Rent for CCCIL office space
Indirect Expenses	\$ 10,888.00	\$ 3,402.00	\$ 14,290.00	No more than 10% (excluding rent & housing assistance)
<b>TOTAL ADMIN</b>	<b>\$ 26,378.00</b>	<b>\$ 8,087.00</b>	<b>\$ 34,465.00</b>	
Case Manager (100% FTE)	\$ 56,475.00	\$ 17,648.00	\$ 74,123.00	One full-time case manager's salary, taxes, benefits
Case Manager (100% FTE)	\$ 48,400.00	\$ 15,125.00	\$ 63,525.00	One full-time case manager's salary, taxes, benefits
<b>TOTAL HOUSING RELATED CM</b>	<b>\$ 104,875.00</b>	<b>\$ 32,773.00</b>	<b>\$ 137,648.00</b>	
Housing Financial Assistance	\$ 814,160.00	\$ 266,104.00	\$ 1,080,210.00	Expenses for rent, security deposits, hotels, shelters
<b>TOTAL HOUSING FINANCIAL ASSISTANCE</b>	<b>\$ 814,160.00</b>	<b>\$ 266,104.00</b>	<b>\$ 1,080,210.00</b>	
<b>TOTAL</b>	<b>\$ 945,413.00</b>	<b>\$ 306,964.00</b>	<b>\$ 1,252,323.00</b>	

\*CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at [www.irs.gov](http://www.irs.gov).

## Monterey County Department of Social Services

## Monthly Report of Expenditures FY 2021-22

Name of Agency: Central Coast Center for Independent Living

EXHIBIT DD

Report Month

Invoice #

CATEGORY	GRANT BUDGET AMOUNT	GRANT EXPENSES	GRANT BALANCE
GENERAL OFFICE SUPPLIES	\$ 1,500.00		\$ 1,500.00
TRAVEL MILEAGE/PER DIEM	\$ 2,000.00		\$ 2,000.00
TRAINING/MEETING/CONFERENCES	\$ 500.00		\$ 500.00
OCCUPANCY/RENT	\$ 11,490.00		\$ 11,490.00
INDIRECT EXPENSES	\$ 10,888.00		\$ 10,888.00
CASE MANAGER (1.0 FTE)	\$ 56,475.00		\$ 56,475.00
CASE MANAGER (1.0 FTE)	\$ 48,400.00		\$ 48,400.00
HOUSING RELATED FINANCIAL ASSISTANCE	\$ 814,106.00		\$ 814,106.00
<b>TOTAL</b>	<b>\$ 945,359.00</b>	<b>\$ -</b>	<b>\$ 945,359.00</b>

Amount Reimbursed

\$ -

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form \_\_\_\_\_

Phone no.: \_\_\_\_\_

Authorized signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Submit Bi-Monthly Report of Expenditures to Monterey County Department of Social Services, 730 La Guardia Street, Salinas, CA 93905

Remit To: Central Coast Center for Independent Living - 318 Cayuga St., Suite 208  
Salinas, CA 93901

## Monterey County Department of Social Services

## Monthly Report of Expenditures FY 2022-23

Name of Agency: Central Coast Center for Independent Living

EXHIBIT DD-1

Report Month

Invoice #

CATEGORY	GRANT BUDGET AMOUNT	GRANT EXPENSES	GRANT BALANCE
GENERAL OFFICE SUPPLIES	\$ 469.00		\$ 469.00
TRAVEL MILEAGE/PER DIEM	\$ 625.00		\$ 625.00
TRAINING/MEETING/CONFERENCES	\$ -		\$ -
OCCUPANCY/RENT	\$ 3,591.00		\$ 3,591.00
INDIRECT EXPENSES	\$ 3,402.00		\$ 3,402.00
CASE MANAGER (1.0 FTE)	\$ 17,648.00		\$ 17,648.00
CASE MANAGER (1.0 FTE)	\$ 15,125.00		\$ 15,125.00
HOUSING RELATED FINANCIAL ASSISTANCE	\$ 266,104.00		\$ 266,104.00
TOTAL	\$ 306,964.00	\$ -	\$ 306,964.00

Amount Reimbursed

\$

-

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form \_\_\_\_\_

Phone no.: \_\_\_\_\_

Authorized signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Submit Bi-Monthly Report of Expenditures to Monterey County Department of Social Services, 730 La Guardia Street, Salinas, CA 93905

Remit To: Central Coast Center for Independent Living - 318 Cayuga St., Suite 208

Salinas, CA 93901



## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Central Coast Center for Independent Living,  
 (hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

housing search, placement support and rental subsidies for participants in the Housing and Disability Advocacy Program

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 185,042.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2021 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**  
**Exhibit B Other:** See Page 10A for list of exhibits

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 5010-158 \$185,042

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.



#### 14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b> Lori A. Medina, DSS Director	<b>FOR CONTRACTOR:</b> Judy Cabrera, Executive Director
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 318 Cayuga Street, Suite 208 Salinas, CA 93901
Address 831-755-4430	Address 831-757-2968 x22
Phone:	Phone:

#### 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**16.0 SIGNATURE PAGE.**

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

COUNTY OF MONTEREY	CONTRACTOR
<p>By: _____ Contracts/Purchasing Officer</p> <p>Date: _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Lon A. Medina, DSS Director</i></p> <p>Date: _____ <small>DF027050448749B...</small></p> <p>By: _____ Department Head (if applicable)</p> <p>Date: _____ 6/18/2021   4:38 PM PDT</p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form<sup>1</sup></p> <p>By: _____ <small>DocuSigned by:</small></p> <p>Date: _____ <i>Anne Breerton, County Counsel</i> <small>07025E3AA36B4A4...</small></p> <p>Date: _____ 6/3/2021   12:11 PM PDT</p> <p>Approved as to Fiscal Provisions<sup>2</sup></p> <p>By: _____ <small>DocuSigned by:</small></p> <p>Date: _____ <i>Gary Giboney</i> <small>D3834BFEC1D8449</small></p> <p>Date: _____ 6/3/2021   12:11 PM PDT</p> <p>Approved as to Liability Provisions<sup>3</sup></p> <p>By: _____</p> <p>Date: _____ Risk Management</p>	<p>Central Coast Center for Independent _____</p> <p>Contractor's Business Name*</p> <p>By: _____ <i>Judy Cabrera, Executive Director</i> <small>02A6B3208310468</small></p> <p>(Signature of Chair, President, or Vice-President) *</p> <p>Date: _____ 6/2/2021   4:47 PM PDT</p> <p>By: _____</p> <p>(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *</p> <p>Name and Title</p> <p>Date: _____ 06.01.2021</p>

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

## List of Exhibits

### Central Coast Center for Independent Living

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	B	DSS Additional Provisions
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	Elder Abuse & Neglect Reporting
Exhibit	F	Lobbying Certification
Exhibit	G	Audit & Recovery of Overpayments
Exhibit	H	HIPAA Certification

**EXHIBIT A****CENTRAL COAST CENTER FOR INDEPENDENT LIVING***July 1, 2021 - June 30, 2022***HOUSING DISABILITY ADVOCACY PROGRAM (HDAP)****SCOPE OF SERVICES/PAYMENT PROVISIONS**

- A. TOTAL FUNDING \$185,042
- B. CONTRACT TERM July 1, 2021 – June 30, 2022
- C. CONTACT INFORMATION
- Fiscal Contact: Judy Cabrera  
Controller  
318 Cayuga St., Suite 208  
Salinas, CA 93901  
Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549  
[jcabrera@cccil.com](mailto:jcabrera@cccil.com)
- Program Contact Judy Cabrera  
Executive Director  
318 Cayuga St., Suite 208  
Salinas, CA 93901  
Phone: (831) 757-2968 ext. 17 Fax: (831) 757-5549  
[jcabrera@cccil.com](mailto:jcabrera@cccil.com)
- County Contract Manager: Travis Beye, Management Analyst  
Department of Social Services  
730 La Guardia Street  
Salinas, CA 93905  
(831) 883-7584 Fax: (831) 883-7563  
[beyet@co.monterey.ca.us](mailto:beyet@co.monterey.ca.us)
- Location of Services Central Coast Center for Independent Living  
318 Cayuga St., Ste. 208, Salinas, CA 93901  
Phone (831) 757-2968 Fax (831) 757-5549
- D. PURPOSE  
The purpose of this agreement is to provide administrative and temporary housing subsidy funding to CONTRACTOR to provide housing search, placement support and rental subsidies for Housing and Disability Advocacy Program (HDAP) participants referred to CONTRACTOR by the Monterey County Department of Social Services (DSS).
- E. PROGRAM DESIGN  
CONTRACTOR will provide intensive case management, assessments, housing search, placement support, and rental subsidies to eligible HDAP clients referred by DSS.
- CONTRACTOR shall provide two full-time Housing Specialist Case Managers to assist 49 clients to complete assessments, participate in the program, and place them in safe, clean, and affordable housing during this July 2021 to June 2022 fiscal year.

**EXHIBIT A**

- E.1. Target Population is adults who are experiencing homelessness, and may be disabled, and are not receiving Social Security benefits or Cash Assistance Program for Immigrants (CAPI) and wish to file or have already filed for them.
- E.2. The targeted number of participants is forty-nine (49) for the 21/22 fiscal year.
- F. PERFORMANCE GOALS
  - F.1 75% of all referred clients are scheduled to attend an assessment appointment within five (5) working days of CONTRACTOR receiving the referral from the DSS or
  - F.2 80% of COUNTY referred clients who successfully attend the assessment appointment are placed in safe clean, and affordable temporary shelter until permanently housed or the case is closed.
  - F.3 50% of all clients who successfully attend the assessment and fully participate in the program's services are placed in safe, clean and affordable, permanent housing within ninety days (90) of their assessment appointment.
- G. CONTRACTOR RESPONSIBILITIES
 

In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

  - G.1. Administration
    - a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
    - b. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.
    - c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, Health Department and DSS staff to review active cases and ensure adequate program operations.
    - d. Participate in HDAP trainings/meetings required by CDSS.
    - e. Respond to deficiencies in meeting any service requirements of this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY contract monitor. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties.
    - f. Ensure appropriate staffing to support the administrative and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
    - h. Provide matching funds, dollar-for-dollar, for a total amount of \$185,042 as per Exhibit C. Matching funds shall be disclosed within the Audit for Fiscal Year 2021/2022.
  - G.2 Tracking and Reporting
    - a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to CDSS on a monthly basis.
    - b. Provide an electronic copy of the data to COUNTY Contract Manager by the 10<sup>th</sup> day of the month following the month in which services were performed.

**EXHIBIT A**

- c. Provide a current electronic copy of the data report via email within three (3) business days of receiving a request from the COUNTY.
- d. Provide access to HDAP data collected within the Homeless Information Management System.

**G.3. Referral and Assessment**

- a. Accept client referrals provided by COUNTY and respond within three (3) business days using electronic mail confirming receipt of the referral, Case Manager assigned and the date the client is scheduled to attend an assessment or information that an attempt to reach the client has been made.
- b. Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY Program Contact as soon as information is available.
- c. Schedule newly referred clients to attend an assessment within five (5) days of receiving a client referral from COUNTY barring the client's availability.
- d. Ensure an assessment includes, but is not limited to:
  - i. A formal contact (in person, phone call, email or letter) with the client to schedule and confirm an appointment within three (3) days of receiving the referral from the COUNTY. The formal contact shall include a list of verification items the client is required to bring to the appointment.
  - ii. A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the client about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the assessment.
  - iii. Complete initial screening using the Vulnerability Index-Service Prioritization Decision Assistance tool (VI-SPDAT) and communicate information to the Coalition of Homeless Services Providers. Enter information into the Homeless Management Information System (HMIS) for further evaluation and connection to additional services.
  - iii. An assessment of the housing needs of the client and finances available for housing costs. Refer client to General Assistance or CalWORKs, when appropriate.
  - iv. Development of a housing plan by the Housing Specialist to include where temporary shelter will be obtained, if needed, scheduled hours for weekly housing search, short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours and permanent housing placement.
  - v. Completion of applications for available local low-income housing and housing lists to include, but not limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound, and Sun Street Centers.
  - vi. Discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live.
  - vii. If space is unavailable within the shelter system and all other avenues have been explored, the Housing Specialist shall make reservations and utilize contracted housing related expenses to pay for safe, clean and affordable temporary shelter on a week-by-week basis per the client's housing plan.



**EXHIBIT A**

- viii. Inform clients that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the client comply with and participate in his/her housing plan.
- ix. Support the client's goal of stability by encouraging the client to participate in cross-disability peer support, system advocacy, independent living skills training, personal assistance services, youth transition services and assistive technology services.

**G.4 Housing Placement**

- a. Reserve, pay for and place clients who have been referred to and attended the assessment, in safe, clean and affordable subsidized temporary shelter, if appropriate. The temporary shelter placement shall be reserved for an initial minimum of seven (7) days. Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis. Temporary shelter subsidies shall be discontinued when the client has secured and moved into permanent housing, the client is awarded Social Security benefits, or the client's case is closed, whichever occurs first. An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.
- b. Identify, pay for and place clients who have been referred to and attended an assessment into safe, clean, affordable and desirable fully or partially subsidized permanent housing within ninety days (90) of completing the assessment. If permanent housing is not secured within ninety days (90), CONTRACTOR shall continue to provide services with explanation for delay and new expected permanent housing date with approval from COUNTY. CONTRACTOR shall ensure permanent housing meets minimum state and federal housing regulations or is approved by the COUNTY.
- c. Permanent housing, and additional fees such as application fees, first/last month rent and security deposits shall be secured and paid for by CONTRACTOR continually and consecutively, as required, on a month-to-month basis. Permanent shelter payment shall be discontinued when the client can afford full monthly permanent housing costs, the client is awarded Social Security benefits, or the case is closed, whichever comes first.
- d. Record and report each client's assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued.
- e. Inform the COUNTY of cases being closed by clearly documenting the reasons for the closure. Ensure clients not participating are provided a minimum of three (3) opportunities to comply before the case is closed.

**G.5 Program Staff****a. Housing Specialists**

- i. Provide two (2) Housing Specialist/Case Managers at 1.0 FTE each to assist each referred client with temporary and permanent subsidized housing search and placement.
- ii. Complete assessment as outlined in Section G.3 of this Exhibit.
- iii. Ensure referral to General Assistance or CalWORKS is completed and client is completing the necessary steps to participate in the appropriate County program
- iv. Assist clients to transition into fully subsidized, or partially subsidized, housing based on the client's needs and budget.

**EXHIBIT A**

- v. Identify and obtain subsidized temporary shelter, if needed, upon completion of an assessment.
- vi. Identify and obtain permanent housing for the client within ninety days (90) of completing the assessment provided the client is in compliance with the housing plan.
- vii. Provide a Weekly Housing Coordination Report detailing the progress each client has made toward obtaining subsidized temporary and permanent housing.
- viii. Provide basic housing search skills training and support to each referred client, work to identify potential barriers to housing interviews to include, but not be limited to, discussing evictions or felonies with prospective landlords, acquiring and demonstrating proper interview clothing, language, demeanor and attitude.
- ix. Provide "Ready to Rent" curriculum instruction to clients to help them prepare for, locate, and sustain permanent housing.
- x. Develop a transition plan for housing support through other available resources within the local community.
- xi. Communication with the COUNTY SSI Advocacy Program to obtain updates on the client's Social Security claim status.
- xii. Participate in group meetings, which may include the COUNTY referred client, COUNTY staff, and Health Department staff.
- xiii. Collaborate with the County SSI Advocacy Program to identify those who may be denied benefits and begin seeking alternative housing options (e.g. permanent supportive housing, affordable housing through Federal vouchers).

**H. COUNTY RESPONSIBILITIES**

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

**II.1. Administration**

- a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
- b. Review invoices and reports submitted by CONTRACTOR and process for payment.
- c. Communicate, at a minimum, within five (5) working days to:
  - i. Respond to any inquiries from CONTRACTOR regarding a referral or placement.
  - ii. Share any changes in client status or circumstances that impact CONTRACTOR.
- a. Be available for monthly meetings and as needed with CONTRACTOR.
- b. Ensure collaboration between SSI Advocacy Program and CONTRACTOR by reviewing processes, managing forms and updates policies and procedures.

**H.2 Tracking and Reporting**

- a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated reports.
- b. Report monthly to CDSS as required regarding HDAP expenditures and program participation.
- c. Act as the primary program contact with state level program administrator and ensure program applications, reports and other requirements are met.
- d. Monitor cases to ensure client's continued program eligibility. If a client becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

**EXHIBIT A**

- e. Access the Homeless Information Management System (HMIS) in order to deliver required data elements to the California Department of Social Services.
- I. DATA REPORTING INSTRUCTIONS AND SUBMISSION
- I.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include, but is not limited to, data elements required by the CDSS. Report structure will be determined by CONTRACTOR and COUNTY.
  - I.2 Reports shall be submitted electronically to the Contract Monitor no later than the 10<sup>th</sup> day of the month following the month in which services are delivered.
- J. COUNTY shall pay CONTRACTOR according to the terms set forth in Section I. PAYMENT BY COUNTY of Exhibit B of this Agreement, PAYMENT CONDITIONS.
- J.1 The maximum amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed **one-hundred eighty-five thousand, forty-two dollars (\$185,042)** as detailed in **Exhibit C, Budget**.
  - J.2 The COUNTY agrees to accept multiple invoices on the form set forth in Exhibit D, from the CONTRACTOR.
    - a. Invoices shall contain original signature of the person authorized to submit claims for payment;
    - b. Administrative Costs and matching funds shall be submitted monthly, by the 10th day of the following month in which services were performed.
    - c. Housing Financial Assistance shall be submitted bi-weekly (15<sup>th</sup> and 30<sup>th</sup>) of each month.
    - d. TRAINING / TRAVEL Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm) To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at [www.irs.gov](http://www.irs.gov).
  - J.3 CONTRACTOR shall mail all original signed invoices to:  
 Monterey County Department of Social Services  
 Attn. Travis Beye  
 730 La Guardia Street  
 Salinas, CA 93905

**EXHIBIT B****MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES****ADDITIONAL PROVISIONS****I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Administrative Costs and matching funds shall be submitted monthly, by the 10<sup>th</sup> (10) day of the following month in which services were performed. Housing Financial Assistance shall be submitted bi-weekly or (15<sup>th</sup> and 30<sup>th</sup>) of each month. CONTRACTOR shall submit to COUNTY signed invoices setting forth the amount claimed. All invoices (monthly, bi-weekly, and final) shall be submitted in the form set forth in **Exhibit D**.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10, 2020**. **If the Final Invoice is not received by COUNTY by close of business on July 10, 2020, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.03 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after

**EXHIBIT B**

CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

**II. PERFORMANCE STANDARDS & COMPLIANCE**

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

**2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

**EXHIBIT B**

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
  - Establishing a drug-free awareness program to inform employees about all of the following:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the organization's policy of maintaining a drug-free workplace;
    - 3) any available drug counseling, rehabilitation, and employee assistance programs;
    - 4) the penalties that may be imposed upon employees for drug abuse violations;
    - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

**III. CONFIDENTIALITY**

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such

**EXHIBIT B**

disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

**IV. NON-DISCRIMINATION**

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.



**EXHIBIT B**

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act**; Calif. Government Code Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular Section 272.6.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

**EXHIBIT B**

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

**V. CONTRACT ADMINISTRATORS**

**5.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates Judy Cabrera as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**5.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

**EXHIBIT B****VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

**VII. APPEAL PROCESS**

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

## EXHIBIT C

**Organization Name:** Central Coast Center for Independent Living (CCCIL)  
**Funder Name:** MoCo HDAP  
**Funding Year:** 2021-2022

**Funding Total:** \$ 185,042.00

DESCRIPTION	MATCH FUNDING	GRANT FUNDING	
General Office Supplies	\$ 1,500.00	\$ 1,500.00	Printing cost, general office supplies
Travel/Mileage/Per Diem	\$ 2,000.00	\$ 2,000.00	Mileage & Per Diem based off State of CA rate
Trainings/Meetings	\$ 500.00	\$ 500.00	hotel accomodations & training/meeting expenses
Occupancy/Rent	\$ 11,490.00	\$ 11,490.00	Rent for CCCIL office space
Indirect Expenses	\$ 16,822.00	\$ 16,822.00	No more than 10% (excluding rent & housing assistance)
<b>TOTAL ADMIN</b>	<b>\$ 32,312.00</b>	<b>\$ 32,312.00</b>	
Case Manager (100% FTE)	\$ 56,475.00	\$ 56,475.00	One full-time case manager's salary, taxes, benefits
Case Manager (100% FTE)	\$ 48,400.00	\$ 48,400.00	One full-time case manager's salary, taxes, benefits
<b>TOTAL HOUSING RELATED CM</b>	<b>\$ 104,875.00</b>	<b>\$ 104,875.00</b>	
Housing Financial Assistance	\$ 47,855.00	\$ 47,855.00	Expenses for rent, security deposits, hotels, shelters
<b>TOTAL HOUSING FINANCIAL ASSISTANCE</b>	<b>\$ 47,855.00</b>	<b>\$ 47,855.00</b>	
	\$ -		
<b>Total:</b>	<b>\$ 185,042.00</b>	<b>\$ 185,042.00</b>	

## Monterey County Department of Social Services

## Monthly Report of Expenditures 2021-2022

Name of Agency: Central Coast Center for Independent Living

EXHIBIT D

Report Month \_\_\_\_\_

Invoice # \_\_\_\_\_

CATEGORY	GRANT BUDGET AMOUNT	GRANT EXPENSES	GRANT BALANCE	MATCH BUDGET AMOUNT	MATCH EXPENSES	MATCH BALANCE
GENERAL OFFICE SUPPLIES	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00		\$ 1,500.00
TRAVEL MILEAGE/PER DIEM	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
TRAINING/MEETING/CONFERENCES	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00
OCCUPANCY/RENT	\$ 11,490.00		\$ 11,490.00	\$ 11,490.00		\$ 11,490.00
INDIRECT EXPENSES	\$ 16,822.00		\$ 16,822.00	\$ 16,822.00		\$ 16,822.00
CASE MANAGER (1.0 FTE)	\$ 56,475.00		\$ 56,475.00	\$ 56,475.00		\$ 56,475.00
CASE MANAGER (1.0 FTE)	\$ 48,400.00		\$ 48,400.00	\$ 48,400.00		\$ 48,400.00
HOUSING RELATED FINANCIAL ASSISTANCE	\$ 47,855.00		\$ 47,855.00	\$ 47,855.00		\$ 47,855.00
TOTAL	\$ 185,042.00	\$ -	\$ 185,042.00	\$ 185,042.00	\$ -	\$ 185,042.00

Amount Reimbursed

\$ -

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing the form \_\_\_\_\_

Phone no.: \_\_\_\_\_

Authorized signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Submit Bi-Monthly Report of Expenditures to Monterey County Department of Social Services, 2620 First Avenue, Marina, CA 93933

## ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

Central Coast Center for Independent Living

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:  
<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:  
<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

DocuSigned by:

*Judy Cabrera, Executive Director*

02A6B3208310468...

Authorized Signature

6/2/2021 | 4:47 PM PDT

Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call  
**1 (800) 510-2020**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

Page 1 of 2

Elder/Dependent Adult Abuse & Neglect Reporting Certification  
Agreement: 2021-2022 CCCIL

**Exhibit E****WELFARE AND INSTITUTIONS CODE  
SECTION 15659****15659.**

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.



**EXHIBIT F****CERTIFICATION REGARDING LOBBYING****Central Coast Center for Independent Living**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

*Judy Cabrera, Executive Director*

Signature

Title

Central Coast Center for Independent Living  
Agency/Organization

6/2/2021 | 4:47 PM PDT

Date

**Exhibit G****AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS****I. CPA Audit on Termination:****1.01 Audit Requirement**

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

**1.02 Audit Submission /Fiscal Year-end**

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

**1.03 Audit Format**

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

- 1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

**-OR-**

- 2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

**-OR-**

- 3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

**Exhibit G**

**All Audits must include the following information within their audit:**

- a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1**.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

**1.04 Payment for Audit**

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

**II. Contractor Records**

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

**III. Recovery of Overpayments:** If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

**Exhibit G**

DocuSigned by:

*Judy Cabrera, Executive Director*

02A6B3208310468

(signature of authorized representative)

6/2/2021 | 4:47 PM PDT

(date)

**EXHIBIT H****Health Insurance Portability & Accountability Act (HIPAA) Certification**

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104 191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

**EXHIBIT H****II. CONFIDENTIALITY REQUIREMENTS**

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
  - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
  - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

**EXHIBIT H**

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

**III. AVAILABILITY OF PHI**

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

**IV. TERMINATION**

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

**V. MISCELLANEOUS**

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

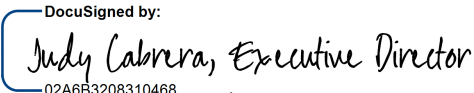


**EXHIBIT H**

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

**CONTRACTOR:** Central Coast Center for Independent Living

By:  DocuSigned by:  
Judy Cabrera, Executive Director  
02A6B3208310468

Title: \_\_\_\_\_

Date: 6/2/2021 | 4:47 PM PDT



## Monterey County Board of Supervisors

### Board Order

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

A motion was made by Supervisor John M Phillips, seconded by Supervisor Mary L. Adams to:

**Agreement No.: A-15319**

- a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Central Coast Center for Independent Living for \$185,042 to provide housing navigation and housing expenses for homeless individuals applying for disability benefits for the period of July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed ten percent 10% (\$18,504) of the contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 15<sup>th</sup> day of June 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 June 15, 2021.

Dated: June 17, 2021  
File ID: A 21-301  
Agenda Item No.: 47

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

  
Julian Lorenzana, Deputy



# Monterey County

Item No.33

## Board Report

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

Legistar File Number: A 21-539

November 16, 2021

Introduced: 11/2/2021

Current Status: Department of Social  
Services - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Contracts/Purchasing Officer to execute the Acknowledgement and Consent to the Assignment and Assumption Agreement between Booth Machinery LLC (Assignor) and Sonsray Machinery (Assignee) for Agreement #5010-194 effective October 1, 2021.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Contracts/Purchasing Officer to execute the Acknowledgement and Consent to the Assignment and Assumption Agreement between Booth Machinery LLC (Assignor) and Sonsray Machinery (Assignee) for Agreement #5010-194 effective October 1, 2021.

### SUMMARY/DISCUSSION:

The Department of Social Services (DSS) entered into a contract with Booth Machinery for planned maintenance and repairs for forklift and pallet jacks at DSS locations for the period of July 1, 2021 to June 30, 2022. DSS was notified on October 21, 2021 that Booth Machinery LLC had changed its name and tax identification number, becoming Sonsray Machinery. Booth Machinery LLC represents that Sonsray Machinery will assume all rights and obligations of Booth Machinery LLC. This action requires Board of Supervisors approval.

### OTHER AGENCY INVOLVEMENT:

The Auditor Controller and Purchasing have reviewed and approved this Agreement. County Counsel has approved the agreement as to form.

### FINANCING:

The current funding for this agreement is not affected by the Assignment and Assumption Agreement. There is no additional cost with this recommended action.

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Administrative Initiative adopted by the Board of Supervisors by allowing the Department to continue to the needed maintenance and repair services covered under the existing agreement.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Jan Wolf, MA III, x1590

Approved by: Lori A. Medina, Director, x4430

Attachments: Assignment and Assumption Agreement  
Booth Machinery LLC Agreement

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and  
between

Booth Machinery, LLC ("Assignor")

and

Sonsray Machinery ("Assignee")

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of October 1, 2021 (the "Assignment Effective Date"), by and between Booth Machinery, LLC ("Assignor"), and Sonsray Machinery ("Assignee").

### RECITALS

A. COUNTY OF MONTEREY ("County"), and Assignor entered into Countywide Services Agreement Services Agreement on June 28, 2021 for the period of July 1, 2021 to June 30, 2022 (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 October 1, 2021 ("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. Payments. As between and among County, Assignor, and Assignee, payments previously made by County to Assignor are deemed to constitute full payment of any amounts due and owing by County under the Agreement for the period to which the payments apply, and County is discharged from any obligation to pay Assignee for the period after the assignment date as to which payment to Assignor has already been made.

6. 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) Counterparts. 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.

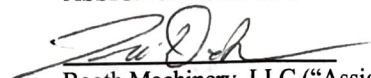
(vi) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

*[signature page follows]*

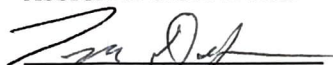


IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR SIGNATURE:

  
Booth Machinery, LLC ("Assignor")

ASSIGNEE SIGNATURE:

  
Sonsray Machinery ("Assignee")



By:

Tax ID# 46-0894250

ACKNOWLEDGEMENT AND  
CONSENT

COUNTY OF MONTEREY. hereby consents to  
the foregoing assignment and assumption.

COUNTY OF  
MONTEREY

By: \_\_\_\_\_  
**Contracts/Purchasing**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Auditor/Controller**

11/2/2021 | 4:14 PM PDT

DocuSigned by:  
  
By: \_\_\_\_\_  
**County Counsel**

11/2/2021 | 4:11 PM PDT

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

**BOOTH MACHINERY, LLC.**

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

Planned maintenance & repairs for forklift/pallet jacks located at Monterey County Department of Social Services (DSS) as described within **Exhibit A & Exhibit B**.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$16,500.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 7/1/2021 to 6/30/2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A - Scope of Services/Payment Provisions**

**Exhibit B - Quote Summary**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.



## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

#### 14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Department of Social Services Attn: Sylvia Solis	Booth Machinery, LLC.
Name and Title 1000 South Main St. Suite 306 Salinas, CA. 93901	Name and Title 1081 Harkins Road Salinas, CA. 93901
Address 831-755-4483	Address 831-240-0378
Phone:	Phone:

#### 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**16.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By:

Date: Debra Wilson, Contracts/Purchasing Supervisor  
DocuSigned by: 7B741937AA0D41B...

By:

Date: Department Head (if applicable)  
 6/28/2021 | 1:51 PM PDT

By:

Date: Board of Supervisors (if applicable)

Approved as to Form<sup>1</sup>

By: William Litt  
DocuSigned by: DA7BB56CB9B348A...  
 Date: County Counsel  
 6/28/2021 | 12:58 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By: Gary Giboney  
DocuSigned by: D3834BFEC1D844A...  
 Date: Auditor/Controller  
 6/28/2021 | 1:04 PM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
 Date: Risk Management

**CONTRACTOR**

BOOTH MACHINERY, LLC.

By: Eric Petty  
DocuSigned by: E0AB4B5F0...  
 Date: Signature of Chair, President, or Vice-President) \*

Date: 6/24/2021 | 5:13 PM PDT  
Eric Petty CFO

By: [Signature]  
DocuSigned by: 5E62413522B54F2...  
 Date: Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) \*

Date: 6/24/2021 | 6:03 PM PDT  
Bobby Creason President & CEO

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

## Exhibit A - Scope of Services/Payment Provisions

List of covered equipment and covered charges:

Item No.	MAKE	Model	Serial Number	Frequency	Price Per Visit
1	Barrett	RRT-140 Reach Truck	36-79018	90 Days	\$ 125.00 *
2	Yale	MPB040ACN24C 2748 Pallet Jack	A827N14967U	90 Days	\$ 125.00 *
3	Crown	5200S Reach Truck	1A312776	90 Days	\$ 125.00 *
				<b>Total Charges Every 90 days/3 months</b> <b>\$ 375.00 x 4 = \$ 1500.00 Per Year</b> <b>not including parts.</b> <b>(* plus parts)</b>	

### Payment Provisions:

For the services described in the AGREEMENT within the term specified above, the maximum obligation of the County will be \$16,500.00. This includes the following:

\$1,500.00      Annual rate (July 1, 2021 – June 30, 2022) - \$375.00 (plus parts). 90-day inspection being complete for each individual unit 4-times a year/every 3 months. Contractor shall complete all items listed within 90-day inspection Quote Summary (Exhibit B).

This does not include repairs or PM's found during check-off list. If repairs or PM's are needed to be made on any units listed above, rate will be \$145.00/hour, not including parts. Also, Booth Machinery will not charge for travel time or hauling of units if needed to be brought into shop (major repairs).

\$15,000.00      For parts and repairs not covered under the 90-day Quote Summary outlined within Exhibit-B.

Department of Social Services (DSS) site contact:  
Antonio De La Pena 831-785-7045  
1488 Schilling Pl. Salinas, CA. 93901  
[DeLaPenaA@co.monterey.ca.us](mailto:DeLaPenaA@co.monterey.ca.us)

-- End of Exhibit A --

## Exhibit B – Quote Summary



**Booth Machinery, LLC**  
 1081 Harkins Road  
 Salinas, CA 93901  
 (831) 240-0378 / (831) 422-2960  
 Visit our website at:  
[www.boothmachineryinc.com](http://www.boothmachineryinc.com)

REMIT TO:  
 BOOTH MACHINERY, LLC  
 6565 E 30th Street  
 YUMA, AZ 85365-7661

SOLD TO  
 COUN02 COUNTY OF MONTEREY  
 MICHAEL R. DERR  
 1488 SCHILLING PLACE  
 SALINAS, CA 93901

SHIP TO  
 COUNTY OF MONTEREY

DAEWOO G25S-2 LPG ?? SN: 12-01095 HR: 0 W:00  
 Sold By: 271 PO #: 90 DAY Date 4/28/21 SALES QUOTE HQ00213  
 Ship By: 264 Tax #: 14:06:43 PRT: 6 Open

### Quote Summary

01 90 DAY INSPECTION NEEDED	125.00
<b>**TOTAL</b>	<b>125.00</b>

Tax	D	Qty	Description -----*	Price	Amount
Group: 01					

#### 01 90 DAY INSPECTION NEEDED

CHECK ENGINE OIL. (IF APPLIED)  
 CHECK COOLANT HOSES AREN'T HARD AND SECURED  
 PROPERLY/TIGHTENED (IF APPLIED)  
 CHECK ALL HDYRO. LINES & FITTINGS  
 CLEAN AND CHECK BATTERY(S)  
 CHECK FILTER(S)  
 GREASER ALL GREASE ZERTS  
 CHECK NUETRAL START CIRCUIT - FUNCTIONS CORRECTLY  
 CHECK CLUTCH PEDAL FREE TRAVEL  
 CHECK BRAKE PEDAL  
 CHECK ALL CABLES/CHAINS  
 OPERATE UNIT THROUGH ALL MOVABLE FUNCTIONS  
 CHECK ALL SAFTEY PRIMETERS NEEDED FOR SAFE OPERATION  
 TEST ALL SAFETY FUNCTIONS  
 CHECK UNIT OPERATES THROUGH ALL GEARS (IF APPLIED)  
 CHECK ALL FLUID LEVELS & ADD FLUID IF NEEDED.  
 AIR PRESSURE IN TIRES CHECK & ADJUST.  
 CHECK ALL TORQUES FOR LUGS/CENTER LOCK BOLT  
 ALL COMPONENTS FOR RAMS CHECKED/TESTED  
 LUBRICATE&ADJUSTABLE FRONT AXLE COMPONENTS (IF APPLIED)  
 LUBRICATE MFD AXLE AND DRIVE SHAFT (IF APLLIED)  
 LUBRICATE FRONT AXLE PIVOT PIN. CHECK OIL LEVEL IN  
 MFD AXLE HOUSING AND FINAL DRIVES (IF APPLIED)

CREDIT TERMS: Payment Due Date: All bills for purchases made are payable in full upon receipt of the Monthly Billing Statement. A FINANCE CHARGE may be assessed if payment of the New Balance shown on your Monthly Statement is not made per terms stated on the statement. The FINANCE CHARGE is determined, by applying the periodic rate corresponding to an annual percentage rate to the unpaid balance on which the FINANCE CHARGE is computed. The balance is the sum of the amounts unpaid excluding previously billed and unpaid finance charges and charges added to the account during the billing cycle.  
 The monthly periodic rate is 1.5% equal to the 18% ANNUAL PERCENTAGE RATE or such rate which may be permitted by local applicable state law.  
 In the event the amount is not paid when due and referred for collection or suit, I or we agree to pay all collection costs (including attorney fees and court costs).

Page 1 Continued on next page

PAY THIS  
 AMOUNT ➡

**20% RESTOCKING CHARGE ON RETURNED PARTS / NO REFUNDS AFTER 30 DAYS**  
**SPECIAL ORDER PARTS and ELECTRICAL PARTS ARE NON-RETURNABLE**





**Booth Machinery, LLC**  
 1081 Harkins Road  
 Salinas, CA 93901  
 (831) 240-0378 / (831) 422-2960  
 Visit our website at:  
[www.boothmachineryinc.com](http://www.boothmachineryinc.com)

REMIT TO:  
 BOOTH MACHINERY, LLC  
 6565 E 30th Street  
 YUMA, AZ 85365-7661

SOLD TO  
 COUN02 COUNTY OF MONTEREY  
 MICHAEL R. DERR  
 1488 SCHILLING PLACE  
 SALINAS, CA 93901

SHIP TO  
 COUNTY OF MONTEREY

DAEWOO G25S-2 LPG ?? SN: 12-01095 HR .0 W:00  
 Sold By: 271 PO #: 90 DAY Date 4/28/21 SALES QUOTE HQ00213  
 Ship By: 264 Tax #: 14:06:43 PRT: 6 Open

Tax	D	Qty	Description	Price	Amount
			ALL FARME COMPONENTS CHECK FOR CRACKS/DAMAGEDS SERIAL NUMBER PLATE INTACT WITH WORKING HOUR METER CHECK FOR OPERATORS MANUAL		
			LABOR CHARGE		
			** TOTAL LABOR CHARGE		125.00
			* SEGMENT SUBTOTAL		125.00

**Other Charges**

SERVICE CALL:  
 COUNTY OF MONTEREY

\* SEGMENT SUBTOTAL

CREDIT TERMS: Payment Due Date: All bills for purchases made are payable in full upon receipt of the Monthly Billing Statement. A FINANCE CHARGE may be assessed if payment of the New Balance shown on your Monthly Statement is not made per terms stated on the statement. The FINANCE CHARGE is determined by applying the periodic rate corresponding to an annual percentage rate to the unpaid balance on which the FINANCE CHARGE is computed. The balance is the sum of the amounts unpaid excluding previously billed and unpaid finance charges and charges added to the account during the billing cycle.  
 The monthly periodic rate is 1.5% equal to the 18% ANNUAL PERCENTAGE RATE or such rate which may be permitted by local applicable state law.  
 In the event the amount is not paid when due and referred for collection or suit, I or we agree to pay all collection costs (including attorney fees and court costs).

\*\* SUBTOTAL 125.00

X \_\_\_\_\_ Cash Sale

Page 2 Last Page

PAY THIS  
 AMOUNT



\$125.00

**20% RESTOCKING CHARGE ON RETURNED PARTS / NO REFUNDS AFTER 30 DAYS**  
**SPECIAL ORDER PARTS and ELECTRICAL PARTS ARE NON-RETURNABLE**



## 90 DAY INSPECTION

### INSPECTION FORM FOR ELECTRIC & SELF PROPELLED FORKLIFTS.

Serial Number	Company Name	Contact Name	
Machine Model	Address		
Hour Meter Reading	City	State	Zip
Receipt Date	Phone Number		
Accessories			

### POINTS TO BE CHECKED AFTER INSPECTED

<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <ul style="list-style-type: none"> <li>01 - Engine <input style="float: right;" type="checkbox"/></li> <li>02 - Air filter <input style="float: right;" type="checkbox"/></li> <li>03 - Tank/lines <input style="float: right;" type="checkbox"/></li> <li>04 - Oil level/Fuel+ filter <input style="float: right;" type="checkbox"/></li> <li>05 - Injection or carburation systems <input style="float: right;" type="checkbox"/></li> <li>06 - Radiator and cooling system <input style="float: right;" type="checkbox"/></li> <li>07 - Belts <input style="float: right;" type="checkbox"/></li> <li>08 - hydraulic Hoses <input style="float: right;" type="checkbox"/></li> </ul> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <ul style="list-style-type: none"> <li>09 - Transmission <input style="float: right;" type="checkbox"/></li> <li>10 - Reversing system <input style="float: right;" type="checkbox"/></li> <li>11 - Control of gears <input style="float: right;" type="checkbox"/></li> <li>12 - Pedals <input style="float: right;" type="checkbox"/></li> <li>13 - Clutch gears <input style="float: right;" type="checkbox"/></li> </ul> </div> <div style="border: 1px solid #ccc; padding: 5px;"> <ul style="list-style-type: none"> <li>14 - Axles/Transfer Box if applied <input style="float: right;" type="checkbox"/></li> <li>15 - Operation and adjustment <input style="float: right;" type="checkbox"/></li> <li>16 - Adjustment of steering stops <input style="float: right;" type="checkbox"/></li> </ul> </div>	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <ul style="list-style-type: none"> <li>16 - Mast Unit <input style="float: right;" type="checkbox"/></li> <li>17 - Fixed and movable mast(s) <input style="float: right;" type="checkbox"/></li> <li>18 - Carriage <input style="float: right;" type="checkbox"/></li> <li>19 - Chains <input style="float: right;" type="checkbox"/></li> <li>20 - Rollers <input style="float: right;" type="checkbox"/></li> <li>21 - Forks <input style="float: right;" type="checkbox"/></li> </ul> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <ul style="list-style-type: none"> <li>22 - Accessories <input style="float: right;" type="checkbox"/></li> <li>23 - Adaptation to machine <input style="float: right;" type="checkbox"/></li> <li>24 - Hydraulic connections <input style="float: right;" type="checkbox"/></li> </ul> </div> <div style="border: 1px solid #ccc; padding: 5px;"> <ul style="list-style-type: none"> <li>25 - Cab/Protective Device/Electric Circuit <input style="float: right;" type="checkbox"/></li> <li>26 - Seat <input style="float: right;" type="checkbox"/></li> <li>27 - Control Panel <input style="float: right;" type="checkbox"/></li> <li>28 - Horn and warning light, safety device <input style="float: right;" type="checkbox"/></li> <li>29 - Heating/air conditioning if applied <input style="float: right;" type="checkbox"/></li> <li>30 - Windshield/protective shield <input style="float: right;" type="checkbox"/></li> <li>31 - Horn <input style="float: right;" type="checkbox"/></li> <li>32 - Backup alarm <input style="float: right;" type="checkbox"/></li> </ul> </div>
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- 01 - Oil tank and fluid level ☐
- 02 - Pumps and coupling ☐
- 03 - Tightness of fittings ☐
- 04 - Lifting rams(s) ☐
- 05 - Tilting ram(s) ☐
- 06 - Accessory ram(s) ☐
- 07 - Telescope ram(s) ☐
- 08 - Compensating ram(s) ☐
- 09 - Steering ram(s) ☐
- 10 - Control valves ☐
- 11 - Holding valves ☐

- 12 - Breaking Circuits ☐
- 13 - Check service brake and parking brake operation ☐
- 14 - Check brake fluid level ☐

- 15 - Lubrication ☐
- 16 - Boom Unit/Maniscopic ☐
- 17 - Boom and telescope(s) ☐
- 18 - Wear pads ☐
- 19 - Linkage ☐
- 20 - Carriage ☐
- 21 - Forks ☐

- 21 - Headlight ☐
- 22 - Additional lighting ☐
- 23 - Rotation beacon ☐
- 24 - Battery ☐

- 25 - Wheels ☐
- 26 - Rims/lug nut torque ☐
- 27 - Tires/Pressure ☐

- 28 - Screws And Nuts ☐
- 29 - Frame And Body ☐
- 30 - Paint ☐
- 31 - General Operation ☐
- 32 - Operator's Manual ☐

Remarks Concerning Technical Incidents or Non-Compliance:

-- End of Exhibit B --



# Monterey County

Item No.34

## Board Report

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

Legistar File Number: A 21-543

November 16, 2021

**Introduced:** 11/5/2021

**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 Amendment #1 with United Way Monterey County for the administration of the Monterey County Emergency Rental Assistance Program extending the term through June 30, 2023 and adding \$22,434,117 for a new contract total of \$50,715,953; and
- b. Authorize the Director or the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$5,071,595) of the contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 with United Way Monterey County for the administration of the Monterey County Emergency Rental Assistance Program extending the term through June 30, 2023 and adding \$22,434,117 for a new contract total of \$50,715,953 and
- b. Authorize the Director or the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$5,071,595) of the contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

The Department of Social Services (DSS) seeks to amend the existing Monterey County Emergency Rental Assistance Program (MC ERAP) agreement with United Way Monterey County (UWMC) to incorporate new funding (\$22,434,117) and extend the term to June 30, 2023 to allow for continued operation.

The Monterey County Emergency Rental Assistance Program (MC ERAP) began in March 2021 by state and federal Emergency Rental Assistance (ERA1) block grants. Monterey County's program targets low-income residents adversely impacted by the COVID-19 crisis who are at risk of becoming homeless. The U.S. Consolidated Appropriations Act (2021) and State's COVID-19 Tenant Relief Act (SB 91) initiated the Emergency Rental Assistance (ERA1) program, meanwhile, the American Rescue Plan Act (2021) enacted March 11, 2021 established ERA2 and, as a result, made a second round of Emergency Rental Assistance funding available through both the U.S. Treasury and the State of California, expiring September 30, 2025. In addition, \$150,000.00 in county funds was allocated to DSS for MC ERAP based on your Board's modifications to the Fiscal Year 2021-22 Recommended Budget. This brings the total County allocation for this Agreement to \$50,715,953.

As of October 5, 2021, MC ERAP has obligated \$11,106,106 of the Federal Block Grant and \$13,360,090 of the State Block Grant and dispersed \$10,267,141 in rental and utility assistance. UWMC utilizes existing 2-1-1 infrastructure, which is staffed by trained and certified call specialists. Local

partners include Central Coast Energy Services, Goodwill Central Coast, Hartnell College, Housing Resource Center, Monterey Peninsula College, North County Recreation and Park District, Salvation Army and the cities of Gonzales, Greenfield, King, Monterey, Seaside, and Soledad. Awarded funds can be used for program administration, direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed. ERA1 funds expenditure deadline has been extended from December 31, 2021 to September 30, 2022 and ERA2 has various obligation deadlines but must be expended by September 30, 2025. The County General Funds (\$150,000) allocated for FY 2021-22 will assist residents who need rental assistance but are otherwise ineligible for the program due to gaps or barriers caused by state and/or federal eligibility and/or documentation requirements.

OTHER AGENCY INVOLVEMENT:

Development, administration, and implementation of the MC ERAP requires departmental, intergovernmental, and private sector coordination with the UWMC and network of 2-1-1 service providers, including adherence to state and federal reporting requirements.

The Auditor Controller and Purchasing have reviewed and approved this agreement. County Counsel has approved the agreement as to form. 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.

FINANCING:

This agreement is funded with \$23,094,714 of federal funds from the U.S. Treasury, \$27,471,239 from the State of California, and \$150,000 from the County General Fund, for an overall total of \$50,715,953. The Department will return at a later date to request additional appropriations after determining need and going to Budget Committee.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action correlates to the Administration and Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by allowing the Department to continue to receive state and federal funding to provide programs and services to the residents of the County.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by Denise Vienne, Management Analyst II, x4484

Approved by: Lori A. Medina, Director, x4430

Attachments: Original Agreement

Proposed Amendment #1

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



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-543**

**November 16, 2021**

**Introduced:** 11/5/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

### **..Title**

- a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 with United Way Monterey County for the administration of the Monterey County Emergency Rental Assistance Program extending the term through June 30, 2023 and adding \$22,434,117 for a new contract total of \$50,715,953; and
- b. Authorize the Director or the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$5,071,595) of the contract amount and do not significantly change the scope of work.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 with United Way Monterey County for the administration of the Monterey County Emergency Rental Assistance Program extending the term through June 30, 2023 and adding \$22,434,117 for a new contract total of \$50,715,953 and
- b. Authorize the Director or the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$5,071,595) of the contract amount and do not significantly change the scope of work.

### **SUMMARY/DISCUSSION:**

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Resource Center, Monterey Peninsula College, North County Recreation and Park District, Salvation Army and the cities of Gonzales, Greenfield, King, Monterey, Seaside, and Soledad. Awarded funds can be used for program administration, direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed. ERA1 funds expenditure deadline has been extended from December 31, 2021 to September 30, 2022 and ERA2 has various obligation deadlines but must be expended by September 30, 2025. The County General Funds (\$150,000) allocated for FY 2021-22 will assist residents who need rental assistance but are otherwise ineligible for the program due to gaps or barriers caused by state and/or federal eligibility and/or documentation requirements.

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- ☐ Infrastructure
- ☐ Public Safety



Prepared by Denise Vienne, Management Analyst II, x4484



Approved by: Lori A. Medina, Director, x4430

Attachments: Original Agreement  
Proposed Amendment #1

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

## COUNTY OF MONTEREY NON-STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

United Way of Monterey County

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

emergency rental assistance program

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$28,281,836.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from March 15, 2021 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS: PAYMENT TERMS ARE LOCATED IN EXHIBIT A, SECTION E

- ~~6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.~~
- ~~6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.~~
- ~~6.03 Invoice amounts shall be billed directly to the ordering department.~~
- ~~6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor Controller for payment. The County Auditor Controller shall pay the amount certified within 30 days of receiving the certified invoice.~~

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

9.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.



## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES:**

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b> Lori A. Medina, DSS Director	<b>FOR CONTRACTOR:</b> Josh Madfis, Vice President Community Investments
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 60 Garden Court Monterey, CA 93940
Address 831-755-4430	Address 831-372-8026 x106
Phone:	Phone:

**15.0 MISCELLANEOUS PROVISIONS.**

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**16.0 SIGNATURE PAGE.**

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

COUNTY OF MONTEREY	CONTRACTOR
<p>By: _____ Contracts/Purchasing Officer</p> <p>Date: _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Lon R. Medina, DSS Director</i></p> <p>Date: _____ <small>DF0279504437490</small> Department Head (if applicable) 3/24/2021   8:28 AM PDT</p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form<sup>1</sup> _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Anne Brenton, County Counsel</i></p> <p>Date: _____ <small>07025F0AA36D4A4</small> County Counsel 3/17/2021   4:43 PM PDT</p> <p>Approved as to Fiscal Provisions<sup>2</sup> _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Gary Giboney</i></p> <p>Date: _____ <small>D38342FEC1D8449</small> Auditor/Controller 3/17/2021   6:58 PM PDT</p> <p>Approved as to Liability Provisions<sup>3</sup> _____</p> <p>By: _____ Risk Management</p> <p>Date: _____</p>	<p>United Way Monterey County</p> <p>Contractor's Business Name* _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Katy Castagna</i></p> <p>Date: _____ <small>C6B5624DBAC4439</small> (Signature of Chair, President, or Vice-President) *</p> <p>Name and Title _____ 3/17/2021   4:20 PM PDT</p> <p>By: _____ <small>DocuSigned by:</small></p> <p>By: _____ <i>Steve Emerson</i></p> <p>Date: _____ <small>40D14ADBCFBC486</small> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *</p> <p>Name and Title _____ 3/17/2021   4:33 PM PDT</p> <p>Date: _____</p>

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

## List of Exhibits

### United Way of Monterey County

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	A-1	Income Eligibility Chart
Exhibit	B	DSS Additional Provisions
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	Certification Regarding Lobbying
Exhibit	F	Audit & Recovery of Overpayments

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### UNITED WAY MONTEREY COUNTY

- A. TOTAL FUNDING:** \$ 12,898,602.00 (Federal US Treasury)  
\$ 15,383,234.00 (State SB 91 BCSH)  
 \$ 28,281,836.00 Total Funds
- B. CONTRACT TERM:** March 15, 2021 – December 31, 2021
- C. CONTACT INFORMATION:**  
 County Contract Monitor: Monterey County Department of Social Services  
 Denise Vienne, Management Analyst  
 1000 S. Main Street, Suite 301 Salinas, CA 93901  
 Phone: (831) 755-4484 Fax: (831) 755-8477  
[vienned@co.monterey.ca.us](mailto:vienned@co.monterey.ca.us)
- Contractor Information: United Way Monterey County  
 Josh Madfis, Vice President, Community Investments  
 60 Garden Court Monterey, CA 93940  
 Phone: (831) 372-8026 x106 Fax: (831) 372-4945  
[Josh.madfis@unitedwaymcca.org](mailto:Josh.madfis@unitedwaymcca.org)
- Location of Services: Monterey County Emergency Rental Assistance Program  
 Administered by UWMC and coordinated by  
 2-1-1 Telephone Information & Referral System  
 Dial: 2-1-1
- A. SUBAWARD INFORMATION**  
 1) CONTRACTOR DUNS Number: 113866974  
 Date of Federal Award: January 26, 2021  
 CFDA Passthrough Information and Dollar Amount: CFDA # 21.019 \$12,905,387.40  
 Federal Award Description: Federal US Treasury Coronavirus Relief Fund  
 Research and Development: No  
 Maximum Allowable Administrative Indirect Cost Rate: 10%
- 2) Block Grant Pending  
 CFDA Passthrough Information and Dollar Amount: State SB91 Funds, Housing and  
 Community Development , State of California Business, Consumer Services and Housing  
 Agency \$15,625,836.30  
 Federal Award Description: Emergency Rental Assistance  
 Research and Development: No  
 Administrative Indirect Cost Rate: 8.5%
- B. BACKGROUND**  
 Monterey County Emergency Rent Assistance Program (MC ERAP) will administer Federal  
 US Treasury Coronavirus Relief Funds and State COVID-19 Relief funding. MC ERAP targets  
 low-income residents and landlords adversely impacted by the COVID-19 crisis, assisting  
 residents throughout Monterey County who are at risk of becoming homeless.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

The program is administered by United Way Monterey County (UWMC) and utilizes existing 211 infrastructure, which is staffed by trained and certified call specialists. UWMC coordinates and contracts with grantees to disburse a total of \$28,281,836.00 in combined Federal Treasury (\$12,898,602.00) and State SB 91 California Business, Consumer Services and Housing Agency (\$15,383,234.00) funds. Applications are initiated either through Monterey County's 2-1-1 System, online application or any UWMC grantee agency. Caller needs and MC ERAP eligibility are assessed. Residents are referred to the appropriate grantee for rent and utility relief, as well as any relevant Health and Human Services. Eligible renters bring documentation demonstrating eligibility, as well as rent due notices, utility bills, and landlord address/tax information to paying grantees. Grantees vet documents and pay landlords and/or utility companies.

### C. DESCRIPTION OF SERVICES

CONTRACTOR shall provide administrative oversight of the Monterey County Emergency Rental Assistance Program (MC ERAP) offering emergency rent and utility assistance to individuals and families impacted by the COVID-19 pandemic and do all things necessary for or incidental to the performance of work, as set forth below:

- C.1 CONTRACTOR shall provide appropriate referrals to MC ERAP grantees via the toll-free, 24/7, Telephone Information and Referral System (211), and with the Smart Referral software for Monterey County residents. Referrals will address the immediate needs for rental and/or utility assistance. Grantees may address longer term needs by making additional referrals to other Monterey County health and human services as needed.
- C.2 CONTRACTOR shall ensure that 2-1-1 and grantees adequately screen callers for eligibility seeking rental and/or utility assistance and other health and human services to refer them to the appropriate local provider.
- C.3 CONTRACTOR shall ensure the referral systems and grantees provide assistance in English, Spanish and other languages, as needed.
- C.4 CONTRACTOR shall develop contracts with rent and utility grantees. This includes an application process; vetting and approving awards; developing grant agreements with grantees; grant administration; program training, technical assistance, monitoring and evaluation. The vetting process will ensure rent and utility grantees demonstrate capacity to implement the program; ensure rent and utility assistance is widespread throughout the County; ensure low-income qualifying residents' benefit from the assistance, and program beneficiaries receive "Smart Referrals" to other appropriate health and human services.
- C.5 CONTRACTOR shall ensure that rental and utility relief assistance provided does not exceed twelve months of back rent and three months of future rent per household.
- C.6 CONTRACTOR shall ensure that participants meet all eligibility guidelines including income eligibility at or below 80% of the Area Median Income (AMI) for Monterey County (**Exhibit A-1**) and conformance with U.S. Treasury and SB 91 requirements for program administration.
- C.7 CONTRACTOR shall ensure that grantees verify an agreement exists between property owner/landlord and the recipient head of household and payment is made directly to the



## SCOPE OF SERVICES/PAYMENT PROVISIONS

landlord/property manager. In cases where the landlord refuses to participate, grantees may pay up to 25% directly to the resident participant.

- C.8 CONTRACTOR shall ensure that grantees verify an agreement exists between utility company and the recipient head of household and payment is made directly to the utility company. Eligible utilities include separately stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities. Utilities that are covered by the landlord within rent will be treated as rent.

### D. REPORTING INSTRUCTIONS & SUBMISSION

- D.1 CONTRACTOR shall submit a monthly report describing the services performed and caller demographics. Reports shall include the following data:
- D.1.a. Number of rent and utility inquiries received
  - D.1.b. Number of rent and utility inquiries resulting in assistance to rent and/or utility
  - D.1.c. Dollar amount of assistance provided
  - D.1.d. Number of "Smart Referrals" made to other health and human services
  - D.1.e. Number of "Smart Referrals" made to other health and human services that result in services for referred clients.
  - D.1.f. Demographics of those assisted, including city, zip code, gender, age, ethnicity, household size, and household income.
- D.2 CONTRACTOR shall submit monthly reports on the 10<sup>th</sup> of the month following the month of services provided
- D.3 CONTRACTOR shall submit all reports via e-mail to the county Contract Monitor as listed in SECTION C.

### E. PAYMENT PROVISIONS

- E.1 County shall pay CONTRACTOR according to the terms set forth in **EXHIBIT B, Section I, PAYMENT BY COUNTY**, of this agreement.
- E.2 The maximum amount payable by County to CONTRACTOR under the term of this Agreement shall not exceed **twenty-eight million, two-hundred eighty-one thousand, eight hundred thirty-six dollars and zero cents (\$28,281,836.00)**.
- E.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set forth in **Exhibit D**. The final fiscal year invoices will be due no later than January 10, 2022.
- E.3.a. All original invoices will be mailed to the County Contract Monitor as listed in Section C.
- E.4 Initial payment of **seven million one hundred thousand dollars and zero cents (\$7,100,000)** shall be paid as soon as legally possible and will be offset by **one million four hundred nineteen thousand dollars five hundred ninety-two dollars and zero cents (\$1,419,592)** over the last five (5) monthly invoices of the Agreement; OR when thirty percent (30%) of the contract balance remains, whichever comes first. The initial payment will have an invoice which will be approved by the Department of Social Services for the following advance work: Development and distribution of a media, community and client outreach campaign; finalization of client intake, application processing and eligibility determination systems; and direct assistance to clients with

## SCOPE OF SERVICES/PAYMENT PROVISIONS

immediate needs. All payments after the initial payment will be paid within 30 days of receipt of a certified invoice in the Auditor-Controller's office.

- E.5 Except for the initial payment, referenced in E.4, CONTRACTOR shall submit invoices periodically or at the completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

### F. INVOICING INSTRUCTIONS & SUBMISSION

- F.1 CONTRACTOR shall, at minimum, submit original signed monthly invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10<sup>th</sup> day of the month following the month in which services were performed. Invoices may be submitted more frequently as necessary or as agreed upon.
- F.2 The invoice shall be submitted on the invoice form set forth in **Exhibit D**.
- F.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

*(end of exhibit)*

## Monterey County Emergency Rent Assistance Program

### At or Below 80% of Monterey County Area Median Income

Household	1 Person	2 People	3 People	4 People	5 People	6 People
80% AMI	\$54,250	\$62,000	\$69,750	\$77,500	\$83,700	\$89,900

MC ERAP Eligibility: Based on U.S. Department of Housing and Urban Development  
FY 2020 AMI

**EXHIBIT B****MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES****ADDITIONAL PROVISIONS****I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D** and shall include an invoice number.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10<sup>th</sup>**. If the **Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>**, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.

**1.03 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

**EXHIBIT B**

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

**II. PERFORMANCE STANDARDS & COMPLIANCE**

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

**2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

**EXHIBIT B**

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
  - Establishing a drug-free awareness program to inform employees about all of the following:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the organization's policy of maintaining a drug-free workplace;
    - 3) any available drug counseling, rehabilitation, and employee assistance programs;
    - 4) the penalties that may be imposed upon employees for drug abuse violations;
    - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

**III. CONFIDENTIALITY**

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by

**EXHIBIT B**

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

**IV. NON-DISCRIMINATION**

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.



**EXHIBIT B**

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and 28 CFR Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act**; Calif. Government Code Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular Section 272.6.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

**EXHIBIT B**

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

**V. CONTRACT ADMINISTRATORS**

**5.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates Josh Madfis, Vice President Community Investments as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**5.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

**EXHIBIT B****VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

**VII. APPEAL PROCESS**

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

March 15, 2021 - December 31, 2021

Agency Name United Way Monterey County

Expense Categories	Monterey County Emergency Rental Assistance Program		Total Budget
	State	Federal	\$28,281,836.00
Administration	Max \$1,319,981.00	Max \$1,283,753.00	\$2,603,734.00
Software Development and Support	\$ 16,500.00	\$ 13,500.00	\$ 30,000.00
Cyber Security Insurance Policy	\$ 1,375.00	\$ 1,125.00	\$ 2,500.00
211 Call Intakes	\$ 29,700.00	\$ 24,300.00	\$ 54,000.00
Marketing Support - Internal	\$ 2,750.00	\$ 2,250.00	\$ 5,000.00
Coordinated Marketing Campaign	\$ 27,500.00	\$ 22,500.00	\$ 50,000.00
Finance Support	\$ 7,810.00	\$ 6,390.00	\$ 14,200.00
Program Staff Support	\$ 34,247.18	\$ 28,020.36	\$ 62,267.54
Equipment	\$ 495.00	\$ 405.00	\$ 900.00
Auditing	\$ 2,750.00	\$ 2,250.00	\$ 5,000.00
Total UWMC Direct Costs	\$ 123,127.18	\$ 100,740.36	\$ 223,867.54
UWMC Indirect Costs (10% of Direct Cost)	\$ 12,312.72	\$ 10,074.04	\$ 22,387.76
Total UWMC Administration Cost	\$ 135,439.90	\$ 110,814.40	\$ 246,254.29
Subgrants Administration	\$ 1,184,541.10	\$ 1,172,938.60	\$ 2,357,479.70
Total Administration Assistance	\$ 1,319,981.00	\$ 1,283,753.00	\$ 2,603,734.00
Direct Assistance	Min \$14,063,253.00	Min \$11,614,849.00	Min \$25,678,102
Rent and Utility Assistance Subgrants	\$ 14,063,253.00	\$ 11,614,849.00	\$ 25,678,102.00
	\$ -		\$ -
	\$ -		\$ -
Program Total	\$ 15,383,234.00	\$ 12,898,602.00	\$ 28,281,836.00

## Budget Narrative

## Expense Category

## Line Item narrative

Software Development and Support	This amount would cover the cost of development, maintenance, licensing and hosting for the Smart Referral Software. This software tool will be used to track program participants through screening, intake, documentation, and payouts. A new outward facing feature will be developed to accept applications online and be accessible via our website. The tool can be accessed via the 211 call specialists, participating agencies, and via an online application portal.
Cyber Security Insurance Policy	This provides funding to notify all individuals in the event of a data breach. In addition, it provides for: Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private Liability claims alleging invasion of privacy and/or copyright/trademark violations in a digital, online or social media environment Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc. Defense costs in State or Federal regulatory proceedings that involve violations of privacy law; and The provision of expert resources and monetary reimbursement to the Insured for the out-of-pocket expenses associated with the appropriate handling of the types of incidents listed above.
211 Call Intakes	This amount would account for 211 Call Specialists' time screening and referring applications: Serving roughly 5400 clients @ \$10/referral
Marketing Support - Internal	Marketing support will cover any paid advertising, support for webinars, and time from UWMC marketing staff.
Coordinated Marketing Campaign	Marketing consultant to develop messaging, graphics, social media assets and customizable materials for grantees to use in outreach efforts.
Finance Support	This amount would cover our finance staff support for the program. 10 minutes each for Finance VP and Accounting Associate to review and process each check request. Assuming 20 check requests for 10 check runs. Eight hours a month for Finance VP to generate program invoice. Includes bankings fees for wire transfer of all payments to grantees
Program Staff Support	Covers program staff time for software management, interfacing with partner agencies, providing trainings, and reporting and monitoring program. VP Community Investments: 200 hours Impact Manager, Affordable Housing: 800 hours Program Assistant: 800 Hours 211 Director: 80 hours
Equipment	This cost will cover equipment cost for program staff.
Auditing	This amount would cover additional auditing fees to ensure compliance with state and federal standards.
Total UWMC Direct Costs	We calculated indirect cost as 10% of our total direct cost for the program.
Subgrants Administration	This amount will be granted to agencies to use for administrative costs including but not limited to staff hours, program supplies, and indirect costs.
Rent and Utility Assistance Subgrants	The total amount of direct cost to be granted to partner agencies to be distributed directly as rent and utility assistance.

Funding Source: Federal US Treasury and State SB 91 BCSH, (Federal Funds CFDA #21.019)

Agency Name: United Way Monterey County  
Monterey County Department of Social Services  
Contract Term Dates

Remit To:  
United Way Monterey County  
Suite 60 Garden Way Monterey CA 93940

Exhibit D

Invoice Month:

Expense Categories	Total Budget	Fed \$ 12,898,602	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Software Development and Support	\$ 13,500.00	-	\$0.00	\$0.00	\$ 13,500.00
Cyber Security Insurance Policy	\$ 1,125.00	-	\$0.00	\$0.00	\$ 1,125.00
211 Call Intakes	\$ 24,300.00	-	\$0.00	\$0.00	\$ 24,300.00
Marketing Support - Internal	\$ 2,250.00	-	\$0.00	\$0.00	\$ 2,250.00
Coordinated Marketing Campaign	\$ 22,500.00	-	\$0.00	\$0.00	\$ 22,500.00
Finance Support	\$ 6,390.00	-	\$0.00	\$0.00	\$ 6,390.00
Program Staff Support	\$ 28,020.36	-	\$0.00	\$0.00	\$ 28,020.36
Equipment	\$ 405.00	-	\$0.00	\$0.00	\$ 405.00
Auditing	\$ 2,250.00	-	\$0.00	\$0.00	\$ 2,250.00
UWV Indirect	\$ 10,074.04	-	\$0.00	\$0.00	\$ 10,074.04
Subgrantee Administration	\$ 1,172,938.60	-	\$0.00	\$0.00	\$ 1,172,938.60
Direct Financial Assistance	\$ 11,614,849.00	-	\$0.00	\$0.00	\$ 11,614,849.00
Service Total	\$ 12,898,602	-	\$0.00	\$0.00	\$ 12,898,602.00
Total Service Budget	\$ -	\$ 12,898,602.00			
Year to Date	\$ -	\$ -			
Balance Remaining		\$ 12,898,602.00			

Expense Categories	Total Budget	State \$ 15,383,234	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Software Development and Support	\$ 16,500.00	-	\$0.00	\$0.00	\$ 16,500.00
Cyber Security Insurance Policy	\$ 1,375.00	-	\$0.00	\$0.00	\$ 1,375.00
211 Call Intakes	\$ 29,700.00	-	\$0.00	\$0.00	\$ 29,700.00
Marketing Support - Internal	\$ 2,750.00	-	\$0.00	\$0.00	\$ 2,750.00
Coordinated Marketing Campaign	\$ 27,500.00	-	\$0.00	\$0.00	\$ 27,500.00
Finance Support	\$ 7,810.00	-	\$0.00	\$0.00	\$ 7,810.00
Program Staff Support	\$ 34,247.18	-	\$0.00	\$0.00	\$ 34,247.18
Equipment	\$ 495.00	-	\$0.00	\$0.00	\$ 495.00
Auditing	\$ 2,750.00	-	\$0.00	\$0.00	\$ 2,750.00
UWV Indirect	\$ 12,312.72	-	\$0.00	\$0.00	\$ 12,312.72
Direct Financial Assistance	\$ 1,184,541.10	-	\$0.00	\$0.00	\$ 1,184,541.10
Subgrantee Administration	\$ 14,063,253.00	-	\$0.00	\$0.00	\$ 14,063,253.00
Service Total	\$ 15,383,234	-	\$0.00	\$0.00	\$ 15,383,234.00
Total Service Budget	\$ -	\$ 15,383,234.00			
Year to Date	\$ -	\$ -			
Balance Remaining		\$ 15,383,234.00			
Complete Total	\$ 28,281,836	\$ -	\$0.00	\$0.00	\$ 28,281,836.00
Total Budget	\$ -	\$ 28,281,836.00			
Year to Date	\$ -	\$ -			
Balance Remaining		\$ 28,281,836.00			
Monthly Total	\$ -	\$ -	\$ -	\$ 2,775,000.00	\$ 5,375,000.00

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice

Title

Phone #

Authorizing Signature / Date

## EXHIBIT E

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

*Katy Castagna*

C6B5624DBAC4439...

Signature

Title

Agency/Organization

Date 3/17/2021 | 4:20 PM PDT

Page 1 of 1  
Certification Regarding Lobbying  
Agreement:

**AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS****I. CPA Audit on Termination:****1.01 Audit Requirement**

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

**1.02 Audit Submission /Fiscal Year-end**

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

**1.03 Audit Format**

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

- 1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

**-OR-**

- 2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

**-OR-**

- 3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.



**All Audits must include the following information within their audit:**

- a) A separate schedule listing programs and funding, see recommended format, **Exhibit F-1**.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

**1.04 Payment for Audit**

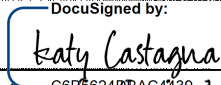
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

**II. Contractor Records**

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

**III. Recovery of Overpayments:** If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:  
  
(signature of authorized representative)

3/17/2021 | 4:20 PM PDT

(date)

**COUNTY OF MONTEREY**  
**Amendment #1 to Agreement #5010-CAP21UWMCERAP**  
United Way Monterey County

**This Amendment** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and United Way Monterey County (hereinafter "CONTRACTOR").

**WHEREAS**, COUNTY and CONTRACTOR entered into an agreement to administer the Monterey County Emergency Rent and Utility Assistance Program for the period of March 15 to December 31, 2021 for a contract total of \$28,281,836.00 (hereinafter "Original Agreement")

**WHEREAS**, the Parties wish to amend the Agreement via Amendment #1 to add Exhibit A-2, Program Guidelines, revise the scope of services, extend the contract term to June 30, 2023, and add \$22,434,117 for a new contract total of \$50,715,953.00.

**AGREEMENT**

**Now Therefore**, the parties agree to amend the Agreement as follows:

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

1. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is amended to read as follows:  
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$50,715,953.00**."
2. **Section 3.0, The first sentence of paragraph titled "TERM OF AGREEMENT"** is amended to read as follows:  
"The term of this Agreement is from March 15, 2021 to **June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement."
3. **Exhibit AA** reflects the new contract term, contract total and revisions to the scope of services
4. **Exhibit AA-1** reflects the updated Federal Poverty Guideline Area Median Income levels
5. **Exhibit A-2, Program Guidelines**, is a new Exhibit to the agreement
6. **Exhibit CC** reflects the new State and Federal Emergency Rental Assistance Program Round 2 (ERA 2) funding
7. **Exhibit CC-1** reflects the new American Rescue Plan Act (ARPA) funding allocated to the County
8. **Exhibit DD** is the sample invoice for the ERA 2 funding
9. **Exhibit DD-1** is the sample invoice for the County ARPA funding

10. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the original Agreement.

11. A copy of this Amendment #1 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Lori A. Medina  
DSS Director

Date: \_\_\_\_\_

DocuSigned by:  
By: Katy Castagna, President & CEO  
(Chair, President, Vice-President)

\_\_\_\_\_  
(Print Name & Title)

Date: 11/4/2021 | 10:32 PM PDT

DocuSigned by:  
By: Steve Emerson  
(Secretary, CFO, Treasurer)

\_\_\_\_\_  
(Print Name and Title)

Date: 11/5/2021 | 5:12 AM PDT

**Approved as to Form:**

DocuSigned by:  
[Signature]  
07025F3AA30B4A4...  
Deputy County Counsel  
11/5/2021 | 9:14 AM PDT  
Date: \_\_\_\_\_

**Approved as to Fiscal Provisions:**

DocuSigned by:  
Gary Giboney  
D3834BFEC1D8449...  
Auditor Controller's Office  
11/5/2021 | 9:25 AM PDT  
Date: \_\_\_\_\_



## SCOPE OF SERVICES/PAYMENT PROVISIONS

**Research and Development: No**

**Maximum Allowable Administrative Indirect Cost Rate: 15%**

### 2) Block Grant

CFDA Passthrough Information and Dollar Amount: State SB91 Funds, Housing and Community Development, State of California Business, Consumer Services and Housing Agency \$15,383,234.00

Federal Award Description: Emergency Rental Assistance (SRA1)

Research and Development: No

Administrative Indirect Cost Rate: 8.5%

**Block Grant Pending. Community Development, State of California Business, Consumer Services and Housing Agency \$12,088,005.00\***

**Federal Award Description: Emergency Rental Assistance (SRA2)**

**Research and Development: No**

**Administrative Indirect Cost Rate: 13.5%**

## E. BACKGROUND

Monterey County Emergency Rent Assistance Program (MC ERAP) will administer Federal US Treasury **Emergency Rental Assistance Program (ERA1, ERA2)** funding, State **Emergency Rental Assistance Program (SRA1, SRA2)** funding, and **Monterey County ERA GAP Assistance funding**. MC ERAP targets low-income residents and landlords adversely impacted by the COVID-19 crisis, assisting residents throughout Monterey County who are at risk of becoming homeless.

The MC ERAP program utilizes ERA1, SRA1, ERA2, SRA2 and Monterey County ARPA funding. The U.S. Consolidated Appropriations Act (2021) and State's COVID-19 Tenant Relief Act (SB 91) initiated the Emergency Rental Assistance program and resulted in \$28,531,223.70 in combined Federal and State block grant funds for Monterey County's administration of emergency rental assistance. The American Rescue Plan Act (2021) enacted March 11, 2021 established a second round of Emergency Rental Assistance totaling \$22, 502,232.41 available to MC ERAP through federal and state block grants. In addition, the Monterey County Board of Supervisors approved modifications to the FY 2021-2022 Budget to allocate \$150,000 of County ARPA funding for ERA GAP Assistance to supplement the program by targeting residents who encounter program barriers or may not otherwise be eligible for the MC ERAP.

The program is administered by United Way Monterey County (UWMC) and utilizes existing 211 infrastructure, which is staffed by trained and certified call specialists. UWMC coordinates and contracts with grantees to disburse a total of \$50,715,953.00 in combined Federal Treasury (\$23,094,714.00), California Department of Housing and Community Development (\$27,471,239.00), and Monterey County American Rescue Plan Act (ARPA) funds (\$150,000.00). The Applications are initiated either through Monterey County's 2-1-1 System, online application or any UWMC grantee agency. Caller needs and MC ERAP eligibility are assessed. Residents are referred to the appropriate grantee for rent and utility relief, as well as any relevant Health and Human Services. Eligible renters bring documentation demonstrating

## SCOPE OF SERVICES/PAYMENT PROVISIONS

eligibility, as well as rent due notices, utility bills, and landlord address/tax information to paying grantees. Grantees vet documents and pay landlords and/or utility

### F. DESCRIPTION OF SERVICES

CONTRACTOR shall provide administrative oversight of the Monterey County Emergency Rental Assistance Program (MC ERAP) offering emergency rent and utility assistance to individuals and families impacted by the COVID-19 pandemic and do all things necessary for or incidental to the performance of work, as set forth below:

- F.1 CONTRACTOR shall develop and maintain Monterey County Emergency Rental Assistance Program Guidelines and Workplan that specify ERA1 program administration in conformance with the U.S. Consolidated Appropriations Act (CAA, 2021) and State's COVID-19 Tenant Relief Act (SB 91) (EXHIBIT A-2). State and Federal requirements and guidance are subject to legislative amendments as well as expansion. CONTRACTOR shall update workplan to conform both to current legislative intent and requirements.**
  - F.1.a. CONTRACTOR will maintain and update existing workplan to conform with all State and Federal legislative requirements related to forms and methods of assistance, prioritization, eligibility, and limits of assistance (Exhibit A-2).**
  - F.1.b. CONTRACTOR shall track State and Federal ERA1 block grant allocations separately and in accordance with state and federal requirements.**
  - F.1.c. CONTRACTOR shall collect client level data for clients receiving rental and utility assistance from State and Federal ERA1 block grants.**
- F.2 CONTRACTOR shall develop and maintain Monterey County Emergency Rental Assistance Program Guidelines and Workplan that specify ERA2 program administration in conformance with California State Assembly Bill No. 832 (AB 832) and the American Rescue Plan Act (ARPA, 2021) (EXHIBIT A-2). State and Federal requirements and guidance are subject to legislative amendments as well as expansion. CONTRACTOR shall update workplan to conform both to current legislative intent and requirements**
  - F.2.a. CONTRACTOR will maintain and update existing workplan to conform with all State and Federal legislative requirements related to forms and methods of assistance, prioritization, eligibility, limits of assistance, and collaboration with the courts (Exhibit A-2).**
  - F.2.b. CONTRACTOR shall incorporate methods to coordinate with county courts in response to state and federal requirements with respect to the expiration of the eviction moratorium.**
  - F.2.c. CONTRACTOR shall track State and Federal ERA2 block grant allocations separately and in accordance with state and federal requirements.**
  - F.2.d. CONTRACTOR shall collect client level data for clients receiving rental and utility assistance from State and Federal ERA2 block grants.**
- F.3 CONTRACTOR shall establish a workplan to guide and administer the MC ERAP GAP funding such that funds will be used to identify and address barriers low-income residents face with respect to participating in the federal and state Emergency Rental Assistance Program.**



## SCOPE OF SERVICES/PAYMENT PROVISIONS

**F.3.a. CONTRACTOR shall track COUNTY allocation separately and in accordance with supporting the needs of county residents and addressing gaps in the State and Federal Rental assistance program.**

**F.3.b. CONTRACTOR shall collect client level or other data relevant to overcoming gaps and facilitating rental and utility assistance for county residents.**

- F.4 CONTRACTOR shall provide appropriate referrals to MC ERAP grantees via the toll-free, 24/7, Telephone Information and Referral System (211), and with the Smart Referral software for Monterey County residents. Referrals will address the immediate needs for rental and/or utility assistance. Grantees may address longer term needs by making additional referrals to other Monterey County health and human services as needed.
- F.5 CONTRACTOR shall ensure that 2-1-1 and grantees adequately screen callers for eligibility seeking rental and/or utility assistance and other health and human services to refer them to the appropriate local provider.
- F.6 CONTRACTOR shall ensure the referral systems and grantees provide assistance in English, Spanish and other languages, as needed.
- F.7 CONTRACTOR shall develop contracts with rent and utility grantees. This includes an application process; vetting and approving awards; developing grant agreements with grantees; grant administration; program training, technical assistance, monitoring and evaluation. The vetting process will ensure rent and utility grantees demonstrate capacity to implement the program; ensure rent and utility assistance is widespread throughout the County; ensure low-income qualifying residents' benefit from the assistance, and program beneficiaries receive "Smart Referrals" to other appropriate health and human services.
- F.8 CONTRACTOR shall ensure that rental and utility relief assistance provided does not exceed twelve months of back rent and three months of future rent per household.
- F.9 CONTRACTOR shall ensure that participants meet all eligibility guidelines including income eligibility at or below 80% of the Area Median Income (AMI) for Monterey County (**Exhibit AA-1**) and conformance with **all relevant U.S. Treasury, California Senate Bill No. 91 (SB 91), and California Assembly Bill No 832 (AB 832)** requirements for program administration.
- F.10 CONTRACTOR shall ensure that grantees verify an agreement exists between property owner/landlord and the recipient head of household and payment is made directly to the landlord/property manager. In cases where the landlord refuses to participate, grantees may pay up to **100%** directly to the resident participant.
- F.11 CONTRACTOR shall ensure that grantees verify an agreement exists between utility company and the recipient head of household and payment is made directly to the utility company. Eligible utilities include separately stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities. Utilities that are covered by the landlord within rent will be treated as rent.

**G. PERFORMANCE REQUIREMENTS AND TIMELINES. CONTRACTOR will address and meet all performance benchmarks and expenditure timelines associated with respective funding sources. Federal and State benchmarks and timelines are subject to change. Funding will be made available in tranches dependent upon meeting specified**

## SCOPE OF SERVICES/PAYMENT PROVISIONS

**federal and state performance benchmarks. CONTRACTOR will remain apprised of, and respond to, the most current federal, state and COUNY program guidelines.**

**G.1 CONTRACTOR will comply with performance benchmarks and expenditure timelines associated with ERA1 and SRA1 funding.**

**G.1.a. CONTRACTOR will obligate 65% of SRA1 block funds by August 1, 2021 and expend 100% of SRA1 funds by September 30, 2022.**

**G.1.b. CONTRACTOR will obligate 65% of ERA1 funds by September 30, 2021 and expend 100% of ERA1 funds by September 30, 2022.**

**G.2 CONTRACTOR will comply with performance benchmarks and expenditure timelines associated with ERA2 and SRA2 funding.**

**G.2.a. CONTRACTOR will obligate the first tranche of SRA2 funds\* according to State guidelines to qualify for subsequent tranches of SRA2 funding. CONTRACTOR will obligate a stipulated percentage of total SRA2 funds in accordance with state guidelines and recommendations by January 31, 2022. CONTRACTOR will expend 100% of SRA2 funds by September 30, 2025.**

**G.2.b. CONTRACTOR will obligate 50% of the first tranche of ERA2 funds\* by March 31, 2022 to qualify for subsequent tranches of ERA2 funding. CONTRACTOR will expend 100% of ERA2 funds by September 30, 2025.**

**G.3 CONTRACTOR comply with performance benchmarks and expenditure timelines associated with Monterey County GAP funding. CONTRACTOR will expend 100% of funding by June 30, 2022. CONTRACTOR will address gaps and barriers associated with the MC ERAP. CONTRACTOR will use GAP funding to address program gaps and/or barriers to program participation.**

### **H. REPORTING INSTRUCTIONS & SUBMISSION**

**H.1 CONTRACTOR shall submit a-monthly required Federal, State and County reports prior to deadlines with data describing the services performed and caller demographics for all MC ERAP recipients receiving ERA1, ERA2, and MC ERA GAP.**

**H.2 CONTRACTOR will continue to update report elements and report frequency in accordance with emergent federal, state, and county reporting requirements and up to date reporting guidance. Reports shall include, but are not limited to, the following data:**

**H.2.a. Number of rent and utility inquiries received**

**H.2.b. Number of rent and utility inquiries resulting in assistance to rent and/or utility**

**H.2.c. Dollar amount of assistance obligated and expended**

**H.2.d. Income and AMI for clients receiving assistance**

**H.2.e. Number of "Smart Referrals" made to other health and human services for CONTRACTOR records and review**

**H.2.f. Number of "Smart Referrals" made to other health and human services that result in services for referred clients for CONTRACTOR records and review**

**H.2.g. Demographics of those assisted, including city, zip code, gender, age, ethnicity, household size, and household income.**

**H.3 CONTRACTOR shall submit monthly COUNTY reports with monthly invoices submitted on the 10<sup>th</sup> of the month following the month of services provided**

**H.4 CONTRACTOR shall submit all reports via e-mail to the county Contract Monitor as listed in SECTION C.**

## SCOPE OF SERVICES/PAYMENT PROVISIONS

**I. PAYMENT PROVISIONS**

- I.1 County shall pay CONTRACTOR according to the terms set forth in EXHIBIT B, Section I, PAYMENT BY COUNTY, of this agreement.
- I.2 The maximum amount payable by County to CONTRACTOR under the term of this Agreement shall not exceed **fifty million, seven hundred fifteen thousand, nine hundred fifty-three dollars and zero cents (\$50,715,953.00) as set forth in Exhibit C, Exhibit CC, and Exhibit CC-1.**
- I.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set forth in Exhibit D, **Exhibit DD, and Exhibit DD-1.** The final fiscal year invoices will be due no later than **July 10, 2023.**
  - I.3.a. All original invoices will be mailed to the County Contract Monitor as listed in Section C.
- I.4 Initial payment of seven million one hundred thousand dollars and zero cents (\$7,100,000) shall be paid upon execution of the Agreement and will be offset by one million four hundred nineteen thousand dollars five hundred ninety-two dollars and zero cents (\$1,419,592) over the last five (5) monthly invoices of the Agreement; OR when thirty percent (30%) of the contract balance remains, whichever comes first. The initial payment will not have a certified invoice but is agreed upon now, in this agreement, for the following advance work: Development and distribution of a media, community and client outreach campaign; finalization of client intake, application processing and eligibility determination systems; and direct assistance to clients with immediate needs. All payments after the initial payment will be paid 30 days after receipt of a certified invoice in the Auditor-Controller's office.
- I.5 Except for the initial payment, referenced in E.4, CONTRACTOR shall submit invoices periodically or at the completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

**J. INVOICING INSTRUCTIONS & SUBMISSION**

- J.1 CONTRACTOR shall, at minimum, submit original signed monthly invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10<sup>th</sup> day of the month following the month in which services were performed. Invoices may be submitted more frequently as necessary or as agreed upon.
- J.2 The invoices shall be submitted **based on funding amounts detailed in Exhibit C, Exhibit CC, and Exhibit CC-1 and on invoice forms** set forth in Exhibit D, **Exhibit DD, and Exhibit DD-1.**
- J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

*(end of exhibit)*

## Monterey County Emergency Rent Assistance Program

MC ERAP Eligibility: Must be updated based on the most current U.S. Department of Housing and Urban Development AMI calculations for Monterey County, CA

### At or Below 80% of Monterey County Area Median Income

Household	1 Person	2 People	3 People	4 People	5 People	6 People
<b>Low-Income (80% AMI)</b>	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400
<b>Very-low income (50% AMI)</b>	\$35,600	\$40,700	\$45,800	\$50,850	\$54,950	\$59,000

Effective April 1, FY 2021 AMI

<https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf>

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM WORKPLAN – ROUND 1

### A. PURPOSE

- A.1 The purpose of Monterey County SB91 Emergency Rental Assistance Program (MC ERAP) is to distribute funding to provide rental and utility assistance to low-income eligible households located in Monterey County that are facing housing instability because of loss or reduction in income due to the COVID-19 crisis. The County has partnered with United Way Monterey County (UWMC) to administer the funds on behalf of the County through a network of providers. This Workplan serves as MC ERAP's program guidelines. UW MCERAP will maintain the workplan based on the most up to date Federal and State guidelines.
- A.2 UWMC will subcontract providers to process applications, collect documentation, and process payment while UWMC is providing technical support, use of software, and training. The list of funded providers is defined as a 'Participating Agency' and can be found on the SB 91 ERAP Participating Agencies document (Appendix A). Any potential applicant to the program is defined as 'Applicant' and could include landlords and individuals who are applying to benefit from this program.
- A.3 Participating agencies will utilize the Smart Referral Network (SRN) to enroll applicants into the ERAP Program, process applications, and send payments to the identified recipients. UWMC will provide training on SRN, program requirements, and fraud prevention to ensure consistent treatment of applicants and to avoid duplication of applicant information and/or benefits received.

### B. AUTHORITY

- B.1 On December 27, 2020, the Consolidated Appropriations Act (2021) (Pub.L. No. 116-260) was signed into law. Section 501 of Division N of the Act established the federal Emergency Rental Assistance Program (ERAP), and authorized the allocation of funds to states, units of local government, tribal communities, and territories.
- B.2 California Senate Bill No. 91 (January 2021) (SB 91) established the State of California's program for administering and distributing rental assistance funds. SB 91 added Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the California Department of Housing and Community Development (HCD) to administer the funds in accordance with state and federal law.
- B.3 California Assembly Bill No. 832 (June 2021) expanded existing law that established the emergency rental assistance program, using funding made available pursuant to the federal Consolidated Appropriations Act, 2021 (CAA), administered by HCD. AB 832 specifies requirements for Round 1 and Round 2 of Emergency Rental Assistance funding. AB 832 establishes assistance for eligible households' unpaid rent arrears incurred on or after April 1, 2020 at 100% of the eligible household's monthly rent. This bill establishes assistance levels for

prospective rent payments for eligible households be set at 100% of the eligible household's monthly rent. Landlords and tenants that were paid at an 80% or 25% reimbursement under SB 91 can be reimbursed the remaining balance of either 20% or 75% (effectively "topping off" relative prior limits) to reach AB 832's allowable reimbursement level of 100%.

- B.4 AB 832 (Section 1179.12.) requires each government rental assistance program to develop court coordination measures no later than September 15, 2021. These mechanisms include, but are not limited to, telephone or online access, through which landlords, tenants, and the court may do both of the following:
- a. Verify the status of an application for rental assistance based upon the property address and a unique application number.
  - b. Obtain copies of any determination on an application for rental assistance. A determination shall indicate all the following: the name of the tenant that is the subject of the application, the address of the property that is the subject of the application, and whether the application has been approved or denied. If the application has been approved, then the amount of the payment that has been approved and the period and type of rental debt to which the amount corresponds. If the application has been denied, the reason for the denial, which shall be any of the following: the tenant is ineligible for government rental assistance, the government rental assistance program no longer has sufficient funds to approve the application, or the application remained incomplete 15 days, excluding Saturdays, Sundays, and other judicial holidays, after it was initially submitted because of failure on the part of the tenant to provide required information.
- B.5 The MC ERA Program is funded through a combination of these federal and state funds. UWMC has received \$12,898,602.00 in federal funds and \$15,383,234.00 in state funds for a total allocation of \$28,281,836.00 to administer the ERAP program. More details can be found on MC ERAP Spending Projections Workplan (ATTACHMENT).

## **C. DESCRIPTION**

- C.1 MC ERAP will assist low-income families adversely impacted or at risk of being homeless due to the COVID-19 crisis. The program utilizes the existing structure and network of UWMC's 2-1-1 service to collaborate with community partners in the disbursement of \$28,531,223 State and Federal funding. All Monterey County residents can call 2-1-1 Monterey County System to inquire about rental assistance and eligibility for the ERAP program. Trained and certified call specialists will quickly assess applicant eligibility for the ERAP Program and if an applicant is eligible, the call specialist will provide an ERAP referral to a participating agency. If the caller does not qualify for ERAP assistance, the call specialist will refer the caller to the appropriate local service provider for rent and utility assistance relief.

**D. SCHEDULE**

- D.1 The program is scheduled to launch on March 15, 2021 and run until available funds are fully expended, not later than September 30, 2022
- D.2 The program will maintain specific expenditure benchmark dates throughout the course of the program term to meet “best effort” state and required federal spending deadlines. Benchmarks include:
  - a. 65% of State block grant funding be obligated by June 1, 2021
  - b. 100% of State block grant funds is expended by September 30, 2022
  - c. 65% of Federal funds is obligated by September 30, 2021
  - d. 100% of Federal funds is expended by September 30, 2022
- D.3 The MC ERAP Spending Projections Workplan (Appendix C) details the spending targets to meet the benchmarks as required by State and Federal law and describes the program’s fund deployment schedule. This workplan is a sample projection of spending required to meet those benchmarks and actual spending may not match this sample plan.

**E. PROCESS**

- E.1 Applicants can apply through UWMC’s online application on the UWMC website, with an agency directly, or through 211 to speak to a trained Call Specialist. 211 Call Specialists screen applicants who are inquiring about rental assistance to determine eligibility for the ERAP Program. If determined eligible for the ERAP Program, 211 Call Specialists refer the applicant to the appropriate participating agency or jurisdiction through United Way’s Smart Referral Network (SRN) software. Participating Agency-trained staff receive the referrals through the SRN and are responsible for contacting the applicant to obtain required documents and to complete the rental assistance application. Applicants provide documentation to the Participating Agency via email, in person, fax, or mail demonstrating their eligibility by verifying their identity, residence, landlord-renter relationship, and the amount of rent and/or utilities owed. The eligibility requirement for Covid-19 Financial Distress is attested to by the applicant during the application process and no additional documentation is required.
- E.2 Landlords can apply on behalf of their tenant(s) through an online portal and will be contacted by a specific partner agency that is working only with landlord-initiated applications. Once landlords provide their information, tenants and landlords will be contacted and the same process applies regarding eligibility, required documentation, and prioritization of assistance.
- E.3 Following State guidelines, accepted documentation includes, but is not limited to, a driver’s license, employment identification card, IRS tax forms, such as 1099, 1040/1040A, W-2, recent paycheck stubs, current bank statements, lease agreement, rent due notices, and utility bills. Participating agencies verify documents by checking for accurate and consistent information between landlord and tenant documents and by contacting the County Assessor’s office to confirm residence and landlord ownership. Verified documents are uploaded securely as ‘files’ into the SRN, where both United Way Monterey County and



- the Participating Agency are able to view and edit documents and application status.
- E.4 To prevent duplication of an applicant file, each applicant is identified through their legal name and date of birth—this provides a way for Participating agencies to search for and update applicants, while ensuring that each applicant has one application for ERAP assistance. All Participating Agencies are required to utilize the SRN software to document applicant payment. Once an applicant has been referred to a Participating Agency, they cannot be paid by another agency, preventing them from receiving assistance twice.
  - E.5 Participating agencies pay landlords and/or utility companies directly by issuing a check for the amount provided by landlord and tenant documents. If the landlord does not cooperate by providing necessary documentation within 21 days, the Participating Agency may pay the tenant directly. Participating agencies are required to make Smart Referrals to other relevant health and human services on behalf of residents, when applicable. Participating Agencies will report all payments and applicant information via United Way's Smart Referral software, which provides reporting that aligns with all requirements associated with SB91, the Consolidated Appropriations Act 2021, and guidance.
  - E.6 **APPEALS PROCESS:** Tenants that are deemed ineligible for the program or believe they were treated unfairly during the application process can fill out our appeals form on our Monterey County Rent and Utility Assistance website. UWMC will process the form and review the appeal with a panel of UWMC and County of Monterey staff to determine whether the tenant is eligible or ineligible for the program. The appeals process can take 1-2 weeks for review.
  - E.7 **COURT COORDINATION PROCESS:** Tenants, landlords, and court representatives can check the status of an application through our online portal at <https://www.unitedwaymcca.org/county-rent-and-utility> or at MCrenthelp.com. Applicants are assigned a unique client ID that is required to check the application status and to regulate privacy concerns for the applicant. Tenants, landlords, and court representatives can input an applicant's unique application ID, street number, and zip code to access application information. Tenants, landlords, and court representatives can also call 2-1-1 and work with a call specialist to access their application status for court coordination measures.
  - E.8 **HOUSING STABILITY SERVICES:** Under ERA1, Emergency Rental Assistance Funds may be used to provide eligible households with case management and other services related to the Covid-19 pandemic, as defined by the Secretary, intended to keep households stably housed. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators or promotoras that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their

ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

- a. MC ERA Program utilizes housing stability services by providing system navigation services through a contract with a local organization, Mujeres de Accion. Mujeres de Accion deploys Community Health Workers into targeted communities to provide community outreach and program information and to assist existing as well as current applicants in compiling required documentation, understanding program guidelines, and assisting them through the process. Additionally, systems navigation and outreach/application support are provided through housing stability grants to Communities Organized for Relational Power and Action (COPA) and legal support/training is provided by a housing stabilization grant to the Watsonville Law Center.

## **F. PROGRAM ELIGIBILITY**

- F.1 An Applicant must reside within the boundaries of the County of Monterey (those residing in cities and jurisdictions with rental assistance programs will be assessed for local program eligibility first).
- F.2 **INCOME ELIGIBILITY:** Applicants must meet one or both of the following income eligibility criteria to be eligible for ERAP funding. Program priority is given to households with income at or below 50% AMI.
  - a. Households with incomes at or Below 80% Monterey County Area Median Income (AMI).
  - b. Household with incomes at or below 50% Monterey County Area Median Income (AMI), or households that have one or more individuals that have been unemployed for the 90-day period preceding the date of application.

<b>2021 Maximum Income Limits (80% of Area Median Income)</b>						
Program eligibility based on most up to date AMI calculation updated annually						
<b>Household</b>	<b>1 Person</b>	<b>2 People</b>	<b>3 People</b>	<b>4 People</b>	<b>5 People</b>	<b>6 People</b>
80% AMI	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400

- F.3 **INCOME DOCUMENTATION:** Applicants can use the following options for income documentation
  - a. 2020 household tax returns (If a household is not required to complete a tax return, then a Form W-2, a Form 1099-MISC, or other tax statements for the Eligible Household, members may be substituted), or
  - b. Pay stubs for all employed members of an Eligible Household (one month), or
  - c. Unemployment statements or benefits letters, or
  - d. Social Security and Social Security Disability Insurance statements or benefits letters, or
  - e. Documentation of current participation in any one of the below:
    - i. Medicaid, known as Medi-Cal in California

- ii. Women, Infants, and Children (WIC) benefits
    - iii. Free and Reduced Lunch participation
    - iv. Supplemental Nutrition Assistance Program (SNAP), known as CalFresh in California
    - v. Food Distribution Program on Indian Reservations (FDPIR)
    - vi. Temporary Assistance for Needy Families (TANF), known as CalWORKs in California
    - vii. School Nutrition Programs (SNP), such as the Free and Reduced Lunch program for California families
    - viii. Subsidized housing (not including housing choice, project based, or Section 8 vouchers) that required income documentation as a condition of residency
    - ix. Any household income-based state or federally funded assistance program for low-income persons or households
    - x. Any locally operated assistance program for low-income persons or households that requires household income verification and uses federal income limits
  - f. For households that confirm that they have no source of income, and that cannot provide documentation to verify income or income eligibility, may complete a written attestation of no income, which must include an unsworn declaration under penalty to perjury.
- F.4 **LOSS OF INCOME:** Households where one or more household members is currently unemployed, and that member has been unemployed for 90 days or more, are also eligible for assistance Examples of unemployment documentation:
- a. Letters of termination
  - b. Last-received pay stub with employer's information
  - c. Evidence of application for unemployment benefits
  - d. Evidence of expired unemployment benefits, including unemployment benefits provided through the CARES Act
  - e. For self-employed persons, tax records, statements, or other documentation of loss of employment
  - f. Applicants who cannot provide documentation of unemployment should instead consider applying under the income eligibility criteria.
- F.5 **COLLABORATION WITH LANDLORD:** Assistance should be paid directly to landlord, formal lease not required, however landlord must provide ID and tax info). Landlord must provide the following documentation:
- a. W9-Property tax statement
  - b. Property deed(s)
  - c. Mortgage note(s)
  - d. Copy of property insurance statements
  - e. Lease or rental agreement reflecting renter's name, residence, address, monthly rent due, contact information for payment

**G. PARTICIPATING AGENCY REQUIREMENTS**

- G.1 No additional requirements beyond State and Federal requirements may be instituted by any Participating Agency.
- G.2 Participating Agencies must comply with UWMC's nondiscrimination policy and expectations as designed in section 10.2 of the Community Impact Grant Agreement (Appendix E).
- G.3 Participating Agencies must adhere to the program's payment procedures and documentation standards as outlined in Section 2. Use of Grant Funds, Section 4. Eligibility Requirements for Grant Funds Distribution, and Section 5. Participant Documentation/Grantee Required Activities of the Community Impact Grant Agreement (Appendix E).
- G.4 Participating Agencies must adhere to the United Way Monterey County SB91 ERAP Fraud Prevention and Recapture Policy (Appendix E) and utilize UWMC's Smart Referral software to track all payment and applications. The software creates a unique identifying number for each applicant in the system to prevent duplication of benefits and track payments issued to each applicant.
- G.5 Policies and procedures to recapture illegitimate payments is addressed within the United Way Monterey County SB91 ERAP Fraud Prevention and Recapture Policy (Appendix E).
- G.6 UWMC will run weekly reports and analyze data to identify red flags and work with grantees to ensure no duplication of service occurs.

**H. PROGRAM LIMITS:**

- H.1 Rent plus utility assistance may not exceed 15 months of assistance per tenant household.
- H.2 Rent and utility arrears must be paid before future payments.
- H.3 Per tenant household, up to fifteen months rent and/or utility arrears can be paid.
- H.4 Rent and utility bills are paid at 100%.

**I. PRIORITY OF FUNDING:**

- I.1 Applicants at immediate risk of homelessness or have rental arrears. Tenants below 50% AMI will be prioritized based on a referrals report generated in SRN software that allows the Participating Agency to sort their applicants by income level. Rental Arrears will be paid before future rent.
- I.2 State and Federal Funds will only be utilized for eligible activities as outlined in SB91 and Consolidated Appropriations Act, 2021. Eligible Activities include rental arrears; prospective rent payments; utilities, including arrears and prospective payments for utilities; and other expenses as defined by the Consolidated Appropriations Act including items related to housing and incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced due to the COVID-19 outbreak; reasonable accrued late

- fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit.
- I.3 Minimum 91.5% of State program funds and 90% of Federal program funds shall be used for direct relief payments of rent and utility assistance to landlords, utility providers, and/or qualifying applicants.
  - I.4 No more than 10% of the program's Direct Assistance funds shall be used for housing stabilization services.
  - I.5 United Way Monterey County (UWMC) allocates a total 8.45% of the State Block Grant and 9.95% of the Federal Block Grant for UWMC and subcontractor program administration. The County Department of Social Services utilizes .05% of State and Federal grants for program administration.
  - I.6 Utility providers that apply for assistance must commit to providing information to all utility client households regarding low-income assistance or discount rate programs.

## MONTEREY COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM WORKPLAN – ROUND 2

### A. PURPOSE

- A.1 The purpose of Monterey County Emergency Rental Assistance Program (MC ERAP) is to distribute funding to provide rental and utility assistance to low-income eligible households located in Monterey County that are facing housing instability because of loss or reduction in income, directly or indirectly, during or due to the COVID-19 crisis. The County has partnered with United Way Monterey County (UWMC) to administer the funds on behalf of the County through a network of providers. This Workplan serves as MC ERAP's program guidelines. UW MCERAP will maintain the workplan based on the most up to date Federal and State guidelines.
- A.2 UWMC subcontracts providers to process applications, collect documentation, and process payment while UWMC is providing technical support, use of software, and training. The list of funded providers is defined as a 'Participating Agency' and can be found on the ERAP Participating Agencies document (Appendix B). Any potential applicant to the program is defined as 'Applicant' and could include landlords and individuals who are applying to benefit from this program. Participating agencies will utilize the Smart Referral Network (SRN) to enroll applicants into the ERAP Program, process applications, and send payments to the identified recipients. UWMC will provide training on SRN, program requirements, and fraud prevention to ensure consistent treatment of applicants and to avoid duplication of applicant information and/or benefits received.

### B. AUTHORITY

- B.1 The American Rescue Plan Act (March 2021) appropriate a second round of funding for the Emergency Rental Assistance Program resulting in an additional \$22,317,870 for the Monterey County Emergency rental Assistance Program.
- B.2 **Round 1:** On December 27, 2020, the Consolidated Appropriations Act, 2021 (Pub.L. No. 116-260) (the Act) was signed into law. Section 501 of Division N of the Act established the federal Emergency Rental Assistance Program (ERAP), and authorized the allocation of funds to states, units of local government, tribal communities, and territories.
  - a. California Senate Bill No. 91 (2021-2022 Reg. Sess) (SB 91) established the State of California's program for administering and distributing rental assistance funds. SB 91 added Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the California Department of Housing and Community Development (Department) to administer the funds in accordance with state and federal law.
  - b. California Assembly Bill No. 832 9) extended existing law that established the emergency rental assistance program, using funding made available

pursuant to the federal Consolidated Appropriations Act, 2021 (Appropriations Act), administered by HCD. AB 832 specifies requirements for Round 1 and Round 2 funds, as defined. AB 832 sets the compensation for an eligible household's unpaid rental debt accumulated on or after April 1, 2020 at 100%. This bill requires funds be used to provide assistance for prospective rent payments for an eligible household to be set at 100% of the eligible household's monthly rent. Landlords and tenants that were paid at an 80% or 25% reimbursement will need to be reimbursed the remaining balance of 20% or 75% ("topped off") for complete reimbursement of 100%.

- c. AB 832 (Section 1179.12.) requires each government rental assistance program to develop court coordination measures no later than September 15, 2021. These mechanisms include, but are not limited to, telephone or online access, through which landlords, tenants, and the court may do both of the following:
  - i. Verify the status of an application for rental assistance based upon the property address and a unique application number.
  - ii. Obtain copies of any determination on an application for rental assistance. A determination shall indicate all of the following: the name of the tenant that is the subject of the application, the address of the property that is the subject of the application, and whether the application has been approved or denied. If the application has been approved, then the amount of the payment that has been approved and the period and type of rental debt to which the amount corresponds. If the application has been denied, the reason for the denial, which shall be any of the following: the tenant is ineligible for government rental assistance, the government rental assistance program no longer has sufficient funds to approve the application, or the application remained incomplete 15 days, excluding Saturdays, Sundays, and other judicial holidays, after it was initially submitted because of failure on the part of the tenant to provide required information.

**B.3 Round 2:** On March 11, 2021, the American Rescue Plan Act of 2021 (Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2) was enacted to provide funds directly to states, U.S. territories, local governments, and (in the case of ERA1) Indian tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. The MC ERA2 Program is funded through a combination of these federal and state funds. UWMC has received \$10,196,112.00 in federal funds and \$12,088,005.00 in state funds for a total allocation of \$22,284,117 to administer the ERAP program. More details can be found on MC ERAP Spending Projections Workplan (Appendix D).

## C. DESCRIPTION



- C.1 MC ERA2 will assist low-income households that have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly, or indirectly, to the coronavirus pandemic. The program utilizes the existing structure and network of UWMC's 2-1-1 service to collaborate with community partners in the disbursement of \$22,284,117 of State and Federal funding. All Monterey County residents can call 2-1-1 Monterey County System to inquire about rental assistance and eligibility for the ERAP program. Trained and certified call specialists will quickly assess applicant eligibility for the ERAP Program and if an applicant is eligible, the call specialist will provide an ERAP referral to a participating agency. If the caller does not qualify for ERAP assistance, the call specialist will refer the caller to the appropriate local service provider for rent and utility assistance relief.

#### D. SCHEDULE

- D.1 The program launched on March 15, 2021 and run until available funds are fully expended, not later than September 30, 2025.
- D.2 The program will maintain specific expenditure benchmark dates throughout the course of the program term to meet required state and federal spending deadlines. Benchmarks include:
- a. 65% obligation of ERA 1 direct federal allocation by September 30, 2021
  - b. 75% obligation of first tranche ERA 2 state block grant by October 31, 2021
  - c. 50% obligation of total ERA 2 state block grant awarded by January 31, 2022
  - d. 50% obligation of total ERA 2 federal allocation of funds no later than March 31, 2022.
- D.3 **REALLOCATION OF FUNDS:** Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
- D.4 **SPENDING PROJECTIONS WORKPLAN:** The Spending Projections Workplan details the spending targets to meet the benchmarks as required by State and Federal law and describes the program's fund deployment schedule. This workplan is a sample projection of spending required to meet those benchmarks and actual spending may not match this sample plan. (Appendix D)

#### E. PROCESS

- E.1 Process: Applicants can apply through UWMC's online application on the UWMC website, with an agency directly, or through 211 to speak to a trained Call

Specialist. 211 Call Specialists screen applicants who are inquiring about rental assistance to determine eligibility for the ERAP Program. If determined eligible for the ERAP Program, 211 Call Specialists refer the applicant to the appropriate participating agency or jurisdiction through United Way's Smart Referral Network (SRN) software. Participating Agency-trained staff receive the referrals through the SRN and are responsible for contacting the applicant to obtain required documents and to complete the rental assistance application. Applicants bring documentation via email, in person, fax, or mail demonstrating their eligibility by verifying their identity, residence, landlord-renter relationship, and the amount of rent and/or utilities owed to the Participating Agency. The eligibility requirement for Covid-19 Financial Distress is attested to by the applicant during the application process and no additional documentation is required.

- E.2 Landlords can apply on behalf of their tenant(s) through an online portal and will be contacted by a specific partner agency that is working only with landlord-initiated applications. Once landlords provide their information, tenants and landlords will be contacted and the same process applies regarding eligibility, required documentation, and prioritization of assistance.
- E.3 Following State guidelines, accepted documentation includes, but is not limited to, a driver's license, employment identification card, IRS tax forms, such as 1099, 1040/1040A, W-2, recent paycheck stubs, current bank statements, lease agreement, rent due notices, and utility bills. Participating agencies verify documents by checking for accurate and consistent information between landlord and tenant documents and by contacting the County Assessor's office to confirm residence and landlord ownership. Verified documents are uploaded securely as 'files' into the SRN, where both United Way Monterey County and the Participating Agency are able to view and edit documents and application status.
- E.4 To prevent duplication of an applicant file, each applicant is identified through their legal name and date of birth—this provides a way for Participating agencies to search for and update applicants, while ensuring that each applicant has one application for ERAP assistance. All Participating Agencies are required to utilize the SRN software to document applicant payment. Once an applicant has been referred to a Participating Agency, they cannot be paid by another agency, preventing them from receiving assistance twice.
- E.5 Participating agencies pay landlords and/or utility companies directly by issuing a check for the amount provided by landlord and tenant documents. If the landlord does not cooperate by providing necessary documentation within 21 days, the Participating Agency may pay the tenant directly. Participating agencies are required to make Smart Referrals to other relevant health and human services on behalf of residents, when applicable. Participating Agencies will report all payments and applicant information via United Way's Smart Referral software, which provides reporting that aligns with all requirements associated

with SB91, the Consolidated Appropriations Act 2021, The American Rescue Plan Act of 2021, and guidance.

- E.6 **APPEALS PROCESS:** Tenants that are deemed ineligible for the program or believe they were treated unfairly during the application process can fill out our appeals form on our Monterey County Rent and Utility Assistance website. UWMC will process the form and review the appeal with a panel of UWMC and County of Monterey Staff to determine whether the tenant is eligible or ineligible for the program. The appeals process can take 1-2 weeks for review.
- E.7 **COURT COORDINATION PROCESS:** Tenants, landlords, and court representatives can check the status of an application through our online portal at <https://www.unitedwaymcca.org/county-rent-and-utility> or at <http://MCrenthelp.com>. Applicants are assigned a unique client ID that is required to check the application status and to regulate privacy concerns for the applicant. Tenants, landlords, and court representatives can input an applicant's unique application ID, street number, and zip code in order to access application information. Tenants, landlords, and court representatives can also call 2-1-1 and work with a call specialist to access their application status for court coordination measures.
- E.8 **HOUSING STABILITY SERVICES:** Under ERA2, Emergency Rental Assistance Funds may be used to provide eligible households with case management and other services intended to keep households stably housed. Such services do not have to be related to the Covid-19 pandemic and may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators or promotoras that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.
  - a. MC ERA Program utilizes housing stability services by providing system navigation services through a contract with a local organization, Mujeres de Accion. Mujeres de Accion deploys Community Health Workers into targeted communities to provide community outreach and program information and to assist existing as well as current applicants in compiling required documentation, understanding program guidelines, and assisting them through the process. Additionally, systems navigation and outreach/application support are provided through housing stability grants to Communities Organized for Relational Power and Action (COPA) and legal support/training is provided by a housing stabilization grant to the Watsonville Law Center.

**F. PROGRAM ELIGIBILITY**

- F.1 An Applicant must reside within the boundaries of the County of Monterey (those residing in cities and jurisdictions with rental assistance programs will be assessed for local program eligibility first).
- F.2 Applicants must meet at least one of the two criteria below to be eligible for ERAP funding
- F.3 **INCOME ELIGIBILITY:** Applicants must meet one or both of the following income eligibility criteria to be eligible for ERAP funding. Program priority is given to households with income at or below 50% AMI.
- Households with incomes at or Below 80% Monterey County Area Median Income (AMI).
  - Household with incomes at or below 50% Monterey County Area Median Income (AMI), or households that have one or more individuals that have been unemployed for the 90-day period preceding the date of application.

<b>2021 Maximum Income Limits (80% of Area Median Income)</b>						
Program eligibility based on most up to date AMI calculation updated annually						
<b>Household</b>	<b>1 Person</b>	<b>2 People</b>	<b>3 People</b>	<b>4 People</b>	<b>5 People</b>	<b>6 People</b>
80% AMI	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400
50% AMI	\$35,600	\$40,700	\$45,800	\$50,850	\$54,950	\$59,000

- F.4 **INCOME DOCUMENTATION:** Applicants can use the following options for income documentation.
- 2020 household tax returns (If a household is not required to complete a tax return, then a Form W-2, a Form 1099-MISC, or other tax statements for the Eligible Household, members may be substituted), or
  - Pay stubs for all employed members of an Eligible Household (one month), or
  - Unemployment statements or benefits letters, or
  - Social Security and Social Security Disability Insurance statements or benefits letters, or
  - Documentation of current participation in any one of the below:
    - Medicaid, known as Medi-Cal in California
    - Women, Infants, and Children (WIC) benefits
    - Free and Reduced Lunch participation
    - Supplemental Nutrition Assistance Program (SNAP), known as CalFresh in California
    - Food Distribution Program on Indian Reservations (FDPIR)
    - Temporary Assistance for Needy Families (TANF), known as CalWORKs in California
    - School Nutrition Programs (SNP), such as the Free and Reduced Lunch program for California families
    - Subsidized housing (not including housing choice, project based, or Section 8 vouchers) that required income documentation as a condition of residency

- ix. Any household income-based state or federally funded assistance program for low-income persons or households
- x. Any locally operated assistance program for low-income persons or households that requires household income verification and uses federal income limits
- f. For households that confirm that they have no source of income, and that cannot provide documentation to verify income or income eligibility, may complete a written attestation of no income

F.5 **SELF-ATTESTATION:** A grantee may rely on a written attestation without further documentation of household income from the applicant under three approaches:

- a. *Self-attestation Alone* – In order to provide assistance rapidly, during the public health emergency related to COVID-19 the grantee may rely on a self-attestation of household income without further verification if the applicant confirms in their application or other document that they are unable to provide documentation of their income. If a written attestation without further verification is relied on to document most the applicant's income, the grantee must reassess the household's income every three months, by obtaining appropriate documentation or a new self-attestation. Income attestations should specify the monthly or annual income claimed by the household to ensure that the household meets the applicable ERA requirements and to enable appropriate reporting. Under this approach, grantees are encouraged to incorporate self-attestation to demonstrate income eligibility into their application form.
  - i. Similarly, grantees may rely on self-attestations to demonstrate applicants' financial hardship and risk of homelessness or housing instability.
- b. *Categorical Eligibility* – If an applicant's household income has been verified to be at or below 80 percent of the area median income (for ERA1) or if an applicant's household has been verified as a low-income family as defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) (for ERA2) in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as a low-income family, provided that the determination for such program was made on or after January 1, 2020.
- c. *Fact-specific proxy* – A grantee may rely on a written attestation from the applicant as to household income if the grantee also uses any reasonable fact-specific proxy for household income, such as reliance on data regarding average incomes in the household's geographic area.
  - i. Grantees also have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of

technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination. Treasury encourages grantees to partner with state unemployment departments or entities that administer federal benefits with income requirements to assist with the verification process, consistent with applicable law. Loss of Income Criteria One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability.

**F.6 LOSS OF INCOME/UNEMPLOYMENT DOCUMENTATION**

- a. Letters of termination
- b. Last-received pay stub with employer's information
- c. Evidence of application for unemployment benefits
- d. Evidence of expired unemployment benefits, including unemployment benefits provided through the CARES Act
- e. For self-employed persons, tax records, statements, or other documentation of loss of employment
- f. Applicants who cannot provide documentation of unemployment should instead consider applying under the income eligibility criteria.

**F.7 COLLABORATION WITH LANDLORD:** ERA2 does not require grantees to seek cooperation of the landlord or utility provider before providing assistance directly to an applicant/tenant. However, Treasury strongly encourages the grantee to apply the same ERA1 requirements with respect to assistance paid directly to landlord. A formal lease not required; however, landlord must provide ID and tax info. Landlord must provide the following documentation:

- a. W9-Property tax statement
- b. Property deed(s)
- c. Mortgage note(s)
- d. Copy of property insurance statements
- e. Lease or rental agreement reflecting renter's name, residence, address, monthly rent due, contact information for payment

**G. PARTICIPATING AGENCY REQUIREMENTS:**

**G.1** Participating agencies (Appendix B) may not institute additional requirements beyond State and Federal requirements.

- a. Participating Agencies must comply with UWMC's nondiscrimination policy and expectations as designed in section 10.2 of the Community Impact Grant Agreement (Appendix E).
- b. Participating Agencies must adhere to the program's payment procedures and documentation standards as outlined in Section 2. Use of Grant Funds,

Section 4. Eligibility Requirements for Grant Funds Distribution, and  
Section 5. Participant Documentation/Grantee Required Activities of the  
Community Impact Grant Agreement (Appendix E).

- c. Participating Agencies must adhere to the United Way Monterey County SB91 ERAP Fraud Prevention and Recapture Policy (Appendix E) and utilize UWMC's Smart Referral software to track all payment and applications. The software creates a unique identifying number for each applicant in the system to prevent duplication of benefits and track payments issued to each applicant.
- d. Policies and procedures to recapture illegitimate payments is addressed within the United Way.
- e. Monterey County SB91 ERAP Fraud Prevention and Recapture Policy (Appendix E).
- f. UWMC will run weekly reports and analyze data to identify red flags and work with grantees to ensure no duplication of service occurs.

#### **H. PROGRAM LIMITS:**

- H.1 The aggregate amount of financial assistance an eligible household may receive under ERA2, when combined with financial assistance under ERA1, must not exceed 18 months. Arrears must be paid before future payments. All rent and utility bills are paid at 100%.

#### **I. PRIORITY OF FUNDING:**

- I.1 Tenants below 50% AMI must be prioritized and funded first, as well as those who are at immediate risk of homelessness, or have rental arrears. Tenants below 50% AMI will be prioritized based on a referrals report generated in SRN software that allows the Participating Agency to sort their applicants by income level. Rental Arrears will be paid before future rent.
- I.2 State and Federal Funds will only be utilized for eligible activities as outlined in The American Rescue Plan Act of 2021. Eligible Activities include rental arrears; prospective rent payments; utilities, including arrears and prospective payments for utilities; and other expenses as defined by the Rescue Plan Act including items related to housing and whether a household experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly, or indirectly, to the coronavirus pandemic. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced; reasonable accrued late fees (if not included in rental or utility arrears); and Internet service provided to the rental unit.
- I.3 Minimum 91.5% of State program funds and 90% of Federal program funds shall be used for direct relief payments of rent and utility assistance to landlords, utility providers, and/or qualifying applicants.



- I.4 No more than 10% of the program's Direct Assistance funds shall be used for housing stabilization services.
- I.5 Not more than 15% of the amount paid to the grantee may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities combined. United Way Monterey County shall utilize no more than a total of 13.35% of the State Block Grant Award for administrative costs related to the program. UWMC shall utilize no more than 14.85% of the federal block grant award for administrative costs. Monterey County Department of Social Services allocates .15% of round 2 of the State and Federal award for program administration.
- I.6 Utility providers that apply for assistance shall provide information to all households regarding the availability low-income assistance or discount rate programs.



## **Appendix A: Round 1 Participating Agencies**

**City of Gonzales**

**Central Coast Energy Services**

**Goodwill Central Coast**

**City of King**

**Monterey Peninsula College**

**Hartnell College**

**City of Salinas**

**City of Soledad**

**City of Greenfield**

**City of Seaside**

**Salvation Army**

**City of Monterey**

**North Monterey County Recreation & Park District**

**United Way Monterey County**

**Housing Resource Center**

### **Collaborative Partners**

**Mujeres en Accion**

**Communities Organized for Relational Power and Action (COPA)**

**Watsonville Law Center**



## **Appendix B: (Pending) Round 2 Participating Agencies**

**City of Gonzales**

**Central Coast Energy Services**

**Goodwill Central Coast**

**City of King**

**Monterey Peninsula College**

**Hartnell College**

**City of Salinas**

**City of Soledad**

**City of Greenfield**

**City of Seaside**

**Salvation Army**

**North Monterey County Recreation & Park District**

**United Way Monterey County**

**Housing Resource Center**

### **Collaborative Partners**

**Mujeres en Accion**

**Communities Organized for Relational Power and Action (COPA)**

**Watsonville Law Center**

### Appendix C. Round 1 Funding Breakdown and Timelines

Round 1 Allocation Summary						
	ERA 1		SRA 1		Total	
Allocation	\$ 12,905,387.40	100.00%	\$ 15,625,836.30	100.000%	<b>\$28,531,223.70</b>	100.000%
DFA	\$ 11,614,848.66	90.00%	\$ 14,063,252.67	90.000%	\$ 25,678,101.33	90.000%
Admin	\$ 1,290,538.40	10.00%	\$ 1,562,583.66	10.000%	\$ 2,853,122.06	10.000%
DSS Admin	\$ 6,785.40	0.05%	\$ 8,215.12	0.053%	\$ 15,000.52	0.053%
UWMC Admin	\$ 1,283,753.00	9.95%	\$ 1,319,981.00	8.447%	\$ 2,603,734.00	9.126%
State Admin	\$ -	0.00%	\$ 234,387.54	1.500%	\$ 234,387.54	0.822%
<b>Total</b>	\$ 12,905,387.06	100.00%	\$ 15,625,836.33	100.00%	\$ 28,531,223.39	100.000%
<b>Total Funds Available to MC</b>	<b>\$ 12,905,387.40</b>		<b>\$ 15,391,449.12</b>		<b>\$ 28,296,836.52</b>	99.178%
<b>MCDSS Administration</b>	<b>\$ 6,785.40</b>		<b>\$ 8,215.12</b>		<b>\$ 15,000.52</b>	0.053%
<b>Total Funds Available to UWMC</b>	<b>\$ 12,898,602.00</b>		<b>\$ 15,383,234.00</b>		<b>\$ 28,281,836.00</b>	99.126%
<b>UWMC Administration</b>					<b>\$ 2,603,734.00</b>	9.126%

#### Round-1: Timelines &Deadlines

State Deadline for obligation: 65% of state block grant funding by August 1, 2021

State Deadline for expenditure: 100% by September 30, 2022

Federal obligation deadline: 65% by September 30, 2021

Federal expenditure deadline: 100% by September 30, 2022

*\* All Benchmarks and Timelines are subject to change according to the most current State and Federal guidelines*

### Appendix D. Round 2 Funding Breakdown and Timelines

Round 2 Allocation Summary						
	ERA2		SRA2		Total	
Allocation	\$ 10,211,429.00	100.00%	\$ 12,290,803.41	100.00%	<b>\$22,502,232.41</b>	100.000%
DFA	\$ 8,679,714.65	85.00%	\$ 10,447,182.90	85.00%	\$ 19,126,897.55	85.000%
Admin	\$ 1,531,714.35	15.00%	\$ 1,843,620.51	15.00%	\$ 3,375,334.86	15.000%
DSS Admin	\$ 15,317.14	0.15%	\$ 18,436.21	0.15%	\$ 33,753.35	0.150%
UWMC Admin	\$ 1,516,397.21	14.85%	\$ 1,640,822.26	13.35%	\$ 3,157,219.46	14.031%
State Admin	\$ -	0.00%	\$ 184,362.05	1.50%	\$ 184,362.05	0.819%
<b>Total</b>	\$ 10,211,429.00	100.00%	\$ 12,290,803.41	100.00%	\$ 22,502,232.41	100.000%
<b>Total Funds Available to MC</b>	<b>\$ 10,211,429.14</b>		<b>\$ 12,106,441.21</b>		<b>\$ 22,317,870.35</b>	99.181%
<b>MCDSS Administration</b>	<b>\$ 15,317.14</b>		<b>\$ 18,436.21</b>		<b>\$ 33,753.35</b>	0.150%
<b>Total Funds Available to UWMC</b>	<b>\$ 10,196,112.00</b>		<b>\$ 12,088,005.00</b>		<b>\$ 22,284,117.00</b>	99.031%
<b>UWMC Administration</b>	\$ 1,516,397.21		\$ 1,640,822.26		\$ 3,157,219.46	14.031%
<b>UWMC DFA</b>	\$ 8,679,714.79		\$ 10,447,182.75		\$ 19,126,897.54	85.000%

Round-2 Timelines & Deadlines						
State obligation deadline: 75% of first tranche of state block grant funding by October 31, 2021						
State obligation deadline: 50% of total award of state block grant funds by January 31, 2022.						
State expenditure deadline: 100% by September 30, 2025						
Federal obligation deadline: 50% by March 31, 2022 (to qualify for allocation of additional funding)						
Federal expenditure deadline: 100% by September 30, 2025.						

*\* All Benchmarks and Timelines are subject to change according to the most current State and Federal guidelines*

Appendix E: **Sample** United Way Subaward Agreement**(<Agency Name>)**

This Community Impact Grant Agreement (“Agreement”) is made and effective as of the date this Agreement is fully executed by and between United Way Monterey County (UWMC) and Grantee (“Effective Date”). Funds from UWMC granted pursuant to this Agreement (“Grant Funds”) shall be used by Grantee only for the purposes described in this Agreement and are subject to Grantee’s acceptance of and compliance with the terms and conditions set forth in this Agreement. This Agreement shall be effective upon execution by duly authorized representatives of UWMC and Grantee.

**GRANT  
SUMMARY****Grantee Name:** **(<Agency Name>)** (“Grantee”)**Grant Funds Amount:**

<b>Funding Source</b> (Federal & State)	<b>Direct Assistance</b> (Rent & Utilities)	<b>Indirect Assistance</b> (Administration)	<b>Funding Amount</b>
Federal—U.S. Treasury	\$<F-Rent+Utility>	\$<F-Admin>	\$<F-Total>
State—SB 91 BCSHA	\$<S-Rent+Utility>	\$<S-Admin>	\$<S-Total>
<b>TOTAL GRANT FUNDS:</b>	\$<T-Rent+Utility>	\$<T-Admin>	\$<T-Total>

**Grant Agreement Term (“Agreement Term”):** March 15, 2021 – February 28, 2022

**Grant Funds Distribution Period (“Distribution Period”):** March 15 – December 31, 2021 (All grant funds must be distributed no later than December 31, 2021.)

**Final Report Due:** No Later Than February 28, 2022**RECITALS**

- A. UWMC is partnering with Monterey County Department of Social Services to distribute Federal and State Emergency Rent Assistance Program funds to eligible low-income households in Monterey County. The Monterey County Emergency Rent Assistance Program targets low-income residents and landlords adversely impacted by the COVID-19 pandemic, assisting residents throughout Monterey County who may be at risk of becoming homeless.

- B. For the purposes of this Grant and the distribution of Grant Funds sourced from the U.S. Treasury, under Federal Rules and Regulations and as defined in the Federal Register, the County of Monterey is considered a “Recipient” of the Federal funds, UWMC is considered a “Contractor” of the County, and the Grantee is considered a “Subrecipient” of the Federal funds portion of the Grant Funds.

## **AGREEMENT**

1. **Grant Purpose.** The purpose of Monterey County Emergency Rent Assistance Program (MCERAP) is to distribute funding to provide rental and utility assistance to low-income eligible households located in Monterey County (“Participants”) that are facing housing instability because of loss or reduction in income due to the COVID-19 pandemic using **Federal U.S. Treasury and State SB91 Business, Consumer Services and Housing Agency (BCSHA)** funding.
2. **Use of Grant Funds.** Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2.1 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
  - 2.2 Grantee shall require that the language of this certification above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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.
  - 2.3 Grantee confirms that it retains full discretion and control over the process of selecting any persons or organizations or any equipment, supplies, or products, to carry out the purposes of this Grant under this Agreement, completely independent of UWMC. Grantee confirms that there is no agreement, either written or oral, that UWMC can cause the selection of particular persons or organizations or direct the use of Grant Funds for any particular expenditure.



- 2.4 If something unexpected occurs preventing Grantee from extending services and subsequently expending all Grant Funds during the Distribution Period as set forth in this Agreement, Grantee is required to notify UWMC immediately so an alternate program plan can be developed. This includes turnover of key project staff. Except as otherwise provided in this Agreement for past due rent and utilities charges, Grant Funds may not be used for expenses incurred prior to the Distribution Period.
- 2.5 The Grant Funds are not intended to be used in any attempt to influence legislation within the meaning of the Internal Revenue Service (IRS) Code 4945(e). No agreement, oral or written, to that effect has been made between UWMC and Grantee. Grantee will not use any portion of the Grant Funds to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in IRS code 4945(f), to induce or encourage violations of law or public policy, to cause any private inurement, or improper private benefit to occur.
3. **Distribution of Grant Funds.** Grant funds must be expended within the Distribution Period schedule as set forth in Attachment A Grant Funds Distribution Requirements to this Agreement for the purposes stated in this Agreement. No changes may be made in timing or budgetary use of the Grant Funds without express prior written approval from UWMC. Grantee will provide documentation of Indirect Assistance expenditures with invoices submitted to UWMC for Distribution of Grant Funds. Grant Funds will be distributed by Grantee pursuant to Attachment A and subject to the following:
- 3.1 Timely Distribution of Grant Funds. In the event Grantee does not distribute at least fifteen percent (15%) of Grant Funds designated for Direct Assistance to eligible recipient households within sixty (60) days of the Effective Date of this Agreement, UWMC shall have the right to recoup all Grant Funds held by Grantee, and Grantee shall, upon request of UWMC, return to UWMC all remaining undistributed Grant Funds held by Grantee for reallocation to another grantee in the program.
- 3.2 Grant Fund Distribution Schedule. Grantee agrees to use its best efforts to meet the goals and monthly targets set forth in the *Grant Funds Distribution Schedule* attached to this Agreement as Schedule 1 of Attachment A.
- 3.3 Undistributed Grant Funds. Any undistributed Grant Funds designated as Direct Assistance held by Grantee as of the end of business on September 30, 2025, shall be returned and paid to UWMC no later than September 30, 2025.
- 3.4 Grant Funds Advance. In order to assist Grantee with cashflow management in the first (1<sup>st</sup>) month of the Distribution Period, UWMC shall advance to Grantee within fifteen (15) days of execution of this Agreement by UWMC an initial Grant Funds payment in an amount equal to one (1) month's value of the Grant Funds requested by Grantee as set forth in the *Grant Funds Distribution Schedule* attached to this Agreement as Schedule 1 of Attachment A.
- 3.5 Monthly Payments. Additional payments of Grant Funds to Grantee will be reimbursements based on Grantee's complete and timely monthly reports pulled from the Smart Referral

software. UWMC will make its best efforts to pay Grantee within thirty (30) days of receiving a completed monthly report from Grantee.

4. **Eligibility Requirements for Grant Funds Distribution.** Grantee shall ensure, verify, and document that all Participants in this Grant Program meet all of the following eligibility conditions and requirements:

4.1 Location. Participants must reside within the boundaries of Monterey County on property located within the geographic boundaries of the County of Monterey.

4.2 Income. Participants must meet all income eligibility guidelines defined as at or below eighty percent (80%) of the Area Median Income (AMI) for Monterey County, and Grantee shall give priority to eligible households at or below fifty percent (50%) of AMI, as illustrated in the following chart:

**2021 Maximum Income Limits (80% of Area Median Income)**

Household	1 Person	2 People	3 People	4 People	5 People	6 People
80% AMI	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400
50% AMI	\$35,600	\$40,700	\$45,800	\$50,850	\$54,950	\$59,000

4.3 Rent/Utilities Cap. Grant Funds distributed to a Participant (recipient head of household) shall not exceed an amount equal to eighteen (18) months of rental assistance and eighteen (18) months of utility assistance per Participant household. Amounts in arrears for rent and utilities must be paid prior to amounts for future costs. All payments are paid at 100%.

4.4 Rent Agreement. Participant shall confirm and Grantee must verify that an agreement exists between property owner/landlord and Participant (recipient head of household) pertaining to rent for the household. Grantee shall make payment directly to the property owner/landlord/manager, unless in the case where the property owner/landlord/manager refuses to participate in the program. In this situation, the payment would be made to the tenant

4.5 Utilities Agreement. Participant shall provide documentation, such as a utility bill and proof of residence, and the utility company must show proof of an outstanding debt. Grantee shall make payment directly to the utility company.

5. **Participant Documentation/Grantee Required Activities.** Potential Participants will access Grantee through either a 211-call referral or through an online portal application referral processed using the Smart Referral software based on established qualifying criteria. Grantee will be able to screen applicants to determine eligibility using the Smart Referral software.

5.1 Eligibility Documentation. Eligible residents will contact Grantee to determine the process for submitting documentation demonstrating Participant's eligibility. Qualifying documentation provided to Grantee shall include: (i) a lease or landlord letter, (ii) utility bills, (iii) landlord address, (iv) IRS

Form W9 tax information for the landlord, (v) copy of applicant's identification, and (vi) attestation or proof of applicant's income. All documents shall be vetted by Grantee following the guidelines outlined in UWMC's Fraud Prevention Policy.

5.2 **Grantee Activities.** In order to participate in this Grant Program, Grantee agrees to the following

Grant Program  
requirements:

- ☐ Participate in Smart Referral software training and receive ongoing technical assistance;
- ☐ Appoint staff to receive referrals, screen participants, provide case management support for participants and administer the benefits;
- ☐ Meet weekly as needed with UWMC and other stakeholders to troubleshoot and address challenges;
- ☐ Monitor referral emails and documents when referrals result in rent and or utility assistance in the Smart Referral software;
- ☐ Offer to make Smart Referrals for clients to other needed Monterey County health and human services using the Smart Referral software; make best effort to provide at least one third of program beneficiaries with Smart Referrals.
- ☐ Develop a process for receiving and verifying documents from potential Participants;
- ☐ Upload documents in the Smart Referral software and connect the resident's profile;
- ☐ Document the amount paid, the Participant name/unique identifier, and the funding source in the Smart Referral software;
- ☐ Participate in monthly Active Referral Network meetings; and
- ☐ Maintain up to date program and email address contact information in the 211 iCarol database.

6. **Required Reports.** Grantee is responsible for maintaining books and records of all Grant Funds received and the expenses incurred until all requirements under this Agreement have been fulfilled and will provide additional detail to UWMC within ten (10) days upon request by UWMC. Grantee shall file with UWMC monthly reports on progress towards Grantee requirements under this Agreement and a final report.

6.1 **Monthly Report.** Grantee shall report monthly by ensuring payment data is entered into the Smart Referral Network Software by the first of each month. UWMC will not accept reports that are made externally to the Smart Referral Software for purposes of reimbursement. Monthly reports generated from the Smart Referral software shall include the following information:

- ☐ The number, type and date of payments made;
- ☐ The number of Smart Referrals made to other health and human services
- ☐ The number of Smart Referrals made to other health and human services that result in services\_\_\_\_\_
- ☐ The dollar amount of payments made per benefit: Rent and/or Utility Assistance;

- ☐ Landlord and/or utility provider contact information;
- 6.2 **Monthly Cost Reimbursement Request.** Not later than the eighth (8<sup>th</sup>) day of each month, Grantee shall email to UWMC a request for Indirect Assistance cost reimbursement using the template provided by UWMC. Grantee shall also include compelling success stories and personal accounts of how this Grant Program has helped to support low income households.
- 6.3 **Final Report.** Grantee shall submit a final report to UWMC not later than **October 30, 2025.** The final report shall provide cumulative results data and include the following:
- ☐ Lessons learned and organizational/programmatic changes made as a result of this work;
  - ☐ Challenges highlighted and recommendations to address in future activities;
  - ☐ Description of the most significant result achieved through the program; and
  - ☐ A detailed account showing how Grant Funds were distributed and expended based upon the budget Grantee submitted with its proposal.
7. **Confidentiality and Privacy.** Each party recognizes the importance of the other party's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical and valuable to their respective businesses and that neither party would enter into this Agreement without assurance that such information will be distributed only on a need to know basis and will be protected at least at the same level as the party uses to project its own confidential information. By signing this agreement, each party agrees to only use personal information for the express purpose of making referrals and providing services. Neither party shall include any Participant Protected Health Information when making referrals. Refer to Attachment D for HIPAA compliance certification. By entering into this Agreement, Grantee agrees to the terms and conditions of the HIPAA Certification attached as Attachment D to this Agreement and incorporated by this reference.
8. **Data Sharing.** United Way Monterey County's Smart Referral Software is a resource, information, and referral hub that connects individuals with health and social services, insurance, financial aid, debt and tax preparation, counseling, housing, food, transportation, employment and job training, disaster relief and other service providers. Network partners have access to dashboards where they can respond to referrals received, monitor the services, keep track of outcome improvements, and run reports. Client personal and demographic information is stored in the Amazon Web Services database.
- 8.1 **Smart Referral Software Data Sharing and User Agreement.** By entering into this Agreement, Grantee agrees to utilize the Smart Referral Software system and agrees to the terms and conditions of the Smart Referral Software Data Sharing and User Agreement attached as Attachment B to this Agreement and incorporated by this reference.
- 8.2 **Referral Consent.** Before referrals can be made to a Grantee, an applicant must sign or indicate referral consent. This form is available in English and Spanish on the Smart Referral site and can be signed online. See Attachment D for a copy of the referral consents. Participants can provide verbal approvals to program staff.

9. **Media and Marketing.** Grantee is expected to visibly recognize UWMC in all appropriate places including, but not limited to, marketing materials, websites, presentations to donors or community groups; using UWMC's name or logo when communicating about the services made possible by this Grant or doing interviews related to it. UWMC encourages Grantees to make announcements about this Grant award. UWMC also welcomes Grantee's photos reflecting services made possible by the Grant. A copy of a photo release form and instructions for publicizing the Grant will be provided by UWMC via email upon receipt of this signed Agreement. UWMC may include information about this Grant in its periodic public records and may also refer to this Grant in press releases. By accepting these Grant Funds, Grantee agrees to such disclosures. Grantee Shall maintain an up-to-date profile in the 211 Monterey County database. UWMC will use best efforts to provide appropriate marketing and outreach to spread awareness about the services Grantee is providing, in addition to listing service locations on the UWMC website.

10. **Organizational Excellence.** Grantee shall:

10.1 Complete periodic financial audits by an independent, certified public accountant. Audits must document financial management in accordance with recognized and accepted accounting principles. Generally, audits must be conducted annually, no later than six (6) months after the close of Grantee's fiscal year.

10.2 Non-Discrimination Clause: During the performance of this agreement, the Participating Agency and its staff shall not deny the contract's benefits to any person 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. Participating Agency shall ensure that the evaluation and treatment of employees and applicants are free of such discrimination.

UWMC and Participating Agency shall comply with the provisions of the Fair Employment and Housing Act(Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Participating Agency shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. UWMC and Participating Agency shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2,§11105.) UWMC and Participating Agency shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

10.3 Retain financial responsibility for its affairs, including all financial obligations, fiscal solvency, and any deficits it may incur.

- 10.4 Notify UWMC, in writing, of significant changes in the Grantee's senior or programmatic leadership, including executive staff, and Board of Directors within fifteen (15) days of said changes and/or any investigation by any policy agency, government treasury department investigation or any other regulatory agency investigation within fifteen (15) days of becoming aware of such investigation.
11. **Termination.** UWMC or Grantee shall have the right to terminate this Agreement without stating a cause or reason upon sixty (60) days' prior written notice to the other party. UWMC or Grantee shall have the right to terminate this Agreement upon thirty (30) days written notice in the event that the other party shall in any material way breach this Agreement or default in the performance of any of its obligations as described in this Agreement.
- 11.1 **Insolvency.** This Agreement shall terminate automatically and without required written notice, upon the voluntary or involuntary dissolution of either party, upon the filing of a petition by either party seeking relief from its creditors under any federal or state bankruptcy or insolvency law, upon the appointment of a receiver for either party or upon the execution by either party of an assignment for the benefit of creditors.
- 11.2 **Repayment of Grant Funds.** UWMC reserves the right to require repayment of any unexpended Grants Funds if necessary, in UWMC's sole and absolute judgement, to comply with any law or regulation applicable to this grant. In this event, UWMC will notify Grantee in writing and provide an opportunity to respond.
12. **General Provisions.** Grantee shall not assign, subcontract, or transfer its interest or obligations under this Agreement. If any portion of this Agreement is found to be in conflict with any applicable laws, such portion shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect. This Agreement shall be governed by the laws of the State of California.
13. **Program Point of Contact.** The following individuals are the primary points of contact for the respective parties for this Grant Program under this Agreement.

<b><u>Party</u></b>	<b><u>Name</u></b>	<b><u>Contact Information</u></b>
UWMC	Kelly DeWolfe	<a href="mailto:kelly.dewolfe@unitedwaymcca.org">kelly.dewolfe@unitedwaymcca.org</a>
<Agency Name>	<Contact>	<Contact Info>

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter, and supersedes all prior agreements, representations, and understandings. No modification of the Agreement shall be binding unless in writing and signed by the parties.

This Agreement is hereby executed by duly authorized officers of the parties and shall be effective upon signature of both parties with the Effective Date being the last date of signature.

**UWMC**

United Way Monterey County

By: \_\_\_\_\_

Katy Castagna, President and CEO

Date: \_\_\_\_\_

**Address for notice:**

United Way Monterey County

Attn: President and CEO

60 Garden Court, Suite 350

Monterey, CA 93940

**GRANTEE**

<Agency Name>

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Address for notice:**

<Agency Name>

Attn: <Name>

<Address>

<Address>



## **ATTACHMENT A**

### **GRANT FUNDS DISTRIBUTION REQUIREMENTS**

#### **A-1 Grant Funds Distribution Timeline.**

A-1.1 **Not Later Than March 30, 2022.** Fifty percent (50%) of the Grant Funds shall be obligated by to eligible households Grantee for program purposes under this Agreement no later than August 1, 2021.

A-1.2 **Not Later Than September 30, 2025.** One hundred percent (100%) of the Grant Funds shall be expended by Grantee for program purposes under this Agreement by no later than December 31, 2021.

A-1.3 **Recoupment of Grant Funds.** In the event Grantee does not distribute Grant Funds designated for Direct Assistance to eligible recipient households within the timeframes set forth in this Agreement, UWMC shall have the right to recoup all undistributed Grant Funds, including Grant Funds designated as Indirect Assistance, held by Grantee, and Grantee shall, upon request of UWMC, return to UWMC all remaining undistributed Grant Funds held by Grantee for reallocation to another grantee in the program.

**A-2 Eligibility Requirements for Grant Funds Distribution.** Grantee shall ensure, verify, and document that all Participants in this Grant Program meet all of the following eligibility conditions and requirements:

A-2.1 **Location.** Participants must reside on property located within the geographic boundaries of the County of Monterey.

A-2.2 **Income.** Participants must meet all income eligibility guidelines defined as at or below eighty percent (80%) of the Area Median Income (AMI) for Monterey County, and Grantee shall give priority to eligible households at or below fifty percent (50%) or AMI, as illustrated in this following chart:

<b>Household</b>	<b>1 Person</b>	<b>2 People</b>	<b>3 People</b>	<b>4 People</b>	<b>5 People</b>	<b>6 People</b>
80% AMI	\$54,250	\$62,000	\$69,750	\$77,500	\$83,700	\$89,900
50% AMI	\$33,950	\$38,800	\$43,650	\$48,450	\$52,350	\$52,650

A-2.3 **Rent/Utilities Cap.** Grant Funds distributed to a Landlord shall not exceed an amount equal to eighteen (18) months of assistance per Participant household. Amounts in arrears for rent/utilities must be paid prior to amounts for future costs.

A-2.4 **Rent Agreement.** Participant shall provide and Grantee must verify that an agreement exists between property owner/landlord and Participant (recipient head of household) pertaining to rent for the household. An official lease is not required for eligibility of rental assistance. If no lease or agreement is available, a tenant can provide additional documents to prove residence and rental debt. Grantee shall make payment directly to the property owner/landlord/manager.

A-2.6 Utilities Agreement. Participant shall provide documentation, such as a utility bill and proof of residence, and the utility company must show proof of an outstanding debt. Grantee shall make payment directly to the utility company. Grantee shall make payment directly to the utility company.

**ATTACHMENT B****SMART REFERRAL SOFTWARE DATA SHARING AND USER AGREEMENT  
BETWEEN UWMC AND GRANTEE**

By entering into the **Community Impact Grant Agreement**, UWMC and Grantee ("Partner" in this User Agreement) do hereby mutually agree to the following terms and conditions of this Smart Referral Software Data Sharing and User Agreement ("User Agreement"). Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to its respective businesses and that neither party would enter into this User Agreement without assurance that such information will be distributed only on a need-to-know basis and will be protected at least at the same level each party uses to protect its own confidential information. Pursuant to this User Agreement, each party agrees to only use personal information for the express purpose of making referrals and determining the outcomes of referrals.

1. **Obligations of United Way Monterey County (UWMC).** To ensure safe and secure warehousing of data, UWMC shall comply with all applicable laws that require the notification of effected individuals and appropriate authorities in the event of unauthorized release of Personally Identifiable Information (PII) or other event requiring notification. In the event of a breach of any of UWMCs obligations related to PII under this User Agreement, UWMC shall:
  - a. Notify Participant of such event within twenty-four (24) hours of discovery.
  - b. To the extent Provider has an independent legal obligation, assume direct responsibility for informing and notifying affected individuals and appropriate authorities in accordance with applicable law; and
  - c. Provide Participant with a copy of any notification(s) to affected individuals and appropriate authorities ("Notification of PII Event").
2. **Obligations of Smart Referral Partner Agency.**
  - a. Partner owns and maintains their client data that will be located in Amazon Web Services in the SRN software System.
  - b. Respond to Participant's personal information requests.
  - c. Identify the case managers and team members to be provided access to the SRN software System for collaboration purposes.
  - d. Review Participant Referral Authorization & Consent to Release of Information document with clients
  - e. Ensure agency clients sign referral authorization form
3. **Data Access, Acquisition, and Requirements.** The Smart Referral Partner, will be able to access the software and run reports on the following client level information:
  - ☐ # and type of referrals received and made by individual staff members
  - ☐ # and type of referrals that lead to services
  - ☐ # and % of their clients that improve in economic mobility and determinants of health (as a result of active referrals or of partner's services if used as an outcome measurement tool)
  - ☐ Client referrals and client service history
  - ☐ Client demographic information
4. **Authorized User Training.** Partner will, at its own expense, provide to all persons who will be accessing Data ("Authorized Users"), appropriate training regarding, without limitation, proper use of the Smart Referral system, Data exchanged and/or, viewed, accessed or downloaded to the partners electronic

system from the Smart Referral Network. Participant will maintain reasonably detailed logs and records of its Authorized Users, notify United Way Monterey County promptly if any Authorized User's access is terminated, compromised or Data Access Privileges have changed. UWMC may require partners to demonstrate compliance with these provisions from time to time upon UWMC's written request.

5. **Design and Implementation:** The primary contact for each Party shall be designated below. The primary contact will have the primary authority and serve as the central point of communication for all Participant onboarding tasks and the issuance of Authorized User accounts. In the event a primary contact becomes unavailable or unresponsive, the primary contact shall be replaced by another individual with the same or better qualifications and availability within ten (10) days of written request. UWMC shall not be liable for any delays caused by the failure of Partner to provide qualified personnel, systems and software to permit Data to be transmitted securely to the Smart Referral Software.
6. **Onboarding:** The parties shall meet and mutually agree to an onboarding and implementation schedule within thirty (30) days of execution of this DUA, or other agreed upon date. The following persons shall have primary responsibility and shall serve as the central point of contact for each of the parties. Each of the parties shall promptly notify the other in writing (e.g. email) of any substitutes to the persons named below.

<u>Grantee</u>	<u>Name</u>	<u>Contact Information</u>
<b>UWMC Onboarding Mgr.</b>	Josh Madfis	<a href="mailto:Josh.madfis@unitedwaymcca.org">Josh.madfis@unitedwaymcca.org</a>
Authorized User Administrator	Josh Madfis	<a href="mailto:Josh.madfis@unitedwaymcca.org">Josh.madfis@unitedwaymcca.org</a>
<b>Partner Onboarding Mgr.</b>		
Authorized User Administrator		

7. **Data To Be Uploaded to the Smart Referral Network:** The value of Data depends on its completeness, accuracy and timeliness. Partner and UWMC will ensure that the Data shared in the SRN is accurate and complete. Partner or UWMC or both (as indicated below) will provide access to and/or transmit the Data indicated, and provide updated Data as and when new information is available. Neither Party will withhold Data unless: (i) the individual who is the subject of the Data has not consented (or authorized) Partner or UWMC to share Data; (ii) sharing the Data with the Partner or UWMC would violate the individual's written authorization or the revocation of an authorization to share; or (iii) if disclosing the particular Data would violate Applicable Privacy Laws or the agreement.

#### **Data to be Uploaded to the Smart Referral Software**

**DATA ACCESS:** Partner shall be granted the following Data Access privileges:

☐ ☒ View, Download and Enter Data in the Smart Referral Software: View, Download and Enter Data, permits the Partner to retrieve Data from and enter Data into the Smart Referral software Database.

**FREQUENCY OF DATA UPDATES:** Data will be transmitted on the following schedule:

☐ ☒ Weekly

**DATA ELEMENTS:** ☒ Partner, [

] UWMC shall transmit or  
exchange the following Data  
Elements  
about its Clients (if available):

Identifiers	Name: First, Last, Middle Residential Address City Zip Code Cell Phone Email Gender Birthdate Ethnicity Race Primary Language Income Household Size
Education	Highest Level
Disability	Status:

**ATTACHMENT C****REFERRAL AUTHORIZATION & CONSENT TO RELEASE OF INFORMATION**

The purpose of this **Referral Authorization & Consent to Release of Information** is (i) to obtain your permission to refer you to partner organizations who are members of the Monterey County Active Referral Network, and (ii) to obtain your consent to the release of certain personal information to partner organizations to which you are referred. Partner organizations to whom you are referred, may “forward” your referral to another agency to whom they believe has services for which you would benefit.

As we discussed, The Monterey County Smart Referral Network (The Network) is a resource and information hub that connects individuals to a range of a community benefit organizations which focus on I well-being of Monterey County residents. The Network makes referrals through a free searchable online database. The Network provides referrals, care coordination, outreach, education, and targeted services by allowing authorized staff to share and access certain limited client information. The Network operates over the internet and uses many security protections to ensure confidentiality of your information. Your client information is not shared with the federal government through The Network or its database.

By signing below, you authorize us to make referral to member organizations of The Network, and you consent to the release of your following personal information: name, age, gender, ethnicity, race, income category, city/county of residence, access to health care, language, disability, veteran status, education, and contact information. We will share this information with our partner organizations, and you can expect to be contacted by one or more of the organizations in The Network to receive services that meet your specific needs. Your information will be kept confidential by the organizations that provide the additional services to you.

You have the right to access and verify your personal information, to receive a list of organizations belonging to The Network, to restrict release of your information to certain member organizations, and to revoke your referral authorization and consent to release of information at any time. To revoke your authorization please contact the person who made the original referral for you.

Service providers are able to see services you have received and progress you have made in your economic mobility. This helps inform any additional services you might need and allows service providers to work together to ensure you access the most appropriate services.

By signing below, I authorize referrals to member organizations of The Network and consent to the release of my personal information to such organizations in order to potentially access services to meet my specific needs. Unless extended in writing, this **Referral Authorization & Consent to Release of Information** will expire twelve (12) months after the date appearing below.

\_\_\_\_\_  
Referring Agency: \_\_\_\_\_

Client Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

**AUTORIZACIÓN DE REFERENCIA Y CONSENTIMIENTO PARA LA DIVULGACIÓN DE INFORMACIÓN**

El propósito de esta **Autorización de Referencia y Consentimiento para la Divulgación de Información** es (i) obtener su permiso para referirlo a una de nuestras organizaciones asociadas que son miembros de Monterey County Active Referral Network, y (ii) obtener su consentimiento para divulgar cierta información personal a la organización a la que lo refieran.

Como comentamos, The Monterey County Smart Referral Network (The Network) es un centro de recursos e información que conecta a las personas con una variedad de organizaciones que se centran en el bienestar financiero y otros servicios a los residentes de el condado de Monterey. The Network hace referencias en línea a través de una base de datos de búsqueda gratuita. The Network proporcionara referencias, coordinación de atención, propagación de información, educación y servicios específicos al permitir que el personal autorizado comparta y acceda cierta información limitada del cliente. The Network opera a través de Internet y utiliza protecciones de seguridad para garantizar la confidencialidad de su información. Su información no se comparte con el gobierno federal a través de The Network o su base de datos.

Al firmar a continuación, nos autoriza a referirlo a una organización asociada de The Network y acepta la divulgación de su siguiente información personal: nombre, edad, sexo, etnicidad, raza, sus ingresos, ciudad / condado de residencia, acceso a cuidado de salud, idioma, discapacidad, estado de veterano, educación e información de contacto. Compartiremos esta información con nuestras organizaciones asociadas, y puede esperar que una o más organizaciones de The Network se comuniquen con usted para recibir servicios que cumplan con sus necesidades. Su información se mantendrá confidencial por las organizaciones que le brinden servicios adicionales.

Tiene derecho a acceder y verificar su información personal, a recibir una lista de organizaciones que pertenecen a The Network, a restringir la divulgación de su información a ciertas organizaciones asociadas y a revocar su autorización de referencia y consentimiento para divulgar información en cualquier momento. Para revocar su autorización, comuníquese con la persona que originalmente hizo la referencia por usted.

Los proveedores de servicios podrán ver los servicios que ha recibido y el progreso que ha realizado en su movilidad económica. Esto ayuda a informar cualquier servicio adicional que pueda necesitar y permite que los proveedores de servicios trabajen juntos para garantizar que acceda a los servicios más apropiados.

Al firmar a continuación, autorizo referencias a organizaciones asociadas de The Network y doy mi consentimiento para la divulgación de mi información personal a dichas organizaciones con el fin de acceder a servicios que satisfagan mis necesidades específicas. A menos que se extienda por escrito, esta **Autorización de Referencia y Consentimiento para la Divulgación de Información** vencerá doce (12) meses después de la fecha a continuación.

\_\_\_\_\_  
Agencia de referencia:

Nombre del Cliente:\_\_\_\_\_

Fecha:\_\_\_\_\_

Firma del Cliente:\_\_\_\_\_



**ATTACHMENT D****HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) CERTIFICATION**

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (“HIPAA Privacy Rule”).
- B. Grantee and United Way have entered into an Agreement (“Agreement”) to which this Certification is an attachment whereby Grantee will provide certain services to United Way, pursuant to which Grantee may have access to Protected Health Information in fulfilling its responsibilities under the Agreement. In consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of United Way.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Grantee acknowledges and agrees that all Protected Health Information that is created or received by United Way and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by United Way, or its operating units, to grantee or is created or received by grantee on United Way’s behalf shall be subject to this Certification.

**II. CONFIDENTIALITY REQUIREMENTS**

(a) Grantee agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom United Way is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and

(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of United Way, whichever occurs first, if feasible grantee will return or destroy all Protected Health Information received from or created or received by grantee on behalf of United Way that grantee still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, grantee will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by grantee on behalf of United Way, agrees to the same restrictions and conditions that apply to grantee with respect to such information. In addition, grantee agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause grantee to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, grantee may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of grantee or to carry out the legal responsibilities of grantee, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Grantee obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies grantee of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by grantee for the health care operations of United Way pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means combining Protected Health Information by grantee with the protected health information received by grantee in its capacity as grantee of another United Way, to permit data analyses related to health care operations of the respective covered entities.

(c) Grantee will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit grantee's records and practices related to use and disclosure of Protected Health Information to ensure compliance with the terms of the HIPAA Privacy Rule. Grantee shall report to United Way any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, Grantee agrees to mitigate, to the extent practicable, any harmful effect that is known to grantee of a use or disclosure of Protected Health Information by Grantee in violation of the requirements of this Certification or the Agreement.

### III. AVAILABILITY OF PHI

Grantee agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Grantee agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. Grantee agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by the HIPAA Privacy Rule.

### IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, United Way shall have the right to terminate the Agreement immediately if United Way determines that grantee has violated any material term

of this Certification and/or the Agreement. If United Way reasonably believes that grantee will violate a material term of this Certification and/or the Agreement and, where practicable, United Way gives written notice to grantee of such belief within a reasonable time after forming such belief, and grantee fails to provide adequate written assurances to United Way that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then United Way shall have the right to terminate the Agreement immediately.

#### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of grantee under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind grantee, its agents, employees, contractors, successors, and assigns.

The parties agree that, in the event that any documentation of the arrangement pursuant to which grantee provides services to United Way contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding grantee use and disclosure of Protected Health Information.

**AMENDMENT NUMBER 1 TO  
COMMUNITY IMPACT GRANT AGREEMENT BETWEEN  
UNITED WAY MONTEREY COUNTY AND <AGENCY NAME>**

This **Amendment Number 1 to Community Impact Grant Agreement** (“Amendment”) is entered into and effective as of the date this Amendment is fully executed by and between United Way Monterey County (UWMC) and <AGENCY NAME> (“Amendment Effective Date”).

- A. UWMC and Grantee are parties to that certain Community Impact Grant Agreement for distribution of certain Grant Funds during the Agreement Term of March 15, 2021 through October 30, 2022 (“Agreement”).
- B. Due to changes in California State law affecting the programs and Grant Funds under the Agreement, the parties wish to amend the Agreement to incorporate the changes in the law.

UWMC and Grantee agree to amend the Agreement as follows:

1. Section 4.2 Income of the Agreement is updated with the following amounts:

<b>Household</b>	<b>1 Person</b>	<b>2 People</b>	<b>3 People</b>	<b>4 People</b>	<b>5 People</b>	<b>6 People</b>
80% AMI	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400
50% AMI	\$35,600	\$40,700	\$45,800	\$50,850	\$54,950	\$59,000

2. Section 4.5 Rent Reduction of the Agreement is deleted in its entirety.
3. Attachment A Grant Funds Distribution Requirements, Section A-2.3 Rent/Utilities Cap of the Agreement is amended to read as follows:

A-2.3 Rent/Utilities Cap. Grant Funds distributed to a Participant (recipient head of household) shall not exceed an amount equal to fifteen (15) months of assistance per Participant household.

4. Attachment A Grant Funds Distribution Requirements, Section A-2.2 Income of the Agreement is updated with the following amounts:

<b>Household</b>	<b>1 Person</b>	<b>2 People</b>	<b>3 People</b>	<b>4 People</b>	<b>5 People</b>	<b>6 People</b>
80% AMI	\$56,950	\$65,100	\$73,250	\$81,350	\$87,900	\$94,400
50% AMI	\$35,600	\$40,700	\$45,800	\$50,850	\$54,950	\$59,000

5. Attachment A Grant Funds Distribution Requirements, Section A-2.5 Rent Reduction of the Agreement is deleted in its entirety.
6. Section 6.1 Monthly Report is replaced with the following:  
Grantee shall report monthly by ensuring payment data is entered into the Smart Referral Network Software by the first of each month. UWMC will not accept reports that are made externally to the Smart Referral Software for purposes of reimbursement. Monthly reports generated from the Smart Referral software shall include the following information:
- a. Tenant name, date of birth, income, and household size;
  - b. Total dollar amount and number of months paid in rental arrears and future due rent;
  - c. Total dollar amount and number of months paid in utility arrears and prospective due utilities;

- d. Total dollar amount and number of months paid in internet services, tracked separately from other utilities;
  - e. Total rent and utility dollar amounts owed by tenant;
  - f. Check numbers and payment dates for all payments made
  - g. The number, type, and date of payments made;
  - h. The number of Smart referrals made to other health and human services
  - i. The number of Smart referrals made to other health and human services that result in services
  - j. the dollar amount of payments made per benefit: Rent and/or utility assistance;
  - k. Landlord and/or utility provider contact information;
  - l. Client documentation
7. No further changes to the Agreement are made by this Amendment and in all other aspects, the Agreement, as amended, remains in full force and effect.
8. Should there be a conflict between the terms and provisions of this Amendment and those of the Agreement, the terms and provisions of this Amendment shall govern.

This Amendment is hereby executed by duly authorized officers of the parties and shall be effective upon signature of both parties with the Amendment Effective Date being the last date of signature.

**UWMC**

United Way Monterey County

**GRANTEE**

&lt;AGENCY NAME&gt;

By: \_\_\_\_\_  
Katy Castagna, President and CEO

By: \_\_\_\_\_  
<NAME>, <TITLE>

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **United Way Monterey County SB91 ERAP Fraud Prevention and Recapture Policy**

### *What is Fraud?*

For purposes of this Policy, fraud is defined as the use of deception by an individual with the intention of obtaining an advantage for himself or herself or for a third party or parties, avoiding an obligation, or causing loss to another party. The term fraud is used to describe offences such as, but not limited to, misinformation, deception, bribery, forgery, misappropriation, false representation, and concealment of material facts.

### *Examples of Fraudulent Behavior in MC ERAP*

- Providing forged documentation in order to receive assistance
- Applying for assistance using incorrect or false personal information
- Landlord or property manager providing incorrect amount(s) due
- Applying for assistance when a member of the same household has already received assistance.

### *Fraud Prevention*

It is the responsibility of United Way Monterey County (UWMC) and its SB91 ERAP Grantees to make best efforts to prevent fraud. The Smart Referral Network (SRN) software has measures to prevent a participant from applying twice for the same program through creating a unique identifying number for each client based on name and birthday. The system is designed to prevent duplication of benefits and for this reason it is extremely important to enter data prior to making final eligibility determination. Many participants will be applying for assistance using our public facing application at MCRentHelp.com. Documents collected online must be verified by the Grantee and applicants should be vetted by an in-person or phone conversation to verify information on the documents provided. Additionally, due diligence should be taken to ensure that the applicant resides at the property provided, that the applicant's household members have not applied for assistance already, and that the amounts of rent provided by the property owner are correct.

### *Recapture*

Should a MC ERAP Grantee discover that a participant or property owner has received assistance using fraudulent means, the agency is responsible for notifying UWMC of the incident and placing a Stop Payment on the check if the check has not yet cleared. Should the check already have been cleared, the Grantee shall do the following:

- Contact the landlord or property manager, provide them with information regarding the fraudulent activity, and request reimbursement
- If the landlord or property manager does not respond within twenty-one (21) days or refuses to provide reimbursement within ninety (90) days of the request, an affidavit must be filed with the bank to recapture the amount paid.
- The paperwork for the affidavit will be retained by the Grantee.
- Should the situation require, UWMC will refer the Grantee to the District Attorney's office to pursue legal action.
- Should the affidavit be refused by the bank, UWMC will request a written letter signed by the bank official(s) providing a reason for the refusal.

The grantee may request assistance with this process from UWMC staff.



## Landlord Non-Cooperation Procedure

Jurisdictions should encourage tenants to initiate communication with their landlords, and to collaborate with their landlords on an application for rental assistance before they apply independently for rental assistance. For landlords that are unwilling to talk with and/provide necessary documents to their tenants, agencies are required to contact the landlord directly.

The Federal ERA program states grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if:

- 1) Request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing.
- 2) The agency has made at least **three** attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or a landlord confirms in writing that the landlord does not wish to participate.
- 3) The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost. Agencies must document multiple attempts at landlord engagement, including using all means of contact (emails, phone numbers, text messages, postal mail).

If the following occurs,

- A landlord/property manager is unwilling to provide basic name and contact information to the tenant after multiple attempts; and/or
- The landlord has refused to provide any documentation to the tenant or agency, yet has not stated that he or she does not want to participate; and/or
- The tenant has expressed fear of being evicted/penalized by the landlord/property manager if the agency reaches out to the landlord/property manager; and/or
- All attempts to verify property ownership by the agency have failed (because of lack of information provided, county assessor's office does not provide information, etc.)

In cases such as these, it is imperative that a tenant is able to provide additional evidence of rent owed, prior months' rent paid, monthly rent amount, lease terms, residence address, period of occupancy, or similar information that might mitigate the lack of landlord corroboration. The tenant will be required to prove identity, verification of income, verification of residency, and amount of rent owed, to the best of his or her ability.

It is important the agency remains vigilant in identifying potential fraudulent claims as a reason for not supplying the required documentation or in collaborating with the landlord. If an agency has taken documented steps to include the legitimate and legal landlord, verify tenant information, and isolate fraud, then the agency should be able to assist the tenant directly. The Monterey County Rental Assistance program allows for the tenant to be paid 25% of the back rent owed between the dates of April 1, 2020 and March 31, 2021 and prospective rent between the dates of April 1, 2021 and December 31, 2021.



The following are examples of accepted documentation:

1) Verification of Identity of applicant--provide one (1):

- Current Driver's license with photograph (from U.S. or its territories)
- Non-Driver's ID card with photograph (from U.S. or its territories)
- Passport
- ID from Country of Origin with photograph (non-U.S.)
- U.S. Permanent Resident card
- U.S. certificate of naturalization
- Learner Permit with photograph
- Employment ID card
- Marriage license/certificate or certified divorce decree
- Current school records documenting a student's status

2) Verification of Income of applicant—provide one (1):

- Pay stub(s) (30 days min)
- Unemployment award letter
- W-2
- Bank statement (reflecting salary or reduction in salary)
- Letter from employer (reflecting income level, decrease in income level, or layoff)
- Benefits award letter
- Self-declaration, if other documents can not be produced

3) Proof of residency/tenancy—provide one (1):

- Lease, if applicable
- Utility bill showing address being serviced
- Notice of past due rent
- Eviction notice
- Self-declaration, if other documents cannot be produced

If possible, the agency can corroborate tenant information through the County Assessor's office for property ownership and landlord information.

4) Proof of rent owed:

- Notice of past rent due
- Eviction notice
- Bank statements, showing a reasonable pattern of paying rent
- Check stubs, showing a reasonable pattern of paying rent
- Self-declaration, if other documents cannot be produced

March 15, 2021 - June 30, 2023

Agency Name United Way Monterey County

Expense Categories	Monterey County Emergency Rental Assistance Program ERAP2		Total Budget
	\$12,088,005.00	\$10,196,112.00	\$22,284,117.00
	State	Federal	Total Admin
Administration	Max \$1,640,822.00	Max \$1,516,397.00	\$3,157,219.00
Software Development and Support	\$ 124,056.38	\$ 101,500.67	\$ 225,557.05
Cyber Security Insurance Policy	\$ 1,806.84	\$ 1,539.16	\$ 3,346.00
211 Call Intakes	\$ 57,024.00	\$ 48,576.00	\$ 105,600.00
Marketing Support - Internal	\$ 2,700.00	\$ 2,300.00	\$ 5,000.00
Finance Support	\$ 9,720.00	\$ 8,280.00	\$ 18,000.00
Program Staff Support	\$ 112,860.00	\$ 96,140.00	\$ 209,000.00
Equipment	\$ 270.00	\$ 230.00	\$ 500.00
Communication	\$ 61.02	\$ 51.98	\$ 113.00
Transportation	\$ 1,691.28	\$ 1,440.73	\$ 3,132.01
Auditing	\$ 5,400.00	\$ 4,600.00	\$ 10,000.00
Total UWMC Direct Costs	\$ 315,589.52	\$ 264,658.54	\$ 580,248.06
UWMC Indirect Costs (10% of Direct Cost)	\$ 31,558.95	\$ 26,465.85	\$ 58,024.80
Total UWMC Administration Cost	\$ 347,148.47	\$ 291,124.39	\$ 638,272.86
Subgrants Administration	\$ 1,293,673.53	\$ 1,225,272.61	\$ 2,518,946.14
Total Administration Assistance	\$ 1,640,822.00	\$ 1,516,397.00	\$ 3,157,219.00
Direct Assistance (min 85%)	Min \$10,447,183.00	Min \$8,679,715.00	\$19,126,898.00
Direct Rent and Utility Assistance	\$ 10,447,183.00	\$ 8,679,715.00	\$ 19,126,898.00
Housing Stabilization Services (max 10% DFA)	\$ -	\$ -	\$ -
Total DFA	\$ 10,447,183.00	\$ 8,679,715.00	\$ 19,126,898.00
Program Total*	\$ 12,088,005.00	\$ 10,196,112.00	\$ 22,284,117.00

\*Total allocation subject to meeting expenditure targets as outlined in Exhibit AA

## Budget Narrative

Expense Category	Line Item narrative
Software Development and Support	This amount would cover the cost of development, maintenance, licensing and hosting for the Neighborly Software. This software tool will be used to track program participants through screening, intake, documentation, and payouts. The tool can be accessed via the 211 call specialists, participating agencies, and via an online application portal. See separate tab for breakdown.
Cyber Security Insurance Policy	This provides funding to notify all individuals in the event of a data breach. In addition, it provides for: Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private Liability claims alleging invasion of privacy and/or copyright/trademark violations in a digital, online or social media environment Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc. Defense costs in State or Federal regulatory proceedings that involve violations of privacy law; and The provision of expert resources and monetary reimbursement to the insured for the out-of-pocket expenses
211 Call Intakes	This amount would account for 211 Call Specialists' time screening and referring applications: Serving roughly 5400 clients @ \$10/referral
Marketing Support - Internal	Marketing support will cover any paid advertising, support for webinars, and time from UWMC marketing staff.
Finance Support	This amount would cover our finance staff support for the program. 10 minutes each for Finance VP and Accounting Associate to review and process each check request. Assuming 20 check requests for 10 check runs. Eight hours a month for Finance VP to generate program invoice. Includes banking fees for wire transfer of all payments to
Program Staff Support	Covers program staff time for software management, interfacing with partner agencies, providing trainings, and reporting and monitoring program. VP Community Investments: 200 hours Impact Manager, Affordable Housing: 800 hours Program Assistant: 800 Hours 211 Director: 80 hours
Equipment	This cost will cover equipment cost for program staff.
Communication	Zoom tools
Transportation	Mileage for program staff
Total UWMC Direct Costs	We calculated indirect cost as 10% of our total direct cost for the program.
Subgrants Administration	This amount will be granted to agencies to use for administrative costs including but not limited to staff hours, program supplies, and indirect costs.
Direct Rent and Utility Assistance	The total amount of direct cost to be granted to partner agencies to be distributed directly as rent and utility assistance.
Housing Stabilization Services (max 10% DFA)	Max 10% of Rental Assistance

Funding Source: Federal US Treasury and State SB 91 BCSH, (Federal Funds CFDA #21.019)

March 15, 2021 - June 30, 2023

Agency Name United Way Monterey County

Expense Categories	Monterey County ERAP GAP Funding \$150,000.00	Total Budget \$150,000.00
Grant Administration	\$ 15,000.00	\$ 15,000.00
Subawards	\$ 135,000.00	\$ 135,000.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Program Total	\$ 150,000.00	\$ 150,000.00

**Budget Narrative**

Expense Category	Line Item narrative
Grant Administration	10% for project administration and indirect costs
Subawards	Grants to local asset building community benefit organizations for the purpose of preventing homelessness and stabilizing housing by providing essential supports (food, clothing, etc), barrier removal (areas, credit repair, legal issues, etc), and case management support to vulnerable, low-income residents who do not qualify for ERA programs.

Funding Source: Monterey County ARPA Funds

Expenditure Time-Line Funds must be fully expended by June 30, 2022

**United Way Monterey County**  
**Monterey County Department of Social Services**  
 March 15, 2021 - June 30, 2023

Exhibit DD

**Remit To:**  
 United Way Monterey County  
 60 Garden Court Suite 350 Monterey CA 93940

Invoice Month:

Expense Categories	Total Budget	Fed \$10,198,112.00	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Software Development and Support	\$ -	\$ -	\$ -	\$ -	\$ -
Cyber Security Insurance Policy	\$ -	\$ -	\$ -	\$ -	\$ -
211 Call Intakes	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Support - Internal	\$ -	\$ -	\$ -	\$ -	\$ -
Finance Support	\$ -	\$ -	\$ -	\$ -	\$ -
Program Staff Support	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Communication	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -
Auditing	\$ -	\$ -	\$ -	\$ -	\$ -
UW Indirect	\$ -	\$ -	\$ -	\$ -	\$ -
Subgrantee Administration	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Financial Assistance	\$ -	\$ -	\$ -	\$ -	\$ -
Housing Stability ≤ 10% DFA	\$ -	\$ -	\$ -	\$ -	\$ -
Service Total	\$ -	\$ -	\$ -	\$ -	\$ -
Total Service Budget		\$ -			
Year to Date		\$ -			
Balance Remaining		\$ -			
Expense Categories	Total Budget	State \$12,088,005.00	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Software Development and Support	\$ -	\$ -	\$ -	\$ -	\$ -
Cyber Security Insurance Policy	\$ -	\$ -	\$ -	\$ -	\$ -
211 Call Intakes	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Support - Internal	\$ -	\$ -	\$ -	\$ -	\$ -
Finance Support	\$ -	\$ -	\$ -	\$ -	\$ -
Program Staff Support	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Communication	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -
Auditing	\$ -	\$ -	\$ -	\$ -	\$ -
UW Indirect	\$ -	\$ -	\$ -	\$ -	\$ -
Subgrantee Administration	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Financial Assistance	\$ -	\$ -	\$ -	\$ -	\$ -
Housing Stability ≤ 10% DFA	\$ -	\$ -	\$ -	\$ -	\$ -
Service Total	\$ -	\$ -	\$ -	\$ -	\$ -
Total Service Budget		\$ -			
Year to Date		\$ -			
Balance Remaining		\$ -			
Complete Total	\$ -	\$ -	\$ -	\$ -	\$ -
Total Budget		\$ -			
Year to Date		\$ -			
Balance Remaining		\$ -			
Monthly Sum      Startup Repayment      Payment Amount      Start-Up Paid to Date      Balance					
Monthly Total	\$ -	\$ -	\$ -	\$ -	7,100,000.00

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice

Title

Phone #

Authorizing Signature / Date

Monterey County Authorized Signature / Date

## EXHIBIT DD-1

**Invoice Period:**

[illegible]

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Authorizing Signature / Date

Monterey County Authorized Signature / Date

**Remit To:**  
United Way Monterey County  
60 Garden Court Suite 350 Monterey CA 93940



# Monterey County

Item No.35

## Board Report

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

Legistar File Number: RES 21-194

November 16, 2021

Introduced: 10/26/2021

Current Status: Criminal Justice - Consent

Version: 2

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Increase appropriations and estimated revenues of \$776,871 for the FY2021-22 Probation Adopted Budget, Fund 001, Appropriation Unit PRO001 for the implementation of the Juvenile Justice Realignment Block Grant (4/5ths vote required); and
- b. Authorize and direct the Auditor-Controller to amend the FY2021-22 Probation Adopted Budget by increasing appropriations and estimated revenues by \$776,871, Fund 001, Appropriation Unit PRO001, financed by the Juvenile Justice Realignment Block Grant - Senate Bill (SB) 823 for the mandated care, custody and supervision of the realigned youth population (4/5ths vote required).

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Increase appropriations and estimated revenues of \$776,871 for the FY2021-22 Probation Adopted Budget, Fund 001, Appropriation Unit PRO001 for the implementation of the Juvenile Justice Realignment Block Grant (4/5ths vote required); and
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### SUMMARY:

The recommended actions allocate resources from the State to the Probation Department for the implementation of the local Juvenile Justice Realignment Block Grant plan strategies, services, and programs in FY2021-22.

### DISCUSSION:

Senate Bill (SB) 823 was signed by the Governor on September 30, 2020 and became effective immediately. With this bill the State initiated the closing of the Division of Juvenile Justice (DJJ) and realigned to the counties the responsibility for youth adjudicated for serious violent felony offenses that would have formerly been eligible for commitment to the DJJ. This mandated program, established by Welfare & Institutions Code Section(s) 1990-1995, is for the purpose of providing county-based care, custody and supervision of youth realigned from the DJJ or who would otherwise be eligible for

commitment to the DJJ. Additionally, SB 823 intends for counties to use evidence-based practices and programs to improve youth and public safety outcomes, reduce the transfer of youth to the adult court system and reduce the use of juvenile justice confinement through community-based responses and interventions.

SB 823 established a Juvenile Justice Realignment Block Grant program to fund the counties' efforts to provide a replacement service continuum for this realigned population. SB 823 also required counties to establish a subcommittee of their multiagency Juvenile Justice Coordinating Council (JJCC) to develop a local plan (Plan) to serve this realigned population. The Plan is required for counties to receive their designated ongoing Juvenile Justice Block Grant funding. Further, the Plan is required to describe the facilities, programs, placements, services, supervision, and reentry strategies that are needed to provide the appropriate rehabilitation and supervision services for the realigned population. The subcommittee of the JJCC was created, and the FY2021-22 Plan developed and approved at its meeting on April 28, 2021. The Board of Supervisors received and considered the FY 2021-22 Plan on June 8, 2021.

OTHER AGENCY INVOLVEMENT:

The Juvenile Justice Coordinating Council (JJCC) has approved the recommended action. The JJCC is chaired by the Chief Probation Officer; its membership is established by law and includes key stakeholders such as the Board of Supervisors, the Courts, District Attorney, Public Defender, the Directors for Social Services and Mental Health, and the Superintendent of the Office of Education, in addition to community members. Further, County Counsel has reviewed this recommendation. This request was supported by the Budget Committee during their meeting on October 29, 2021.

FINANCING:

Commencing with the FY2021-22 Budget Year and annually thereafter, an allocation will be given to Monterey County to provide supervision, housing, and appropriate rehabilitative care services for the population. The Monterey County funding allocation is as follows:

- FY2021-22      \$ 983,841
- FY2022-23      \$2,905,404 (projected)
- FY2023-24      \$4,813,377 (projected)

Subsequent year funding formulas and funding levels have yet to be determined.

Monterey County has received a total of \$983,841 during the current fiscal year. The Probation Department worked with the County Auditor-Controller within established county procedures on depositing the monies into an appropriate restricted account.

FY2021-22 funding is shared between the Health Department-Behavioral Health Division for \$206,970 and Probation for \$776,871, to implement legislated core mandates and treatment strategies as identified in the Plan. In parallel with the Plan, the Probation Department and the Health Department - Behavioral Health Division, reviewed the data on the local youth who were committed to DJJ during recent years and the probable current local realigned population. This data will be used to continue developing and refining programs, supervision strategies, services and re-entry needs for



these youth who will now be serviced at the local level, utilizing County and local community-based services.

Specifically, funding in the amount of \$776,871 to Probation will be utilized with a phased-in approach for: a) providing programming oversight and case management by one existing temporarily redirected Deputy Probation Officer III \$115,056; b) staffing for custody and programming to be phased-in as the realigned population increases, by 4.0 FTE existing Juvenile Institutional Officer positions \$386,330, these positions were previously unfunded pending full completion of construction for the new Juvenile Hall; c) youth support and healthcare costs \$88,800; d) operating and staff training costs \$86,685; and e) contracted specialized youth services and programs \$100,000. At this time, the Health Department - Behavioral Health Division is projecting their allocated \$206,970 portion of the costs, can be managed within the Health Department's existing FY2021-22 Adopted Budget appropriations.

There is no additional cost to the County General Fund with the recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

☐ Economic Development: Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

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

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

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

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

Prepared by: Wendi Reed, Management Analyst III, ext. 3985

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

Attachment:

Resolution

Attachment A - Recommended JJRBG Budget FY21-22





# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 21-194**

**November 16, 2021**

**Introduced:** 10/26/2021

**Current Status:** Agenda Ready

**Version:** 2

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☐ 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: Wendi Reed, Management Analyst III, ext. 3985

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

DocuSigned by:  
  
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11/1/2021 | 3:29 PM PDT

Attachment:

Resolution

Attachment A - Recommended JJRBG Budget FY21-22

*Legistar File Number: RES 21-194*

---

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

**Resolution No.**

Adopt a Resolution to: )  
a. Increase appropriations and estimated )  
revenues of \$776,871 for the FY2021-22 )  
Probation Adopted Budget, Fund 001, )  
Appropriation Unit PRO001, financed by )  
the Juvenile Justice Realignment Block )  
Grant (4/5ths vote required); and )  
b. Authorize and direct the Auditor- )  
Controller to amend the FY2021-22 )  
Probation Adopted Budget by increasing )  
appropriations and estimated revenues by )  
\$776,871, Fund 001, Appropriation Unit )  
PRO001, financed by the Juvenile Justice )  
Realignment Block Grant – Senate Bill )  
(SB) 823 for the mandated care, custody, )  
and supervision of the realigned youth )  
population (4/5ths vote required)..... )

WHEREAS, under Senate Bill SB823, signed by Governor Newsom on September 30, 2020 and effective that date, the State initiated the closing of the Division of Juvenile Justice (DJJ) and realigned to the counties the responsibility for youth adjudicated for serious violent felony offenses that would have formerly been eligible for commitment to the DJJ;

WHEREAS, the mandated program, established by Welfare & Institution Code Section(s) 1990-1995 is for the purpose of providing county-based care, custody and supervision of youth realigned from the DJJ or who would have otherwise been eligible for commitment to the DJJ;

WHEREAS, SB823 established a Juvenile Justice Realignment Block Grant Program to fund the counties' efforts to provide a replacement continuum for this realigned population;

WHEREAS, commencing with the FY2021-22 Budget Year, and annually thereafter, an allocation will be given to Monterey County to provide supervision, housing and appropriate rehabilitative care services to the population;

WHEREAS, approval of the recommended actions allocates resources from the State to the Probation Department for the implementation of the local Juvenile Justice Realignment Block Grant plan strategies, services, and programs in FY2021-22.

WHEREAS, approval of the recommendations will increase appropriations and estimated revenues under the Justice Realignment Block Grant – Senate Bill (SB) 823 for the mandated care, custody, and supervision of the realigned youth population;

WHEREAS, the Juvenile Justice Coordinating Council approved the recommended action on October 13, 2021;

WHEREAS, the Budget Committee approved to support the recommendation on October 29, 2021;



NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey does hereby adopt a resolution to:

- a. Increase appropriations and estimated revenues of \$776,871 for the FY2021-22 Probation Adopted Budget, Fund 001, Appropriation Unit PRO001, financed by the Juvenile Justice Realignment Block Grant (4/5ths vote required); and
- b. Authorize and direct the Auditor-Controller to amend the FY2021-22 Probation Adopted Budget by increasing appropriations and estimated revenues by \$776,871, Fund 001, Appropriation Unit PRO001, financed by the Juvenile Justice Realignment Block Grant – Senate Bill (SB) 823 for the mandated care, custody, and supervision of the realigned youth population (4/5ths vote required).

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

AYES:

NOES:

ABSENT:

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

Dated:

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

By \_\_\_\_\_  
, Deputy

ATTACHMENT – A – RECOMMENDED JJRBG BUDGET FY21-22

RECOMMENDED JJRBG BUDGET FY 21-22		10/1/2021	
Total Services		FY 2021-22	
Type of Service	Description	FTE(s)	FY 21-22 Total
<b>Staffing: Probation (PD)/Behavioral Health (BH)</b>			
	<u>County Employees - Pro Rata Amounts for FY21-22</u>		
	Deputy Probation Officer III (PD)	1	115,056
	Juvenile Institutions Officer II (PD)	4	386,330
	Clinical Psychologist (BH)	0.5	70,064
	Psychiatric Social Worker II (BH)	1	121,906
	<b>Total Staffing Cost</b>	<b>6.5</b>	<b>693,356</b>
<b>Services and Supplies</b>			
Youth Healthcare Costs (PD)	Includes Labs and non-Medical services		72,000
Youth Support (PD)	Meals, Clothing & Personal Care items		16,800
Staff Training (PD)	Training - specialized examples include Trauma Informed Care, Intervention, and Diversity		53,000
ERP Costs (PD)	County Wide IT Infrastructure		3,685
Operating Expenses (PD)	Other Program Operating Expenses		30,000
Curriculum, Training & Technology (BH)	Program Curriculum, Staff Training, and Information Technology items		15,000
Contracted Specialized Programs and Services (PD)	Counseling, MH Rehab, Linkage, Substance Abuse, Crisis intervention, etc.		100,000
	<b>Total Services and Supplies Cost</b>		<b>290,485</b>
	<b>Grand Total:</b>		<b>983,841</b>
Recommended Budget Total By Department: Health Department - Behavioral Health Division \$206,970 and Probation Department \$776,871			



# Monterey County

Item No.36

## Board Report

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

Legistar File Number: A 21-524

November 16, 2021

Introduced: 10/26/2021

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 6 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation in the amount of \$23,684, for a total contract amount of \$153,508, to provide software maintenance, license renewal and support for the victim restitution program for the term from January 1, 2016 to December 31, 2022; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign future amendments to the Agreement, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 6 and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 6 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation in the amount of \$23,684, for a total contract amount of \$153,508, to provide software maintenance, license renewal and support for the victim restitution program for the term from January 1, 2016 to December 31, 2022; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign future amendments to the Agreement, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 6 and do not significantly change the scope of work.

### SUMMARY:

The Probation Department is recommending the approval of Amendment No. 6 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation in the amount of \$23,684 for software maintenance, license renewal and support for the victim restitution program.

### DISCUSSION:

In February 2016, Probation entered into a one (1) year agreement with Columbia Ultimate, Incorporated, a Washington State Corporation to provide software module maintenance, license renewals, and support for the victim restitution program in the amount of \$20,691.60 for calendar year 2016.

The Agreement was renewed and amended as follows:

- Amendment No. 1 in the amount of \$20,691.60 for 2017
- Amendment No. 2 in the amount of \$21,312.35 for 2018
- Amendment No. 3 in the amount of \$21,810.63 for 2019

- Amendment No. 4 in the amount of \$22,323.86 for 2020
- Amendment No. 5 in the amount of \$22,994.00 for 2021

The recommendation to approve Amendment No. 6 would extend the Agreement for an additional year from December 31, 2021 to December 31, 2022, update the annual fee schedule, and increase the agreement amount by \$23,684, for a total not to exceed amount of \$153,508. Due to the aggregate amount, this action requires Board of Supervisors' approval.

A copy of Amendment No. 6 is on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management has reviewed and approved Amendment No.6 as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions.

FINANCING:

Funding in the amount of \$23,684 for Amendment No. 6 is contained in Probation's Approved Budget for FY 21-22. There is no additional cost to the County General Fund with this recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation to provide software maintenance, license renewal and support for the victim restitution program supports key objectives of: 1) Administration with efficient and effective fiscal management, and 2) Health and Human Services in providing restitution to victims of crime thereby improving health and quality of life.

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

Prepared by: Wendi Reed, Management Analyst III, ext. 3985

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

Attachments:

- Amendment No. 6 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation
- Amendment No. 5 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ
- Amendment No. 4 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ
- Amendment No. 3 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Corporation dba RevQ

- Amendment No. 2 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ
- Renewal and Amendment No. 1 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ
- Standard Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-524**

**November 16, 2021**

**Introduced:** 10/26/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 6 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation in the amount of \$23,684, for a total contract amount of \$153,508, to provide software maintenance, license renewal and support for the victim restitution program for the term from January 1, 2016 to December 31, 2022; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign future amendments to the Agreement, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 6 and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 6 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation in the amount of \$23,684, for a total contract amount of \$153,508, to provide software maintenance, license renewal and support for the victim restitution program for the term from January 1, 2016 to December 31, 2022; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign future amendments to the Agreement, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 6 and do not significantly change the scope of work.

### SUMMARY:

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The Agreement was renewed and amended as follows:

- Amendment No. 1 in the amount of \$20,691.60 for 2017
- Amendment No. 2 in the amount of \$21,312.35 for 2018
- Amendment No. 3 in the amount of \$21,810.63 for 2019
- Amendment No. 4 in the amount of \$22,323.86 for 2020

Legistar File Number: A 21-524

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- Amendment No. 5 in the amount of \$22,994.00 for 2021

The recommendation to approve Amendment No. 6 would extend the Agreement for an additional year from December 31, 2021 to December 31, 2022, update the annual fee schedule, and increase the agreement amount by \$23,684, for a total not to exceed amount of \$153,508. Due to the aggregate amount, this action requires Board of Supervisors' approval.

A copy of Amendment No. 6 is on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management has reviewed and approved Amendment No.6 as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions.

FINANCING:

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation to provide software maintenance, license renewal and support for the victim restitution program supports key objectives of: 1) Administration with efficient and effective fiscal management, and 2) Health and Human Services in providing restitution to victims of crime thereby improving health and quality of life.

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

Prepared by: Wendi Reed, Management Analyst III, ext. 3985

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

DocuSigned by:  
  
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Attachments:

- Amendment No. 6 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation
- Amendment No. 5 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ
- Amendment No. 4 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ
- Amendment No. 3 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ



*Legistar File Number: A 21-524*

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- Amendment No. 2 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ
- Renewal and Amendment No. 1 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ
- Standard Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ

**AMENDMENT NO. 6  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Columbia Ultimate, Inc. a Washington State Corporation**

**THIS AMENDMENT No. 6** to Standard Agreement dated January 1, 2016 is made and entered into by and between Columbia Ultimate, Inc. a Washington State Corporation, hereinafter referred to as “Contractor”, and Monterey County, Probation Department a political subdivision of the State of California, hereinafter referred to as “County” (collectively, the “Parties”).

**WHEREAS**, Contractor previously entered into a Standard Agreement, dated January 1, 2016, for the provision of software maintenance and license renewal services for victim restitution program (hereinafter “services”) (hereinafter, “Agreement”) through December 31, 2016 for an amount not to exceed \$20,691.60; and

**WHEREAS**, Agreement was retroactively renewed and amended by the Parties on February 15, 2017 (hereinafter, “Renewal and Amendment No. 1”) to renew and extend the Agreement for an additional one (1) year through December 31, 2017 and to increase the Agreement’s not to exceed amount by \$20,691.60, for a total not to exceed amount of \$41,383.20; and

**WHEREAS**, Agreement was amended by the Parties on October 30, 2017 (hereinafter, “Amendment No. 2”, including Exhibit A-1) to extend the Agreement for one (1) additional year through December 31, 2018, and increase the Agreement’s not to exceed amount by \$21,312.35, for a total not to exceed amount of \$62,695.55; and

**WHEREAS**, Agreement was amended by the Parties on October 25, 2018 (hereinafter, “Amendment No. 3”, including Exhibit A-2) to extend the Agreement for one (1) additional year through December 31, 2019, and increase the Agreement’s not to exceed amount by \$21,810.63, for a total not to exceed amount of \$84,506.18; and

**WHEREAS**, Agreement was amended by the Parties on December 17, 2019 (hereinafter, “Amendment No. 4”, including Exhibit A-3) to extend the Agreement for one (1) additional year through December 31, 2020, and increase the Agreement’s not to exceed amount by \$22,323.86, for a total not to exceed amount of \$106,830.04; and

**WHEREAS**, Agreement was amended by the Parties on October 28, 2020 (hereinafter, Amendment No. 5, including Exhibit A-4) to extend the term of the Agreement through December 31, 2021 and increase the Agreement’s not to exceed amount by \$22,994.00 for a total not to exceed \$129,824.04; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, Exhibit A-4 is replaced with Exhibit A-5 to update the annual fees effective January 1, 2022; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2022 and increase the Agreement's not to exceed amount by \$23,683.82 for a total not to exceed \$153,507.86 to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 6.

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

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:  
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-5, 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 \$153,507.86.
2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows: "The term shall commence on January 1, 2016 through and including December 31, 2022".
3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A-4, Scope of Services/Payment Provisions" and add "Exhibit A-5-, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A-4, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-5, Scope of Services/Payment Provisions.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 6 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 5 shall be attached to the original Agreement dated January 1, 2016.
7. The recitals to this Amendment No. 6 are incorporated by this reference.

**IN WITNESS WHEREOF**, the Parties execute this Amendment No. 6 which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_

\_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

Columbia Ultimate, Inc. a Washington State Corporation

\_\_\_\_\_  
Contractor's Business Name

By: \_\_\_\_\_



\_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_

Alex Forman, VP and General Counsel  
\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

11/5/21

By: \_\_\_\_\_



\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its: \_\_\_\_\_

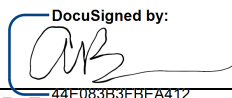
Kevin Rhodes, CFO  
\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

11/5/21

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_

DocuSigned by:  


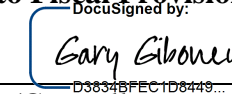
\_\_\_\_\_  
Anne K. Brereton  
Deputy County Counsel

Date: \_\_\_\_\_

11/8/2021 | 11:47 AM PST

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_

DocuSigned by:  


\_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

11/8/2021 | 11:50 AM PST

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

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

**EXHIBIT A-5**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**To Agreement by and between**

**County of Monterey Probation Department,**  
**hereinafter referred to as “County”**

**AND**

**Columbia Ultimate, Inc., a Washington State Corporation,**  
**hereinafter referred to as “CONTRACTOR”**

This Exhibit A-5 shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

**PURPOSE**

The purpose of this Agreement is to: provide software module maintenance, support licenses and conversion/interface development support for the victim restitution program.

**A. SCOPE OF WORK**

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

Remotely provide the annual upgrades to Probation’s revenue collection system.

- A. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this Agreement must be delivered to DISM, and the Finance Department, in accordance with the schedule above.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay the 2022 calendar year annual amount not to exceed Twenty-Three Thousand Six Hundred Eighty-three Dollars and Eighty-two cents (\$23,683.82) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**Rate Schedule: January 2022 - December 2022**

<b><u>Description</u></b>	<b><u>Annual Amount</u></b>	<b><u>Renewal Amount</u></b>
Annual RPCS Silver Support (3) Licenses	\$6,388.06	
Annual Renewal Fee for Silver Support		\$843.57
Annual CU/Emulate Support (4) Licenses	\$ 278.10	
Annual Account Distribution/Payment Proration Support	\$4,225.06	
Annual Renewal Fee for Proration Support		\$846.66
Annual Victim Restitution Support	\$3,900.61	
Annual Renewal Fee for Victim Restitution Support		\$782.80
Annual Conversion/Interface	\$1,265.87	
Annual RPCS Query Access Support (4) Licenses	\$ 453.20	
Annual Renewal Fee for Query Support		\$150.38
Annual jBase Support (4) Licenses	\$ 291.49	
Annual CU/Archive Support	\$ 533.54	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 931.12	
Annual Support Export payments/notes from MCR to MPAR	\$ 931.12	
Annual Support Export Forwarded Accounts to MCR	\$ 931.12	
Annual Support Import Payments/notes from MCR	\$ 931.12	

**TOTAL \$23,683.82**

**NOTE:** All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$153,507.86.

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

There shall be no travel reimbursement allowed during this Scope of Services.

**B.2 CONTRACTORS BILLING PROCEDURES**

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



ONTASYS-01

DMEANEY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Armfield, Harrison & Thomas, LLC 458 South Ave. Whitman, MA 02382	<b>CONTACT NAME:</b> Jennifer McRae <b>PHONE (A/C, No, Ext):</b> (781) 447-5531 <b>FAX (A/C, No):</b> (781) 447-7230 <b>E-MAIL ADDRESS:</b> jmcrae@ahtins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Federal Insurance Company	
	<b>INSURER B:</b> Chubb Indemnity	
	<b>INSURER C:</b> Chubb Custom Specialty	
	<b>INSURER D:</b> National Union Fire Ins Co of PA	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		36052260	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73600713	11/30/2020	11/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			79896583	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71765370	11/30/2020	11/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O Liability/Cyber			36059338	8/30/2020	8/30/2021	Each Occ / Aggregate 10,000,000
D	Excess E&O			017010367	8/30/2020	8/30/2021	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Blanket Additional Insured is granted to Monterey County, its Officers, Agents and Employees are included as an additional insured on a primary & non-contributory basis for Commercial General Liability so long as obligated pursuant to a contract or agreement and as per the terms and conditions of Chubb CGL form 80-02-2367 (Rev. 5-07)

No coverage is provided for statutory Workers Compensation in the state of WA

## CERTIFICATE HOLDER

## CANCELLATION

Monterey County Probation Dept.  
 Attn: Sandra Shaffner  
 1422 Natividad Rd.  
 Salinas, CA 93906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY <b>Armfield, Harrison &amp; Thomas, LLC</b>		NAMED INSURED <b>OSC Intermediate, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662</b>
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

### **Blanket PNC Additional Insured - CGL**

Blanket Additional Insured is granted on a primary & non-contributory basis for Commercial General Liability so long as obligated pursuant to a contract or agreement and as per the terms and conditions of Chubb CGL form 80-02-2367 (Rev. 5-07).

### **Additional Named Insured Entities**

Coverage under the above referenced policies extends to the following entities:

OSC Intermediate, Inc.  
 OSC Investors, Inc.  
 Ontario Systems, LLC  
 OSC Payments, Inc.  
 OSC Parent, Inc.  
 Columbia Ultimate Business Systems, Inc.  
 Columbia Ultimate, Inc.  
 Justice Systems, Inc.  
 SwervePay Holdings, LLC  
 SwervePay LLC  
 SwervePay Auto, LLC  
 SwervePay Health, LLC  
 SwervePay Financial, LLC

**CHUBB®****Liability Insurance****Endorsement**

*Policy Period* NOVEMBER 30, 2020 TO NOVEMBER 30, 2021

*Effective Date* NOVEMBER 30, 2020

*Policy Number* 3605-22-60 BOS

*Insured* OSC INTERMEDIATE, INC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* DECEMBER 3, 2020

---

This Endorsement applies to the following forms:

**GENERAL LIABILITY**


---

Under **Who Is An Insured**, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**, but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the **Who Is An Insured** section (regardless of any limitation applicable thereto).
  - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

CHUBB®

**Liability Endorsement**  
*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative





## Monterey County Board of Supervisors

### Board Order

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

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-14585, Amendment No. 4**

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 5 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ in the amount of \$22,994, for a total contract amount of \$129,824, to provide software maintenance, license renewal and support for the victim restitution program for the term from January 1, 2016 to December 31, 2021; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign future amendments to the Agreement, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 5 and do not significantly change the scope of work.

PASSED AND ADOPTED on this 27<sup>th</sup> day of October 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 27, 2020.

Dated: October 27, 2020

File ID: A 20-418

Agenda Item No.: 36

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

Joel G. Pablo, Deputy

**AMENDMENT NO. 5  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Columbia Ultimate, Inc. a Washington State Corporation**

**THIS AMENDMENT No. 5** to Standard Agreement dated January 1, 2016 is made and entered into by and between Columbia Ultimate, Inc. a Washington State Corporation, hereinafter referred to as “Contractor”, and Monterey County, Probation Department a political subdivision of the State of California, hereinafter referred to as “County” (collectively, the “Parties”).

**WHEREAS**, Contractor previously entered into a Standard Agreement, dated January 1, 2016, for the provision of software maintenance and license renewal services for victim restitution program (hereinafter “services”) (hereinafter, “Agreement”) through December 31, 2016 for an amount not to exceed \$20,691.60; and

**WHEREAS**, Agreement was retroactively renewed and amended by the Parties on February 15, 2017 (hereinafter, “Renewal and Amendment No. 1”) to renew and extend the Agreement for an additional one (1) year through December 31, 2017 and to increase the Agreement’s not to exceed amount by \$20,691.60, for a total not to exceed amount of \$41,383.20; and

**WHEREAS**, Agreement was amended by the Parties on October 30, 2017 (hereinafter, “Amendment No. 2”) to extend the Agreement for one (1) additional year through December 31, 2018, and increase the Agreement’s not to exceed amount by \$21,312.35, for a total not to exceed amount of \$62,695.55; and

**WHEREAS**, Agreement was amended by the Parties on October 25, 2018 (hereinafter, “Amendment No. 3”) to extend the Agreement for one (1) additional year through December 31, 2019, and increase the Agreement’s not to exceed amount by \$21,810.63, for a total not to exceed amount of \$84,506.18; and

**WHEREAS**, Agreement was amended by the Parties on January 8, 2020 (hereinafter, “Amendment No. 4”) to extend the Agreement for one (1) additional year through December 31, 2020, and increase the Agreement’s not to exceed amount by \$22,323.86, for a total not to exceed amount of \$106,830.04; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, Exhibit A-3 is replaced with Exhibit A-4 to update the annual fees effective January 1, 2021; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2021 and increase the Agreement’s not to exceed amount by \$22,994.00 for a total not to exceed \$129,824.04 to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 5.

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

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:  
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-4, 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 \$129,824.04.
2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows: "The term shall commence on January 1, 2016 through and including December 31, 2021".
3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A-3, Scope of Services/Payment Provisions" and add "Exhibit A-4, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A-3, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-4, Scope of Services/Payment Provisions.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 5 shall be attached to the original Agreement dated January 1, 2016.
7. The recitals to this Amendment No. 5 are incorporated by this reference.

**IN WITNESS WHEREOF**, the Parties execute this Amendment No. 5 which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_

DocuSigned by:  
Michael R. Derr  
367942E6E649429...

Contracts/Purchasing Officer

Date: \_\_\_\_\_

10/28/2020 | 11:18 AM PDT

Columbia Ultimate, Inc. a Washington State Corporation

Contractor's Business Name

By: \_\_\_\_\_

*Alex Forman*

(Signature of Chair, President or Vice President)

Its: Alex Forman, VP and General Counsel  
(Print Name and Title)

Date: October 1, 2020

By: \_\_\_\_\_

*Kevin Rhodes*

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its: Kevin Rhodes, CFO  
(Print Name and Title)

Date: October 1, 2020

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_

DocuSigned by:  
Anne K. Brereton  
07026F3AA36B4A4...

Anne K. Brereton  
Deputy County Counsel

Date: \_\_\_\_\_

10/1/2020 | 4:40 PM PDT

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_

DocuSigned by:  
Gary Giboney  
D3834BFE1D8449...

Auditor/Controller

Date: \_\_\_\_\_

10/1/2020 | 4:53 PM PDT

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_

Risk Management

Date: \_\_\_\_\_

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



**EXHIBIT A-4**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between**  
**County of Monterey Probation Department,**  
**hereinafter referred to as “County”**

**AND**

**Columbia Ultimate, Inc., a Washington State Corporation,**  
**hereinafter referred to as “CONTRACTOR”**

This Exhibit A-4 shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

**PURPOSE**

The purpose of this Agreement is to: provide software module maintenance, support licenses and conversion/interface development support for the victim restitution program.

**A. SCOPE OF WORK**

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

Remotely provide the annual upgrades to Probation’s revenue collection system.

- A. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this Agreement must be delivered to DISM, and the Finance Department, in accordance with the schedule above.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay the annual amount not to exceed Twenty-Two Thousand Nine Hundred Ninety-four Dollars only (\$22,994.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**Rate Schedule: January 2021 - December 2021**

<b><u>Description</u></b>	<b><u>Annual Amount</u></b>	<b><u>Renewal Amount</u></b>
Annual RPCS Silver Support (3) Licenses	\$6,202.00	
Annual Renewal Fee for Silver Support		\$819.00
Annual CU/Emulate Support (4) Licenses	\$ 270.00	
Annual Account Distribution/Payment Proration Support	\$4,102.00	
Annual Renewal Fee for Proration Support		\$822.00
Annual Victim Restitution Support	\$3,787.00	
Annual Renewal Fee for Victim Restitution Support		\$760.00
Annual Conversion/Interface	\$1,229.00	
Annual RPCS Query Access Support (4) Licenses	\$ 440.00	
Annual Renewal Fee for Query Support		\$146.00
Annual jBase Support (4) Licenses	\$ 283.00	
Annual CU/Archive Support	\$ 518.00	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 904.00	
Annual Support Export payments/notes from MCR to MPAR	\$ 904.00	
Annual Support Export Forwarded Accounts to MCR	\$ 904.00	
Annual Support Import Payments/notes from MCR	\$ 904.00	

**TOTAL \$22,994.00**

**NOTE:** All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$129,824.04

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

There shall be no travel reimbursement allowed during this Scope of Services.

**B.2 CONTRACTORS BILLING PROCEDURES**

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## Certificate Of Completion

Envelope Id: 2B1130B7C02541789E3FD20F04D20762	Status: Completed
Subject: Please DocuSign: Amendment_No._5_to_Agreement_-_Columbia_Ultimate-_2021.pdf, Board Order.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Wendi Reed
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ReedWL@co.monterey.ca.us
	IP Address: 192.92.176.115

## Record Tracking

Status: Original	Holder: Wendi Reed	Location: DocuSign
10/28/2020 11:03:28 AM	ReedWL@co.monterey.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Probation	Location: DocuSign


## Signer Events

Michael R. Derr  
derrm@co.monterey.ca.us  
Contracts/Purchasing Officer  
County of Monterey

Signing Group: Contracts/Purchasing Signers  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 4/24/2020 1:02:08 PM  
ID: 5d6ded82-34d0-422a-a8ce-e263dd6a82f0

## Signature

DocuSigned by:  
  
367942E6F649429...  
Signature Adoption: Pre-selected Style  
Using IP Address: 192.92.176.115

## Timestamp

Sent: 10/28/2020 11:09:34 AM  
Viewed: 10/28/2020 11:18:49 AM  
Signed: 10/28/2020 11:18:56 AM

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	10/28/2020 11:09:34 AM
Certified Delivered	Security Checked	10/28/2020 11:18:49 AM
Signing Complete	Security Checked	10/28/2020 11:18:56 AM
Completed	Security Checked	10/28/2020 11:18:56 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Probation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Probation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us)

### **To advise Probation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Probation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Probation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [urenae1@co.monterey.ca.us](mailto:urenae1@co.monterey.ca.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Probation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Probation during the course of your relationship with Probation.



## Monterey County Board of Supervisors

### Board Order

168 West Allsal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5068  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

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

**Agreement No. A-14585, Amendment No. 4**

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) future amendment to the Agreement, subject to County Counsel review, which extends services by one (1) year, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$2,232) and do not significantly change the scope of work.

PASSED AND ADOPTED on this 10<sup>th</sup> day of December 2019, by the following vote, to wit:

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

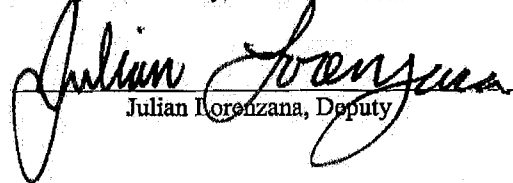
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 10, 2019.

Dated: December 17, 2019  
File ID: A 19-410  
Agenda Item No.: 63

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

  
Julian Lorenzana, Deputy





# Monterey County

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

## Board Report

Legistar File Number: A 19-410

December 10, 2019

Introduced: 11/14/2019

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) future amendment to the Agreement, subject to County Counsel review, which extends services by one (1) year, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$2,232) and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) future amendment to the Agreement, subject to County Counsel review, which extends services by one (1) year, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$2,232) and do not significantly change the scope of work.

### SUMMARY:

The Probation Department is recommending the approval of Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86 for software maintenance, license renewal and support for the victim restitution program for the period 12/31/19 to 12/31/20.

### DISCUSSION:

In February 2016, Probation entered into a one (1) year agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, to provide software module maintenance, license renewals, and support for the victim restitution program in the amount of \$20,691.60 for calendar year 2016. The Agreement was renewed and amended as follows:

- Amendment No. 1 in the amount of \$20,691.60 for 2017.
- Amendment No. 2 in the amount of \$21,312.35 for 2018.
- Amendment No. 3 in the amount of \$21,810.63 for 2019.

The recommendation to approve Amendment No. 4 would extend the Agreement for an additional

year from December 31, 2019 to December 31, 2020, update the annual fee schedule, and increase the agreement amount by \$22,323.86 for a total not to exceed amount of \$106,830.04. Due to the aggregate amount, this action requires Board of Supervisors' approval.

A copy of Amendment No. 4 is on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management has reviewed and approved Amendment No. 4 as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions.

FINANCING:

Funding for Amendment No. 4 is contained in Probation's Approved Budget for FY 19-20. There is no additional cost to the County General Fund with this recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation to provide software maintenance, license renewal and support for the victim restitution program supports key objectives of: 1) Administration with efficient and effective fiscal management and 2) Health and Human Services in providing restitution to victims of crime thereby improving health and quality of life.

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

Prepared by: Wendi Reed, Management Analyst II, ext. 3985

Approved by: Marcia Parsons, Chief Probation Officer, ext. 3913 *Marcia Parsons*  
11/20/19

Attachments:

Attachment A: Amendment No. 4 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Attachment B: Amendment No. 3 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Attachment C: Amendment No. 2 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Attachment D: Renewal and Amendment No. 1 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Attachment E: SA with Columbia Ultimate, Incorporated, a Washington State Corporation

**AMENDMENT NO. 4  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Columbia Ultimate, Inc. a Washington State Corporation**

**THIS AMENDMENT No. 4** to Standard Agreement dated January 1, 2016 is made and entered into by and between Columbia Ultimate, Inc. a Washington State Corporation, hereinafter referred to as "Contractor", and Monterey County, Probation Department a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties").

**WHEREAS**, Contractor previously entered into a Standard Agreement, dated January 1, 2016, for the provision of software maintenance and license renewal services for victim restitution program (hereinafter "services") (hereinafter, "Agreement") through December 31, 2016 for an amount not to exceed \$20,691.60; and

**WHEREAS**, Agreement was retroactively renewed and amended by the Parties on February 15, 2017 (hereinafter, "Renewal and Amendment No. 1") to renew and extend the Agreement for an additional one (1) year through December 31, 2017 and to increase the Agreement's not to exceed amount by \$20,691.60, for a total not to exceed amount of \$41,383.20; and

**WHEREAS**, Agreement was amended by the Parties on October 30, 2017 (hereinafter, "Amendment No. 2") to extend the Agreement for one (1) additional year through December 31, 2018, and increase the Agreement's not to exceed amount by \$21,312.35, for a total not to exceed amount of \$62,695.55; and

**WHEREAS**, Agreement was amended by the Parties on October 25, 2018 (hereinafter, "Amendment No. 3") to extend the Agreement for one (1) additional year through December 31, 2019, and increase the Agreement's not to exceed amount by \$21,810.63, for a total not to exceed amount of \$84,506.18; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, Exhibit A-2 is replaced with Exhibit A-3 to update the annual fees effective January 1, 2020; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2020 and increase the Agreement's not to exceed amount by \$22,323.86 for a total not to exceed \$106,830.04, to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 4.

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

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:  
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit 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 \$106,830.04.

2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows: "The term shall commence on January 1, 2016 through and including December 31, 2020".
3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A-2, Scope of Services/Payment Provisions" and add "Exhibit A-3, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A-2, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-3, Scope of Services/Payment Provisions.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 4 shall be attached to the original Agreement dated January 1, 2016.
7. The recitals to this Amendment No. 4 are incorporated by this reference.

**IN WITNESS WHEREOF**, the Parties execute this Amendment No. 4 which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:

  
Contracts/Purchasing Officer

Date:

1/8/2020

**CONTRACTOR\***

Columbia Ultimate, Inc. a Washington  
State Corporation

Contractor's Business Name

By:

(Signature of Chair, President or Vice President)

Its:

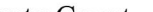
Jason K Harrington CEO

Date:

11/18/19

**Approved as to Form and Legality**  
**Office of the County Counsel**


By:

  
Anne K. Brereton  
Deputy County Counsel

Date:

11-21-19

By:

  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its:

DANIEL HAHN VP-Finance  
(Print Name and Title)

Date:

11/18/19

**Approved as to Fiscal Provisions**

By:

  
Auditor/Controller

Date:

11-26-19

**Approved as to Indemnity and Insurance Provisions**

By:

## Risk Management

Date:

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

**EXHIBIT A-3**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**To Agreement by and between**  
**County of Monterey Probation Department,**  
**hereinafter referred to as "County"**  
**AND**  
**Columbia Ultimate, Inc., a Washington State Corporation,**  
**hereinafter referred to as "CONTRACTOR"**

This Exhibit A-3 shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

**PURPOSE**

The purpose of this Agreement is to: provide software module maintenance, support licenses and conversion/interface development support for the victim restitution program.

**A. SCOPE OF WORK**

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

Remotely provide the annual upgrades to Probation's revenue collection system.

- A. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this Agreement must be delivered to DISM, and the Finance Department, in accordance with the schedule above.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay the annual amount not to exceed Twenty-Two Thousand Three Hundred Twenty-three Dollars and Eighty-Six cents only (\$22,323.86) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**Rate Schedule: January 2020 - December 2020**

<b><u>Description</u></b>	<b><u>Annual Amount</u></b>	<b><u>Renewal Amount</u></b>
Annual RPCS Silver Support (3) Licenses	\$6,020.93	
Annual Renewal Fee for Silver Support		\$795.51
Annual CU/Emulate Support (4) Licenses	\$ 262.25	
Annual Account Distribution/Payment Proration Support	\$3,982.99	
Annual Renewal Fee for Proration Support		\$797.69
Annual Victim Restitution Support	\$3,677.03	
Annual Renewal Fee for Victim Restitution Support		\$737.59
Annual Conversion/Interface	\$1,192.74	
Annual RPCS Query Access Support (4) Licenses	\$ 427.26	
Annual Renewal Fee for Query Support		\$142.05
Annual jBase Support (4) Licenses	\$ 274.93	
Annual CU/Archive Support	\$ 502.65	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 877.56	
Annual Support Export payments/notes from MCR to MPAR	\$ 877.56	
Annual Support Export Forwarded Accounts to MCR	\$ 877.56	
Annual Support Import Payments/notes from MCR	\$ 877.56	

**TOTAL \$22,323.86**

**NOTE:** All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$106,830.04.

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

There shall be no travel reimbursement allowed during this Scope of Services.

**B.2 CONTRACTORS BILLING PROCEDURES**

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.





ONTASYS-01.

ABOUTHBY

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382		<b>CONTACT NAME:</b> Jennifer McRae <b>PHONE (A/C, No, Ext):</b> (781) 447-5531 <b>FAX (A/C, No):</b> (781) 447-7230 <b>E-MAIL ADDRESS:</b> jmcrae@masoninsure.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Federal Insurance Company	
		<b>INSURER B:</b> Chubb Indemnity	
		<b>INSURER C:</b> Chubb Custom Specialty	
		<b>INSURER D:</b> National Union Fire Ins Co of PA	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> OSC Intermediate, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662		<b>NAIC #</b> 20281 12777	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	36052260	11/30/2019	11/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73600713	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79896583	11/30/2019	11/30/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71765370	11/30/2019	11/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O Liability		36059338	8/30/2019	8/30/2020	Each Occ/Aggregate \$ 10,000,000
D	Excess E&O		17721589	8/30/2019	8/30/2020	Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OSC E&amp;O Retroactive Date: 7/1/99

E&amp;O Deductible: \$50,000

Additional Named Insured Schedule Includes:

OSC Investments, L.P.

OSC Parent, Inc.

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**

Monterey County Probation Dept.  
Attn: Sandra Shaffer  
1422 Natividad Rd.  
Salinas, CA 93906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Mason & Mason Technology Insurance Services, Inc.		NAMED INSURED OSC Intermediate, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

OSC Investors, Inc.  
Ontario Systems, LLC  
Columbia Ultimate Business Systems, Inc.  
Columbia Ultimate  
Justice Systems, Inc.

Policy includes Blanket Additional Insured status with respect to General Liability ONLY IF required in written contract and per the terms and conditions of Chubb CGL form 80-02-2367 (attached).

Policy includes Blanket Primary & Non-Contributory status with respect to General Liability ONLY IF required in written contract and per the terms and conditions of Chubb CGL form 80-02-2653 (attached).

No coverage is provided for statutory Workers Compensation in the state of WA.

**CHUBB**

**Liability Insurance**

**Endorsement**

*Policy Period* NOVEMBER 30, 2019 TO NOVEMBER 30, 2020  
*Effective Date* NOVEMBER 30, 2019  
*Policy Number* 3605-22-60 BOS  
*Insured* OSC INTERMEDIATE, INC.  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* DECEMBER 12, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS  
STOP GAP  
STOP GAP - OHIO

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization**


If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

## Liability Insurance

### Endorsement

*Policy Period* NOVEMBER 30, 2019 TO NOVEMBER 30, 2020  
*Effective Date* NOVEMBER 30, 2019  
*Policy Number* 3605-22-60 BOS  
*Insured* OSC INTERMEDIATE, INC.  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* DECEMBER 12, 2019

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who Is An Insured

##### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

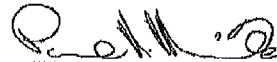
If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



**AMENDMENT NO. 3  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Columbia Ultimate, Inc. a Washington State Corporation DBA RevQ**

**THIS AMENDMENT No. 3** to Standard Agreement dated January 1, 2016 is made and entered into by and between Columbia Ultimate, Inc. a Washington State Corporation DBA RevQ, hereinafter referred to as "Contractor", and Monterey County, Probation Department a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties").

**WHEREAS**, Contractor previously entered into a Standard Agreement, dated January 1, 2016, for the provision of software maintenance and license renewal services for victim restitution program (hereinafter "services") (hereinafter, "Agreement") through December 31, 2016 for an amount not to exceed \$20,691.60; and

**WHEREAS**, Agreement was retroactively renewed and amended by the Parties on February 15, 2017 (hereinafter, "Renewal and Amendment No. 1") to renew and extend the Agreement for an additional one (1) year through December 31, 2017 and to increase the Agreement's not to exceed amount by \$20,691.60, for a total not to exceed amount of \$41,383.20; and

**WHEREAS**, Agreement was amended by the Parties on October 30, 2017 (hereinafter, "Amendment No. 2") to extend the Agreement for one (1) additional year through December 31, 2018, and increase the Agreement's not to exceed amount by \$21,312.35, for a total not to exceed amount of \$62,695.55; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, Exhibit A-1 is replaced with Exhibit A-2 to update the annual fees effective January 1, 2019; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2019 and increase the Agreement's not to exceed amount by \$21,810.63 for a total not to exceed \$84,506.18, to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 3.

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

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:  
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit 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 \$84,506.18.

2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows: "The term shall commence on January 1, 2016 through and including December 31, 2019".
3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A-1, Scope of Services/Payment Provisions" and add "Exhibit A-2, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A-1, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-2, Scope of Services/Payment Provisions.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3, and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 3 shall be attached to the original Agreement dated January 1, 2016.
7. The recitals to this Amendment No. 3 are incorporated by this reference.



IN WITNESS WHEREOF, the Parties execute this Amendment No. 3 which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:

  
Contracts/Purchasing Officer

Date: 10/25/18

**Approved as to Form and Legality  
Office of the County Counsel**

By:   
Anne K. Brereton  
Deputy County Counsel

Date: 10.25.18

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 10/24/18

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***


Columbia Ultimate, Inc. a  
Washington State Corporation DBA  
RevQ

Contractor's Business Name

By:   
(Signature of Chair, President  
or Vice President)

Its: RONALD K. FAUQUER, CEO  
(Print Name and Title)

Date: 10/12/18

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

Its: JANET L. HAHN VP-Finance  
(Print Name and Title)

Date: 10/12/18

\*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.

**EXHIBIT A-2**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

To Agreement by and between  
County of Monterey Probation Department,  
hereinafter referred to as "County"

**AND**

Columbia Ultimate, Inc., a Washington State Corporation DBA RevQ,  
hereinafter referred to as "CONTRACTOR"

This Exhibit A-2 shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

**PURPOSE**

The purpose of this Agreement is to: provide software module maintenance, support licenses and conversion/interface development support for the victim restitution program.

**A. SCOPE OF WORK**

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

Remotely provide the annual upgrades to Probation's revenue collection system.

- A. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this Agreement must be delivered to DISM, and the Finance Department, in accordance with the schedule above.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay the annual amount not to exceed Twenty-One Thousand Eight Hundred Ten Dollars and Sixty-Three cents only (\$21,810.63) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**Rate Schedule: January 2019 - December 2019**

<b><u>Description</u></b>	<b><u>Annual Amount</u></b>	<b><u>Renewal Amount</u></b>
Annual RPCS Silver Support (3) Licenses	\$5,845.56	
Annual Renewal Fee for Silver Support		\$772.34
Annual CU/Emulate Support (4) Licenses	\$ 254.62	
Annual Account Distribution/Payment Proration Support	\$3,866.98	
Annual Renewal Fee for Proration Support		\$774.46
Annual Victim Restitution Support	\$3569.98	
Annual Renewal Fee for Victim Restitution Support		\$716.11
Annual Conversion/Interface	\$1,192.74	
Annual RPCS Query Access Support (4) Licenses	\$ 414.81	
Annual Renewal Fee for Query Support		\$137.92
Annual jBase Support (4) Licenses	\$ 266.92	
Annual CU/Archive Support	\$ 488.01	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 877.56	
Annual Support Export payments/notes from MCR to MPAR	\$ 877.56	
Annual Support Export Forwarded Accounts to MCR	\$ 877.56	
Annual Support Import Payments/notes from MCR	\$ 877.56	

**TOTAL \$21,810.63**

**NOTE:** All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$84,506.18.

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

There shall be no travel reimbursement allowed during this Scope of Services.

**B.2 CONTRACTORS BILLING PROCEDURES**

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



ONTASYS-01

DMEANEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382		<b>CONTACT NAME:</b> Jennifer McRae <b>PHONE (A/C, No, Ext):</b> (781) 447-5531 <b>FAX (A/C, No):</b> (781) 447-7230 <b>E-MAIL ADDRESS:</b> jmcrae@masoninsure.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Federal Insurance Company	
		<b>INSURER B:</b> Chubb Indemnity	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
OSC Investors, Inc.  
Columbia Ultimate Business Systems, Inc.  
Columbia Ultimate, Inc.  
4400 NE 77th Avenue  
Vancouver, WA 98662

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			36052260	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			36052260	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE			79896583	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71765370	11/30/2017	11/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ERRORS & OMISSIONS			36032875	12/31/2017	12/31/2018	EACH OCC/AGGREGATE 15,000,000
A	Retro Date: 7/1/99			36032875	12/31/2017	12/31/2018	Deductible 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy includes Blanket Additional Insured status with respect to General Liability so long as required in written contract and per the terms and conditions of Chubb CGL form 80-02-2367 (attached).

Policy includes Blanket Primary & Non-Contributory status with respect to General Liability so long as required in written contract and per the terms and conditions of Chubb CGL form 80-02-2653 (attached).

The County of Monterey, its agents, officers & employees are included as Additional Insured with respect to General Liability, ONLY IF SUCH STATUS IS REQUIRED IN WRITTEN CONTRACT, per the language referenced above

## CERTIFICATE HOLDER

## CANCELLATION

Monterey County Probation Dept.  
20 E. Alisal Street, 2nd Floor  
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Endorsement**

*Policy Period* NOVEMBER 30, 2017 TO NOVEMBER 30, 2018  
*Effective Date* NOVEMBER 30, 2017  
*Policy Number* 3605-22-60 BOS  
*Insured* OSC INVESTORS, INC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* NOVEMBER 16, 2017

---

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
  - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



**Liability Insurance****Endorsement**

*Policy Period* NOVEMBER 30, 2017 TO NOVEMBER 30, 2018  
*Effective Date* NOVEMBER 30, 2017  
*Policy Number* 3605-22-60 BOS  
*Insured* OSC INVESTORS, INC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* NOVEMBER 16, 2017

---

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS  
STOP GAP  
STOP GAP - OHIO

---

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions*****Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization***

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

*Authorized Representative*





**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Columbia Ultimate, Inc. a Washington State Corporation DBA RevQ**

**THIS AMENDMENT No. 2** to Standard Agreement dated January 1, 2016 is made and entered into by and between Columbia Ultimate, Inc. a Washington State Corporation DBA RevQ, hereinafter referred to as "Contractor", and Monterey County, Probation Department a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties").

**WHEREAS**, Contractor previously entered into a Standard Agreement, dated January 1, 2016, for the provision of software maintenance and license renewal services (hereinafter "services") (hereinafter, "Agreement") through December 31, 2016 for an amount not to exceed \$20,691.60; and

**WHEREAS**, Agreement was retroactively renewed and amended by the Parties on February 15, 2017 (hereinafter, "Renewal and Amendment No. 1") to renew and extend the Agreement for an additional one (1) year through December 31, 2017 and to increase the Agreement's not to exceed amount by \$20,691.60 for a total not to exceed amount of \$41,383.20; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, Exhibit A is replaced with Exhibit A-1 to update the annual fees effective January 1, 2018; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2018 and increase the Agreement's not to exceed amount by \$21,312.35 for a total not to exceed \$62,695.55, to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 2.

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

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:  
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, 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 \$62,695.55.
2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows: "The term shall commence on January 1, 2016 through and including December 31, 2018".

3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1 – Scope of Services/Payment Provisions.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2, and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 2 shall be attached to the original Agreement dated January 1, 2016.
7. The recitals to this Amendment No. 2 are incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_

Contracts/Purchasing Officer

Date: 10-30-17

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_

Anne K. Brereton  
Deputy County Counsel

Date: 10-20-17

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_

Auditor/Controller

Date: 11-22-17

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_

Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***

Columbia Ultimate, Inc. a  
Washington State Corporation DBA  
RevQ

Contractor's Business Name

By: \_\_\_\_\_

(Signature of Chair, President  
or Vice President)

Its: Ron Fauquier CEO

(Print Name and Title)

Date: 10-2-17

By: \_\_\_\_\_

(Signature of Secretary, Asst.  
Secretary, CFO, Treasurer or  
Assistant Treasurer)

Its: David Hahn VP Finance

(Print Name and Title)

Date: 10-2-17

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

**EXHIBIT A-1**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

To Agreement by and between  
County of Monterey Probation Department,  
hereinafter referred to as "County"

AND

Columbia Ultimate, Inc., a Washington State Corporation DBA RevQ,  
hereinafter referred to as "CONTRACTOR"

This Exhibit A-1 shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

**PURPOSE**

The purpose of this Agreement is to: provide software module maintenance, support licenses and conversion/interface development support for the victim restitution program.

**A. SCOPE OF WORK**

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

Remotely provide the annual upgrades to Probation's revenue collection system.

- A. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this Agreement must be delivered to DISM, and the Finance Department, in accordance with the schedule above.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay the annual amount not to exceed Twenty-One Thousand Three Hundred Twelve Dollars and Thirty-Five cents only (\$21,312.35) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<u>Description</u>	<u>Annual Amount</u>	<u>Renewal Amount</u>
Annual RPCS Silver Support (3) Licenses	\$5,675.30	
Annual Renewal Fee for Silver Support		\$749.84
Annual CU/Emulate Support (4) Licenses	\$ 247.20	
Annual Account Distribution/Payment Proration Support	\$3,754.35	
Annual Renewal Fee for Proration Support		\$751.90
Annual Victim Restitution Support	\$3,465.95	
Annual Renewal Fee for Victim Restitution Support		\$695.25
Annual Conversion/Interface	\$1,192.74	
Annual RPCS Query Access Support (4) Licenses	\$ 402.73	
Annual Renewal Fee for Query Support		\$133.90
Annual jBase Support (4) Licenses	\$ 259.15	
Annual CU/Archive Support	\$ 473.80	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 877.56	
Annual Support Export payments/notes from MCR to MPAR	\$ 877.56	
Annual Support Export Forwarded Accounts to MCR	\$ 877.56	
Annual Support Import Payments/notes from MCR	\$ 877.56	

**TOTAL \$21,312.35**

**NOTE:** All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$62,695.55.

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

There shall be no travel reimbursement allowed during this Scope of Services.

## **B.2 CONTRACTORS BILLING PROCEDURES**

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.





ONTASYS-01

KMELCHER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	<b>CONTACT NAME:</b> Deborah Meaney		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> dmeaney@masoninsure.com		
<b>INSURED</b> OSC Investors, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: Zurich American Insurance Company</b>		<b>16535</b>
	<b>INSURER B: American Guarantee &amp; Liability Ins. Co.</b>		<b>26247</b>
	<b>INSURER C: Federal Insurance Company</b>		<b>20281</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPO 5968460-06	09/30/2016	11/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 No Deductible
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY No Coverage for <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Owned Autos	X	X	CPO 5968460-06	09/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	AUC5968483-06	09/30/2016	11/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC5968463-08	09/30/2017	11/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O Liability			36032875	12/31/2016	12/31/2017	Each Occ / Aggregate 15,000,000
C	Retro Date: 7/1/99			36032875	12/31/2016	12/31/2017	Deductible 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured for General Liability ONLY IF SUCH STATUS IS REQUIRED IN WRITTEN CONTRACT, per the terms and conditions of Zurich CGL form U-GL-1345-B-CW (04/13). General Liability coverage is primary and non-contributory ONLY IF SUCH STATUS IS REQUIRED IN WRITTEN CONTRACT, per the terms and conditions of Zurich CGL form U-GL-1345-B-CW (04/13). A waiver of subrogation is provided on General Liability ONLY IF SUCH STATUS IS REQUIRED IN WRITTEN CONTRACT, per the terms and conditions of Zurich CGL form U-GL-1345-B-CW (04/13)

Cancellation notice is 30-days per Zurich CGL form U-GL-1387B.

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  
Contracts/Purchasing Department  
Attn: Dawn Soza  
1488 Schilling Place  
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# General Liability Supplemental Coverage Endorsement

**ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
CPO5968460-06	09/30/2016	11/30/2017	09/30/2016			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

**A. Broadened Named Insured**

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

**B. Newly Acquired or Formed Organizations as Named Insureds**

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

**C. Insured Status – Employees**

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

**D. Additional Insureds – Lessees of Premises**

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

**E. Additional Insured – Vendors**

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
      - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
      - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - (a) The exceptions contained in Subparagraphs (4) or (6); or
        - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
    - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
    - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E, shall not increase the applicable Limits of Insurance shown in the Declarations.

**F. Additional Insured – Managers, Lessors or Governmental Entity**

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
  - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
  - b. Ownership, maintenance, occupancy or use of premises by you; or
  - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. This provision does not apply:
- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
  - b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
  - c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
  - d. To any:
    - (1) Owners or other interests from whom land has been leased by you; or
    - (2) Managers or lessors of premises, if:
      - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
      - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
      - (c) The premises are excluded under this Coverage Part.
3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

**G. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**H. Broadened Contractual Liability**

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**I. Definition – Specific Perils**

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

**J. Limited Contractual Liability Coverage – Personal and Advertising Injury**

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:
  - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
  - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
  - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

**K. Supplementary Payments**

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **L. Broadened Property Damage**

##### **1. Property Damage to Contents of Premises Rented Short-Term**

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

##### **2. Elevator Property Damage**

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

##### **3. Property Damage to Borrowed Equipment**

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

#### **M. Expected or Intended Injury or Damage**

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

##### **a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **N. Definitions – Bodily Injury**

The "bodily injury" definition under the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

#### **O. Insured Status – Amateur Athletic Participants**

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or



- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
  - (1) Your "employee", "volunteer worker" or any person you sponsor; or
  - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**P. Non-Owned Aircraft, Auto and Watercraft**

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm**

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

#### **R. Definition – Mobile Equipment**

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

#### **S. Definitions – Your Product and Your Work**

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

- (2) The providing of or failure to provide warnings or instructions.

#### **T. Priority Condition**

The following paragraph is added to Section III – **Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

#### **U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition**

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

#### **V. Other Insurance Condition**

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

##### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

###### **a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

###### **b. Excess Insurance**

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
    - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
    - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - Equipment you borrow from others; or
  - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

#### **W. Unintentional Failure to Disclose All Hazards**

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

##### **6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

#### **X. Waiver of Right of Subrogation**

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

##### **8. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**Y. Liberalization Condition**

The following condition is added to Section **IV – Commercial General Liability Conditions**:

**Liberalization Clause**

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



**RENEWAL AND AMENDMENT No. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Columbia Ultimate, Inc. a Washington State Corporation DBA RevQ**

**THIS AMENDMENT No. 1** to Standard Agreement dated January 1, 2016 is made and entered into by and between Columbia Ultimate, Inc. a Washington State Corporation DBA RevQ, hereinafter referred to as "Contractor", and Monterey County, Probation Department a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties").

**WHEREAS**, Contractor previously entered into a Standard Agreement, dated January 1, 2016, for the provision of software maintenance and license renewal services (hereinafter "services") (hereinafter, "Agreement") through December 31, 2016 for an amount not to exceed \$20,691.60; and

**WHEREAS**, the Agreement expired pursuant to its terms on December 31, 2016; and

**WHEREAS**, the Parties wish to renew the Agreement retroactive to December 31, 2016; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, the Parties wish to extend the term of the renewed Agreement through and including December 31, 2017 and increase the associated dollar amount by \$20,691.60 to allow Contractor to continue to provide services identified in this Agreement and as amended by this RENEWAL AND AMENDMENT No.1, for a total not to exceed \$41,923.20.

**NOW THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement is renewed retroactive to December 31, 2016, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Amend the first sentence of Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows: "The term shall commence on January 1, 2016 through and including December 31, 2017".
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT No. 1, and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this RENEWAL AND AMENDMENT No. 1 shall be attached to the original Agreement dated January 1, 2016.

Page 1 of 2

Renewal and Amendment No. 1 to Agreement  
Columbia Ultimate, Inc. a Washington State Corporation DBA RevQ  
Original Term: January 1, 2016 – December 31, 2016  
Renewal Term: January 1, 2017 – December 31, 2017  
Not to Exceed: \$41,383.2



5. The recitals to this RENEWAL AND AMENDMENT No. 1 is incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this RENEWAL AND AMENDMENT No. 1 which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_

Contracts/Purchasing Officer

Date: 2-15-17

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_

Cynthia L. Hasson  
Deputy County Counsel

Date: 2/2/17

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_

Auditor/Controller

Date: 2-2-17

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_

Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***

Columbia Ultimate, Inc. a Washington State  
Corporation DBA RevQ  
Contractor's Business Name

By: \_\_\_\_\_

(Signature of Chair, President or Vice President)

Its: RAJAW K. FAIRHURST, CEO

(Print Name and Title)

Date: 01/25/2017 MF

By: \_\_\_\_\_

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Assistant Treasurer)

Its: DAVID L. HAHN VP-Finance

(Print Name and Title)

Date: 01/25/2017 MF

\*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.



ONTASYS-01

TRAMIREZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	CONTACT NAME: Jennifer McRae	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: jmcrae@masoninsure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	
	INSURER B: American Guarantee & Liability Ins. Co.	
	INSURER C: Federal Insurance Company	20281
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
OSC Investors, Inc.  
Columbia Ultimate Business Systems, Inc.  
Columbia Ultimate, Inc.  
4400 NE 77th Avenue  
Vancouver, WA 98662

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CPO 5968460-06	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPO 5968460-06	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC5968483-06	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5968463-07 & WA STOP GAP	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS & OMISSIONS			36032875	12/31/2016	12/31/2017	EACH OCC/GEN AGG 15,000,000
C	CLAIMS MADE			36032875	12/31/2016	12/31/2017	RETRO 7/1/99 DEDUCT 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The County of Monterey, its agents, officers & Employees are included as Additional Insured with respect to General Liability for bodily injury and property damage liability per the terms and conditions of the policy and only if such status is required in contract per Zurich form U GL 1176. General liability coverage is primary and noncontributory to that carried by certificate holder as per the terms and conditions of the policy and only if such status is required by contract per Zurich form U-GL 1369B

## CERTIFICATE HOLDER

## CANCELLATION

Monterey County Probation Dept.  
Attn: Sandra Shaffer  
1422 Natividad Rd.  
Salinas, CA 93906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: ONTASYS-01

TRAMIREZ

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Jason & Mason Technology Insurance Services, Inc.		NAMED INSURED OSC Investors, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662
POLICY NUMBER EE PAGE 1		
CARRIER EE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## ERRORS &amp; OMISSIONS

ERRORS &amp; OMISSIONS COVERAGE INCLUDES PRIVACY/NETWORK SECURITY

ERRORS &amp; OMISSIONS - CLAIMS MADE; RETRO DATE 7/1/99; DEDUCTIBLE \$50,000



ONTASYS-01

DMEANEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mason & Mason Technology Insurance Services, Inc. 458 South Ave. Whitman, MA 02382	CONTACT <b>Jennifer McRae</b>		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: <b>jmcr@e@masoninsure.com</b>		
INSURED OSC Investors, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Zurich American Insurance Company</b>		
	INSURER B: <b>American Guarantee &amp; Liability Ins. Co.</b>		
	INSURER C: <b>Federal Insurance Company</b>		20281
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPO 5968460-06	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPO 5968460-06	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	AUC5968483-06	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC5968463-07 & WA STOP GAP	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS & OMISSIONS			36032875	12/31/2015	12/31/2016	EACH OCC/GEN AGG 15,000,000
C	CLAIMS MADE			36032875	12/31/2015	12/31/2016	RETRO 7/1/99 DEDUCT 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
County of Monterey is included as Additional Insured with respect to General Liability for bodily injury and property damage liability as per the terms and conditions of the policy and only if such status is required in contract, per Zurich form #U GL 1175 and as additional insured with respects to auto

General liability coverage is primary and noncontributory to that carried by certificate holder as per the terms and conditions of the policy and only if such status is required by contract per Zurich form U-GL 1369B

A waiver of subrogation applies on behalf of the certificate holder for general liability so long as agreed to in writing, prior to loss per Zurich Form U GL 1369B

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  
Contracts/Purchasing Department  
Attn: Dawn Soza  
1488 Schilling Place  
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: **ONTASYS-01****DMEANEY**LOC #: **1****ADDITIONAL REMARKS SCHEDULE**Page **1** of **1**

AGENCY <b>Mason &amp; Mason Technology Insurance Services, Inc.</b>		NAMED INSURED <b>OSC Investors, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: **ACORD 26** FORM TITLE: **Certificate of Liability Insurance****ERRORS & OMISSIONS****ERRORS & OMISSIONS COVERAGE INCLUDES PRIVACY/NETWORK SECURITY****ERRORS & OMISSIONS - CLAIMS MADE; RETRO DATE 7/1/99; DEDUCTIBLE \$50,000**

**ZURICH®**

## General Liability Supplemental Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

**A. Broadened Named Insured**

**1. The following is added to Section II – Who Is An Insured:**

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- Is newly acquired or formed during the policy period;
- Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

- 2.** The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

**B. Newly Acquired or Formed Organizations as Named Insureds**

**1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:**

- 3.** Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

**C. Insured Status – Employees**

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

**D. Additional Insureds – Lessees of Premises**

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:



The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph D.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

**E. Additional Insured – Vendors**

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph E. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
      - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
      - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - (a) The exceptions contained in Subparagraphs (4) or (6); or
        - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
    - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
    - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

**F. Additional Insured – Managers, Lessors or Governmental Entity**

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
  - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
  - b. Ownership, maintenance, occupancy or use of premises by you; or
  - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
  - (1) Owners or other interests from whom land has been leased by you; or
  - (2) Managers or lessors of premises, if:
    - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
    - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
    - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

**G. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**H. Broadened Contractual Liability**

The "insured contract" definition under the Definitions Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**I. Definition – Specific Perils**

The following definition is added to the Definitions Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

**J. Limited Contractual Liability Coverage – Personal and Advertising Injury**

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or

- (2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

**K. Supplementary Payments**

The following changes apply to Supplementary Payments – Coverages A and B:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**L. Broadened Property Damage**

**1. Property Damage to Contents of Premises Rented Short-Term**

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

**2. Elevator Property Damage**

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

**3. Property Damage to Borrowed Equipment**

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

**M. Expected or Intended Injury or Damage**

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

**a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**N. Definitions – Bodily Injury**

The "bodily injury" definition under the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

**O. Insured Status – Amateur Athletic Participants**

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
  - (1) Your "employee", "volunteer worker" or any person you sponsor; or
  - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**P. Non-Owned Aircraft, Auto and Watercraft**

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm**

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

**R. Definition – Mobile Equipment**

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**S. Definitions – Your Product and Your Work**

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) You;
    - (b) Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:
  - (1) Work, services or operations performed by you or on your behalf; and
  - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
  - (2) The providing of or failure to provide warnings or instructions.

**T. Priority Condition**

The following paragraph is added to Section III – **Limits Of Insurance**:



In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

#### **U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition**

The following paragraphs are added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

#### **V. Other Insurance Condition**

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – Commercial General Liability Conditions are replaced by the following:

##### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

###### **a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

###### **b. Excess Insurance**

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
    - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
    - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - Equipment you borrow from others; or
  - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional Insured on a primary and non-contributory basis.

**W. Unintentional Failure to Disclose All Hazards**

Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

**X. Waiver of Right of Subrogation**

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions** is replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**Y. Liberalization Condition**

The following condition is added to Section IV – **Commercial General Liability Conditions**:

**Liberalization Clause**

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

**ZURICH®**

## **Additional Insured – Automatic – Owners, Lessees Or Contractors**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO5968460	09/30/2016	09/30/2017				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** OSC HOLDINGS LLC AND ONTARIO SYSTEMS LLC

**Address (including ZIP Code):**

1150 W KILGORE AVE

MUNCIE, IN 47305

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This Insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

**COUNTY OF MONTEREY STANDARD AGREEMENT**  
**(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Columbia Ultimate, Inc., a Washington State Corporation DBA RevQ,  
(hereinafter "CONTRACTOR").

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

**1.0 GENERAL DESCRIPTION.**

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** Software module-maintenance, licenses renewal, support for the victim restitution program.

**2.0 PAYMENT PROVISIONS.**

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 20,262.40.

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from January 1, 2015 to December 31, 2015, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A    Scope of Services/Payment Provisions**

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

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



CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY.**

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

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

### 13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

### 14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Marcia Parsons Chief Probation Officer	Steve Ard, President
Name and Title	Name and Title
20 E. Alisal Street, 2nd Floor Salinas, CA 93906	4400 NE 77th Avenue, Suite 100 Vancouver, WA 98662
Address	Address
(831) 755-3913, Fax (831) 759-7246	(360) 256-7358
Phone	Phone

### 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----



## 16.0 SIGNATURE PAGE.

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

### COUNTY OF MONTEREY

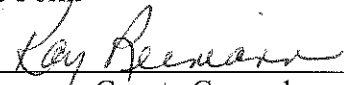
By:   
Contracts/Purchasing Officer

Date: 9 March 2015

By: \_\_\_\_\_  
Department Head (if applicable)

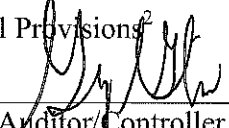
Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By:   
County Counsel

Date: 3/4/15

Approved as to Fiscal Provisions<sup>2</sup>

By:   
Auditor/Controller

Date: 3-5-15

Approved as to Liability Provisions<sup>3</sup>

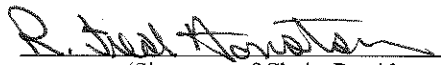
By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

### CONTRACTOR


Columbia Ultimate, Inc., a Washington State Corporation DBA RevQ

Contractor's Business Name\*

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

R. Fred Houston President  
Name and Title

Date: 2/23/15

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

Jim Adamson CFO  
Name and Title

Date: 2/23/15

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 7 or 8

## EXHIBIT A

### SERVICE AGREEMENT BETWEEN

County of Monterey  
Probation Department

AND

Columbia Ultimate, Inc., a Washington State Corporation DBA RevQ

#### 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:

Remotely provide software module annual maintenance, support licenses and upgrades for Probation's revenue collection system, supporting the victim restitution program.

All written reports required under this Agreement must be delivered to DISM, and the Finance Department.

#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

DEPARTMENT shall pay an amount not to exceed Twenty Thousand Two Hundred Sixty Two and 60 cents (\$20,262.60) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<b><u>Description</u></b>	<b><u>Annual Amount</u></b>	<b><u>Renewal Amount</u></b>
Annual RPCS Silver Support (3) Licenses	\$5,250.00	
Annual Renewal Fee for Silver Support		\$694.00
Annual CU/Emulate Support (4) Licenses	\$ 240.00	
Annual Account Distribution/Payment Proration Support	\$3,470.00	
Annual Renewal Fee for Proration Support		\$695.00
Annual Victim Restitution Support	\$3,200.00	
Annual Renewal Fee For Victim Restitution Support		\$640.00
Annual Test Logon Support	\$ 300.00	
Annual Conversion/Interface	\$1,158.00	
Annual RPCS Query Access Support (4) Licenses	\$ 391.00	
Annual Renewal Fee for Query Support		\$130.00
Annual jBase Support (4) Licenses	\$ 251.60	
Annual CU/Archive Support	\$ 435.00	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 852.00	

Annual Support Export payments/notes from MCR to MPAR	\$ 852.00
Annual Support Export Forwarded Accounts to MCR	\$ 852.00
Annual Support Import Payments/notes from MCR	\$ 852.00

**TOTAL \$20,262.60**

**NOTE:** All fees and costs stated herein shall include all applicable tax.

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

### **B.3 CONTRACTORS BILLING PROCEDURES**

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



# Monterey County

Item No.37

## Board Report

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

Legistar File Number: RES 21-207

November 16, 2021

Introduced: 11/9/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the RMA Services Manager to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary range as indicated in Attachment A;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of Capital Improvement Manager with the salary range as indicated in Attachment A;
- c. Amend the Housing and Community Development - Administration Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 to reallocate and to approve the reclassification of one (1) RMA Services Manager to one (1) Project Manager III as indicated in Attachment A;
- d. Amend the Housing and Community Development - Community Development Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002 to reallocate four (4) RMA Services Manager positions to two (2) Principal Planner, one (1) Permit Center Manager and one (1) Building Services Manager as indicated in Attachment A;
- e. Amend the Public Works, Facilities and Parks - Facilities Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 to reallocate one (1) RMA Services Manager to one (1) Capital Improvement Manager as indicated in Attachment A;
- f. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the RMA Services Manager to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary range as indicated in Attachment A;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of Capital Improvement Manager with the salary range as indicated in Attachment A;
- c. Amend the Housing and Community Development - Administration Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 to reallocate and to approve the reclassification of one (1) RMA Services Manager to one (1) Project Manager III as indicated in Attachment A;
- d. Amend the Housing and Community Development - Community Development Budget Unit 3100-

- 8543 - Fund 001 - Appropriation Unit HCD002 to reallocate four (4) RMA Services Manager positions to two (2) Principal Planner, one (1) Permit Center Manager and one (1) Building Services Manager as indicated in Attachment A;
- e. Amend the Public Works, Facilities and Parks - Facilities Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 to reallocate one (1) RMA Services Manager to one (1) Capital Improvement Manager as indicated in Attachment A;
  - f. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY/DISCUSSION:

As a result of the Board of Supervisors-approved dissolution of the Resource Management Agency (RMA), the recommended reorganization of certain positions as identified in the 2020 Citygate report, and the creation of two new departments: Housing and Community Development, and Public Works, Facilities, and Parks; the Human Resources Department (HRD) conducted a classification study of five (5) RMA Services Manager classifications and one (1) Housing Program Manager classification at the request of the departments. As the Resource Management Agency no longer exists, the RMA Services Manager classification is no longer relevant and accurate.

The Human Resources Department has completed the classification study and found that the incumbents assigned to the allocated RMA Services Manager in the Housing and Community Development Department functional areas of Permit Services, Planning and Building Services were performing within scope of their assigned classification. Therefore, it is recommended to retitle the RMA Services Manager assigned to these areas to 1) Permit Services Manager; 2) Principal Planner; and 3) Building Services Manager. The classification analysis further found that the primary job duties of the incumbent of the RMA Services Manager allocated to Administrative Services are more accurately reflected in the Project Manager III classification and therefore, it is recommended that the incumbent be reclassified. There are no recommended changes to the Housing Program Manager classification at this time. Lastly, it is recommended to create a new classification of Capital Improvement Manager and reallocate the vacant RMA Services Manager in Architectural Services of the Public Works, Facilities, and Parks Department.

In addition, the Human Resources Department conducted a base wage compensation survey of the County comparable agencies and found that based on the duties performed, the salary of the RMA Services Manager classification appropriately aligns with the salary mean of the comparable agencies' classifications for the 1) Permit Services Manager; 2) Principal Planner; and 3) Building Services Manager in the Housing and Community Development Department. The retitle of the respective classes has a neutral effect on the impacted employees (i.e., no start of new probationary period, no change in salary step, no change in step advancement date, no loss of seniority in class, etc.)."

As a result of the base wage compensation survey of the County's comparable agencies, it is recommended that a new classification of Capital Improvement Manager be created to more accurately reflect the duties being performed with associated salary range established based on the salary mean of the comparable agencies' classification.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office, the departments of Housing and Community Development, and Public Works, Facilities, and Parks have reviewed and concur with the recommendations.

FINANCING:

There are no salary and benefits increase to the Housing and Community Development - Administration Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 and Community Development Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002.

The annualized salary and benefits increase for Public Works, Facilities and Parks - Facilities Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 is approximately \$16,335 and will be absorbed within the departments existing appropriations.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

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

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

Prepared by: Kim Moore, Assistant Director of Human Resources

Approved by: Irma Ramirez-Bough, Director of Human Resources

Attachments:

Attachment A

Resolution



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 21-207**

**November 16, 2021**

**Introduced:** 11/9/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the RMA Services Manager to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary range as indicated in Attachment A;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of Capital Improvement Manager with the salary range as indicated in Attachment A;
- c. Amend the Housing and Community Development - Administration Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 to reallocate and to approve the reclassification of one (1) RMA Services Manager to one (1) Project Manager III as indicated in Attachment A;
- d. Amend the Housing and Community Development - Community Development Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002 to reallocate four (4) RMA Services Manager positions to two (2) Principal Planner, one (1) Permit Center Manager and one (1) Building Services Manager as indicated in Attachment A;
- e. Amend the Public Works, Facilities and Parks - Facilities Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 to reallocate one (1) RMA Services Manager to one (1) Capital Improvement Manager as indicated in Attachment A;
- f. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the RMA Services Manager to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary range as indicated in Attachment A;
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- c. Amend the Housing and Community Development - Administration Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 to reallocate and to approve the reclassification of one (1) RMA Services Manager to one (1) Project Manager III as indicated in Attachment A;
- d. Amend the Housing and Community Development - Community Development Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002 to reallocate four (4) RMA Services Manager positions to two (2) Principal Planner, one (1) Permit Center Manager and one (1) Building Services Manager as indicated in Attachment A;
- e. Amend the Public Works, Facilities and Parks - Facilities Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 to reallocate one (1) RMA Services Manager to one (1)



Capital Improvement Manager as indicated in Attachment A;

- f. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

#### SUMMARY/DISCUSSION:

As a result of the Board of Supervisors-approved dissolution of the Resource Management Agency (RMA), the recommended reorganization of certain positions as identified in the 2020 Citygate report, and the creation of two new departments: Housing and Community Development, and Public Works, Facilities, and Parks; the Human Resources Department (HRD) conducted a classification study of five (5) RMA Services Manager classifications and one (1) Housing Program Manager classification at the request of the departments. As the Resource Management Agency no longer exists, the RMA Services Manager classification is no longer relevant and accurate.

The Human Resources Department has completed the classification study and found that the incumbents assigned to the allocated RMA Services Manager in the Housing and Community Development Department functional areas of Permit Services, Planning and Building Services were performing within scope of their assigned classification. Therefore, it is recommended to retitle the RMA Services Manager assigned to these areas to 1) Permit Services Manager; 2) Principal Planner; and 3) Building Services Manager. The classification analysis further found that the primary job duties of the incumbent of the RMA Services Manager allocated to Administrative Services are more accurately reflected in the Project Manager III classification and therefore, it is recommended that the incumbent be reclassified. There are no recommended changes to the Housing Program Manager classification at this time. Lastly, it is recommended to create a new classification of Capital Improvement Manager and reallocate the vacant RMA Services Manager in Architectural Services of the Public Works, Facilities, and Parks Department.

In addition, the Human Resources Department conducted a base wage compensation survey of the County comparable agencies and found that based on the duties performed, the salary of the RMA Services Manager classification appropriately aligns with the salary mean of the comparable agencies' classifications for the 1) Permit Services Manager; 2) Principal Planner; and 3) Building Services Manager in the Housing and Community Development Department. The retitle of the respective classes has a neutral effect on the impacted employees (i.e., no start of new probationary period, no change in salary step, no change in step advancement date, no loss of seniority in class, etc.)."

As a result of the base wage compensation survey of the County's comparable agencies, it is recommended that a new classification of Capital Improvement Manager be created to more accurately reflect the duties being performed with associated salary range established based on the salary mean of the comparable agencies' classification.

#### OTHER AGENCY INVOLVEMENT:

The County Administrative Office, the departments of Housing and Community Development, and Public Works, Facilities, and Parks have reviewed and concur with the recommendations.

#### FINANCING:

There are no salary and benefits increase to the Housing and Community Development - Administration

Legistar File Number: RES 21-207

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Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 and Community Development  
Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002.

The annualized salary and benefits increase for Public Works, Facilities and Parks - Facilities  
Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 is approximately  
\$16,335 and will be absorbed within the departments existing appropriations.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

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

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

Prepared by: Kim Moore, Assistant Director of Human Resources

Approved by: Irma Ramirez-Bough, Director of Human Resources

DocuSigned by:  
Irma Ramirez-Bough  
A7F557420537420...

Attachments:

Attachment A

Resolution

# ATTACHMENT A

## Retitle the RMA Services Manager classification to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary range:

Classification Title: <b>Principal Planner</b>							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$47.692	\$50.308	\$53.070	\$55.979	\$59.047	\$62.002	\$65.102	14K51	6	P	9410	X	E
\$3,815.36	\$4,024.64	\$4,245.60	\$4,478.32	\$4,723.76	\$4,960.16	\$5,208.16						
\$8,267	\$8,720	\$9,199	\$9,703	\$10,235	\$10,747	\$11,284						

\*provided for information purposes only

Classification Title: <b>Permit Center Manager</b>							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$47.692	\$50.308	\$53.070	\$55.979	\$59.047	\$62.002	\$65.102	14K46	6	P	9410	X	E
\$3,815.36	\$4,024.64	\$4,245.60	\$4,478.32	\$4,723.76	\$4,960.16	\$5,208.16						
\$8,267	\$8,720	\$9,199	\$9,703	\$10,235	\$10,747	\$11,284						

\*provided for information purposes only

Classification Title: <b>Building Services Manager</b>							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$47.692	\$50.308	\$53.070	\$55.979	\$59.047	\$62.002	\$65.102	14K47	6	P	9410	X	E
\$3,815.36	\$4,024.64	\$4,245.60	\$4,478.32	\$4,723.76	\$4,960.16	\$5,208.16						
\$8,267	\$8,720	\$9,199	\$9,703	\$10,235	\$10,747	\$11,284						

\*provided for information purposes only

## Create the classification of Capital Improvement Manager with the salary range listed below:

Classification Title: <b>Capital Improvement Manager</b>							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$50.507	\$53.285	\$56.215	\$59.307	\$62.569	\$65.697	\$68.982	14K48	6	P	9410	X	E
\$4,040.57	\$4,262.79	\$4,497.23	\$4,744.56	\$5,005.50	\$5,255.77	\$5,518.56						
\$8,755	\$9,236	\$9,744	\$10,280	\$10,845	\$11,388	\$11,957						

\*provided for information purposes only

**Reallocate Position and Reclassify Incumbent to Project Manager III**

Housing &amp; Community Development - Administration

Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0001	(1.0)	0.0
To	14A12	Project Manager III	0001	1.0	1.0

**Retitle and reallocate positions to Principal Planner**

Housing &amp; Community Development – Community Development

Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0002 0003	(2.0)	1.0
To	14K51	Principal Planner	0001 0002	2.0	2.0

**Retitle and reallocate position to Permit Center Manager**

Housing &amp; Community Development – Community Development

Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0001	(1.0)	1.0
To	14K46	Permit Center Manager	0001	1.0	1.0

**Retitle and reallocate position to Building Services Manager**

Housing &amp; Community Development – Community Development

Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0004	(1.0)	1.0
To	14K47	Building Services Manager	0001	1.0	1.0

**Reallocate position to Capital Improvement Manager**

Public Works, Facilities and Parks - Facilities Maintenance

Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0001	(1.0)	1.0
To	14K48	Capital Improvement Manager	0001	1.0	1.0

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

- Resolution No.: PPPR Control No. 21-011 )  
HRM Control No. 21-010 )
- Adopts a Resolution to: )
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the RMA Services Manager to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary range as indicated in Attachment A; )
  - b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of Capital Improvement Manager with the salary range as indicated in Attachment A; )
  - c. Amend the Housing and Community Development – Administration Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 to reallocate and to approve the reclassification of one (1) RMA Services Manager to one (1) Project Manager III as indicated in Attachment A; )
  - d. Amend the Housing and Community Development – Community Development Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002 to reallocate four (4) RMA Services Manager positions to two (2) Principal Planner, one (1) Permit Center Manager and one (1) Building Services Manager as indicated in Attachment A; )
  - e. Amend the Public Works, Facilities and Parks – Facilities Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 to reallocate one (1) RMA Services Manager to one (1) Capital Improvement Manager as indicated in Attachment A; )
  - f. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system. )

WHEREAS, The Human Resources Department conducted a classification and compensation study of the RMA Services Manager classification; and

WHEREAS, the classification analysis found that the RMA Services Manager title for the classifications assigned to the functional areas of Permit Services, Planning Services, and Building Services in the Housing and Community Development Department is no longer accurate with the dissolution of the Resource Management Agency and it is recommended that the RMA Services Manager classification be retitled and create the new classifications of 1) Permit Services Manager; 2) Planning Services Manager; and 3) Building Services Manager for these functional areas; and

WHEREAS, the RMA Services Manager classification allocated to Administrative Services is more appropriately defined by the Project Manager III classification and it is recommended that the RMA Services Manager to be reclassified to the Project Manager III; and

WHEREAS, the RMA Services Manager classification allocated to Architectural Services in the Public Works, Facilities, and Parks Department to be reallocated to a new classification titled Capital Improvement Manager; and

WHEREAS, the base wage compensation salary survey of the County's comparable agencies determined that a new classification of Capital Improvement Manager should be created to more accurately reflect the duties being performed with associated salary range established based on the salary mean of the comparable agencies' classification; 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 retitle the RMA Services Manager to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary ranges as indicated below:

**Retitle the RMA Services Manager classification to Principal Planner, Permit Center Manager and Building Services Manager with the existing salary range listed below:**

Classification Title: <b>Principal Planner</b>							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
<u>Hourly, Bi-Weekly and Monthly Pay Rates</u>												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$47.692	\$50.308	\$53.070	\$55.979	\$59.047	\$62.002	\$65.102	14K51	6	P	9410	X	E
\$3,815.36	\$4,024.64	\$4,245.60	\$4,478.32	\$4,723.76	\$4,960.16	\$5,208.16						
\$8,267	\$8,720	\$9,199	\$9,703	\$10,235	\$10,747	\$11,284						

\*provided for information purposes only

Classification Title: <b>Permit Center Manager</b>							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$47.692	\$50.308	\$53.070	\$55.979	\$59.047	\$62.002	\$65.102	14K46	6	P	9410	X	E
\$3,815.36	\$4,024.64	\$4,245.60	\$4,478.32	\$4,723.76	\$4,960.16	\$5,208.16						
\$8,267	\$8,720	\$9,199	\$9,703	\$10,235	\$10,747	\$11,284						

\*provided for information purposes only

Classification Title: <b>Building Services Manager</b>							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$47.692	\$50.308	\$53.070	\$55.979	\$59.047	\$62.002	\$65.102	14K47	6	P	9410	X	E
\$3,815.36	\$4,024.64	\$4,245.60	\$4,478.32	\$4,723.76	\$4,960.16	\$5,208.16						
\$8,267	\$8,720	\$9,199	\$9,703	\$10,235	\$10,747	\$11,284						

\*provided for information purposes only

2. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B are amended to create the classification of Capital Improvement Manager with the salary range listed below:

**Create the classification of Capital Improvement Manager with the salary range listed below:**

Classification Title: <b>Capital Improvement Manager</b>							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$50.503	\$53.281	\$56.211	\$59.303	\$62.564	\$65.692	\$68.977	14K48	6	P	9410	X	E
\$4,040.27	\$4,262.48	\$4,496.90	\$4,744.22	\$5,005.13	\$5,255.39	\$5,518.16						
\$8,754	\$9,235	\$9,743	\$10,279	\$10,844	\$11,387	\$11,956						

\*provided for information purposes only

3. The Housing and Community Development – Administration Budget Unit 3100-8542 - Fund 001 - Appropriation Unit HCD001 is amended to reallocate and to approve the reclassification of one (1) RMA Services Manager to one (1) Project Manager III as indicated below:

#### Reallocate Position and Reclassify Incumbent to Project Manager III

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0001	(1.0)	0.0
To	14A12	Project Manager III	0001	1.0	1.0

4. The Housing and Community Development – Community Development Budget Unit 3100-8543 - Fund 001 - Appropriation Unit HCD002 is amended to retitle and reallocate four (4) RMA Services Manager positions to two (2) Principal Planner, one (1) Permit Center Manager and one (1) Building Services Manager as indicated below:

#### Retitle and reallocate positions to Principal Planner

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0002 0003	(2.0)	2.0
To	14K51	Principal Planner	0001 0002	1.0	2.0

#### Retitle and reallocate position to Permit Center Manager

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0001	(1.0)	1.0
To	14K46	Permit Center Manager	0001	1.0	1.0

#### Retitle and reallocate position to Building Services Manager

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0004	(1.0)	0.0
To	14K47	Building Services Manager	0001	1.0	1.0



5. The Public Works, Facilities and Parks – Facilities Maintenance Budget Unit 3200-8552 - Fund 001 - Appropriation Unit PFP054 is amended to reallocate one (1) RMA Services Manager to one (1) Capital Improvement Manager as indicated below:

**Reallocate position to Capital Improvement Manager**

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	14K51	RMA Services Manager	0001	(1.0)	1.0
To	14K48	Capital Improvement Manager	0001	1.0	1.0

6. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

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

AYES:

NOES:

ABSENT:

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

Dated:

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

By \_\_\_\_\_  
, Deputy



# Monterey County

**Item No.38**

## Board Report

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

**Legistar File Number: RES 21-204**

**November 16, 2021**

**Introduced:** 11/8/2021

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Approve and authorize the Acting Contracts/Purchasing Officer to sign an agreement with Darryl L. Sink & Associates, Inc. for the revision of the Monterey County Contracts Academy and consultation for updating the Purchasing Manual for a not to exceed amount of \$198,200; and
- b. Direct the Auditor- Controller to amend the FY 2021-22 Adopted Budget for Contracts/Purchasing 001-CAO002-8047, increasing appropriations by \$169,351, financed by General Fund Productivity Investment Program Assignment 001-3125. (4/5th vote)

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt a resolution:

- a. Approve and authorize the Acting Contracts/Purchasing Officer to sign an agreement with Darryl L. Sink & Associates, Inc. for the revision of the Monterey County Contracts Academy and consultation for updating the Purchasing Manual for a not to exceed amount of \$198,200; and
- b. Direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for Contracts/Purchasing 001-CAO002-8047, increasing appropriations by \$169,351, financed by General Fund Productivity Investment Program Assignment 001-3125.

**SUMMARY/DISCUSSION:**

On February 25, 2014, the Board approved an Agreement with Darryl L. Sink & Associates, Inc. (DSA), for the development of a Monterey County Contracts & Purchasing Academy (CPA). DSA designed and developed the award-winning CPA (which we refer to as CPA Version 1.0), and Contracts/Purchasing delivered the CPA to the target audience across the County's twenty-seven (27) departments. The last presentation of the CPA occurred in Summer, 2019. Unfortunately, the Covid pandemic halted the delivery of CM's instructor-led classes as well as a Contracts/Purchasing plan to revise the CPA in early 2020.

The CPA focuses on developing solutions to assist in resolving high-level organizational needs; such as increasing productivity and efficiency throughout the contract and purchasing lifecycle, increasing the consistency of contracts and related documents, minimizing the development and approval processing time for contracts, the creation and implementation of Standard Operating Procedures (SOP's) and to increase the likelihood of more favorable pricing and terms in county-wide contracts. The Purchasing Manual provides policy, guidelines and overall procurement ethos that need to be updated and cross referenced within the CPA.

In May 2021, the Civil Grand Jury provided findings and recommendations in support of the CAO

revising the CPA and updating the Purchasing Manual. The Contracts/Purchasing processes and technologies have changed over the past 6 years, yet the original needs driving the CPA solution have not changed and there are minor changes to the service experience blueprints.

Contracts/Purchasing has received a proposal from DSA for the revision of a Monterey County Contracts Academy and consultation to update the Purchasing Manual which will 1) add or modify course content, and 2) deliver solutions to the requirements specified by the Grand Jury.

OTHER AGENCY INVOLVEMENT:

This has been a countywide collaborative process, with major participation from certain key departments, including the County Counsel's Office, the Office of the Auditor-Controller and departments with heavy contracting responsibilities. The Budget Committee provided its support of the recommended actions on October 29, 2021.

FINANCING:

The recommended action will decrease Productivity Investment Program Assignment 001-3125 balance to zero.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The CPA and the Purchasing Manual are being revised and updated in order to improve and create greater efficiency in the contract development and management process which supports the Board of Supervisor's Initiative for the County Administrative Office to ensure efficient and effective operations Countywide.

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

Prepared by: Debra Bayard, Acting Contracts/Purchasing Officer, ext. 4995

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

Attachments:

Agreement between the County of Monterey and Darryl L. Sink & Associates, Inc.

Approved Sole Source Justification



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 21-204**

**November 16, 2021**

**Introduced:** 11/8/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Approve and authorize the Acting Contracts/Purchasing Officer to sign an agreement with Darryl L. Sink & Associates, Inc. for the revision of the Monterey County Contracts Academy and consultation for updating the Purchasing Manual for a not to exceed amount of \$198,200; and
- b. Direct the Auditor- Controller to amend the FY 2021-22 Adopted Budget for Contracts/Purchasing 001-CAO002-8047, increasing appropriations by \$169,351, financed by General Fund Productivity Investment Program Assignment 001-3125. (4/5th vote)

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution:

- a. Approve and authorize the Acting Contracts/Purchasing Officer to sign an agreement with Darryl L. Sink & Associates, Inc. for the revision of the Monterey County Contracts Academy and consultation for updating the Purchasing Manual for a not to exceed amount of \$198,200; and
- b. Direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for Contracts/Purchasing 001-CAO002-8047, increasing appropriations by \$169,351, financed by General Fund Productivity Investment Program Assignment 001-3125.

### SUMMARY/DISCUSSION:

On February 25, 2014, the Board approved an Agreement with Darryl L. Sink & Associates, Inc. (DSA), for the development of a Monterey County Contracts & Purchasing Academy (CPA). DSA designed and developed the award-winning CPA (which we refer to as CPA Version 1.0), and Contracts/Purchasing delivered the CPA to the target audience across the County's twenty-seven (27) departments. The last presentation of the CPA occurred in Summer, 2019. Unfortunately, the Covid pandemic halted the delivery of CM's instructor-led classes as well as a Contracts/Purchasing plan to revise the CPA in early 2020.

The CPA focuses on developing solutions to assist in resolving high-level organizational needs; such as increasing productivity and efficiency throughout the contract and purchasing lifecycle, increasing the consistency of contracts and related documents, minimizing the development and approval processing time for contracts, the creation and implementation of Standard Operating Procedures (SOP's) and to increase the likelihood of more favorable pricing and terms in county-wide contracts. The Purchasing Manual provides policy, guidelines and overall procurement ethos that need to be updated and cross referenced within the CPA.

In May 2021, the Civil Grand Jury provided findings and recommendations in support of the CAO revising the CPA and updating the Purchasing Manual. The Contracts/Purchasing processes and

Legistar File Number: RES 21-204

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technologies have changed over the past 6 years, yet the original needs driving the CPA solution have not changed and there are minor changes to the service experience blueprints.

Contracts/Purchasing has received a proposal from DSA for the revision of a Monterey County Contracts Academy and consultation to update the Purchasing Manual which will 1) add or modify course content, and 2) deliver solutions to the requirements specified by the Grand Jury.

OTHER AGENCY INVOLVEMENT:

This has been a countywide collaborative process, with major participation from certain key departments, including the County Counsel's Office, the Office of the Auditor-Controller and departments with heavy contracting responsibilities. The Budget Committee provided its support of the recommended actions on October 29, 2021.

FINANCING:

The recommended action will decrease Productivity Investment Program Assignment 001-3125 balance to zero.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The CPA and the Purchasing Manual are being revised and updated in order to improve and create greater efficiency in the contract development and management process which supports the Board of Supervisor's Initiative for the County Administrative Office to ensure efficient and effective operations Countywide.

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

Prepared by: Debra Bayard, Acting Contracts/Purchasing Officer, ext. 4995

DocuSigned by:

Debra R. Wilson

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Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

DocuSigned by:

Dewayne Woods

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Attachments:

Agreement between the County of Monterey and Darryl L. Sink & Associates, Inc.

Approved Sole Source Justification

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Darryl L. Sink & Associates, Inc.

---

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** For the revision of the Monterey County Contracts Academy and consultation for updating the Purchasing Manual.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 198,200

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from November 2, 2021 to November 1, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.



- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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Nov 2, 2021 to Nov 1, 2026

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

Darryl L. Sink & Associates, Inc.

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Debra R. Wilson, PhD Acting Contracts/Purchasing Officer	Darryl L. Sink & Associates, Inc.
Name and Title	Name and Title
1488 Schilling Place Salinas, CA 93901	One Cielo Vista Place Monterey, CA 93940
Address	Address
(831) 755-4995	(831) 649-8384
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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NTE: \$198,200

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### **17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

### **17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By: \_\_\_\_\_

Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By: \_\_\_\_\_

Marina Pantchenko

65EE0F4502DD442...

County Counsel

Date: 10/19/2021 | 1:57 PM PDT

Approved as to Fiscal Provisions

By: \_\_\_\_\_

Gary Giboney

D3634B7EC1D6449...

Auditor/Controller

Date: 10/19/2021 | 1:26 PM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_

Risk Management

Date: \_\_\_\_\_

**CONTRACTOR**

DocuSigned by: Contractor/Business Name \*

By: \_\_\_\_\_

Darryl Sink

730ADECEFE064424

(Signature of Chair, President, or Vice-President) President

Darryl L. Sink

Name and Title

Date: \_\_\_\_\_

10/19/2021 | 11:09 AM PDT

By: \_\_\_\_\_

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: \_\_\_\_\_

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

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## **SOLE SOURCE/SOLE BRAND JUSTIFICATION**

### **OVERVIEW:**

Contracts/Purchasing recognizes that departments often invest a great deal of time and effort in selecting a source or brand, prior to submitting a requisition to Purchasing. Even though the department's review process prior to the submittal of a requisition may be sound, departments may unknowingly discourage free and open competition by requesting a single vendor or product. Additionally, the County is bound by both federal and local laws as well as County Policies of which County Staff may be not be aware of. The lack of an effective means of communication between buyer and requesting departments can lead to both lost time in completing the requisition as well as possible adverse legal actions towards both the County and the requesting staff member. Purchasing can be an effective partner in a competitive review process given adequate time and involvement in your requirement definitions.

In an effort to expedite sole source/brand requisition requests through purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form and attach it to your requisition. If sole source/brand justification is warranted and accepted by Purchasing, the requisition will be processed for the sole source/brand as requested.

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Rather than merely a shift of the review process and burden, this process acknowledges the significant effort a department may undertake when identifying a vendor or brand, and provides you with the method by which to make your requisitioning efforts more efficient under sole source/brand conditions.

Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

In order for us to accept a request for sole source/brand the certification, the form referenced herein should be made a part of your justification and be signed by an authorized department representative. This certification will remain on file as part of your requisition package for audit purposes.

### **SOLE SOURCE PURCHASING:**

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing.

“Sole Source” purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County.

“Sole Source” purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

The designation of a “Sole Source” supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

### **PROCEDURE:**

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures. As such, our decision is final.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein. Please make copies of the Criteria for Sole Source/Brand form for your future use.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

**County of Monterey**  
**General Services- Contracts/Purchasing Division**  
**JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST**

Purchase Requisition Number : N/A\_\_\_\_\_ Date: October 14, 2021

Description of Item: Contracts and Purchasing Academy Revision

1. Please indicate the following:

Procurement:        ☐     Goods  
                              ☒     Services

(Check One)

☒        Sole Source:    Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is exclusive distributor.

☐        Sole Brand:    Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note:    Sole Source/Sole Brand Requests are not maintained as a standing request.  
            Each request is for a single one-time purchase only.

2. Vendor Selection:

☐        Preferred Vendor  
☒        Sole Source

Vendor Name:        Darryl L. Sink & Associates, Inc  
Address:              One Cielo Vista Place City: Monterey State: CA 93940  
Phone Number:      (831) 640-8348 Fax: (\_\_\_\_\_) \_\_\_\_\_  
Contact Person:     Darryl L. Sink                      Title: President  
Federal Employer #:   \_\_\_\_\_

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

a) Why were product and/or vendor chosen?

On February 25, 2014, the Board approved an Agreement with Darryl L. Sink & Associates, Inc. (DSA), for the development of a Monterey County Contracts & Purchasing Academy in order to improve and create greater efficiency in the contract development and management process. DSA is well acquainted with the ethos of the

Revised:  
March 1, 2006

County of Monterey and maintain the original documents for the Contracts/Purchasing Academy.

- b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

DSA's is a locally based consulting group providing a seasoned team of industry experts with 32 years of experience in the development of training programs. The County has worked with DSA in the recent past and was impressed with the work product. Additional references were contacted and found them to be pleased with DSA's work quality.

- c) Why are these specific features/qualifications required?

Significant parts of the CPA have become obsolete and the method of delivery is out of date. The required changes to the CPA exceeded what Contracts/Purchasing resources could deliver in a timely manner. In addition, the Purchasing Manual requires updating and DSA will provide consultation toward this end.

- d) What other products/services have been examined and/or rejected?

N/A

- e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

The County has worked with DSA in the recent past and was impressed with the work product. Additional references were contacted and found them to be pleased with DSA's work quality.

- f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

The development of the academy focuses on developing solutions to assist in resolving high-level organizational needs; such as increasing productivity and efficiency throughout the contract and purchasing lifecycle, increasing the consistency of contracts and related documents across the County's twenty-seven (27) departments, minimizing the development and approval processing time for contracts, and to increase the likelihood of more favorable pricing and terms in county-wide contracts. In addition, there is a need to update the Board approved Standard Operating Procedures (SOP's) and Purchasing Manual to assist staff in the development of contracts in a more formal and consistent manner. Finally, new processes and procedures have been implemented that require CPA and Purchasing Manual inclusion to assist County employees in developing the necessary skills and knowledge required for the development and accountability of the contract process.

g) Estimated Costs:

The project total NTE amount is \$198,200.

4. Is there an unusual or compelling urgency associated with this project?

- ☐ No  
☒ Yes (Please describe)

The last presentation of the CPA occurred in Summer, 2019. Unfortunately, the Covid pandemic halted the delivery of CM's instructor-led classes as well as a C&P's plan to revise the CPA in early 2020. In May 2021, the Civil Grand Jury provided findings and recommendations in support of the CAO revising the CPA and the Purchasing Manual. The scope of the CPA changes and updates to the Purchasing Manual exceed C/P resources to deliver these items in a timely manner.



**THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR**

---

I hereby certify that:

1. I am an approved department representative, and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

Requestor's Signature

*Debra R. Wilson*

7B741937AA0D41B...

10/17/2021 | 2:03 PM PDT  
Date

Authorized Signature by Department Head

*Dwayne Woods*

4BFB69CD28F4491...

10/18/2021 | 8:24 AM PDT  
Date

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

**Resolution No.:** \_\_\_\_\_

- Adopt a Resolution: )  
a. Authorizing the Acting Contracts/Purchasing Officer to )  
sign an agreement with Darryl L. Sink & Associates, Inc. )  
for the revision of the Monterey County Contracts )  
Academy and consultation for updating the Purchasing )  
Manual for a not to exceed amount of \$198,200; and, )  
b. Directing the Auditor-Controller to amend the FY 2021- )  
22 Adopted Budget for Contracts/Purchasing 001- )  
CAO002-8047, increasing appropriations by \$169,351, )  
financed by General Fund Productivity Investment )  
Program Assignment 001-3125 (4/5th vote). )  
)

WHEREAS, on February 25, 2014, the Board approved an Agreement with Darryl L. Sink & Associates, Inc. (DSA), for the development of a Monterey County Contracts & Purchasing Academy (CPA); and,

WHEREAS, the DSA designed and developed the award-winning CPA (which we refer to as CPA Version 1.0), and Contracts/Purchasing delivered the CPA to the target audience across the County's twenty-seven (27) departments; and,

WHEREAS, the last presentation of the CPA occurred in Summer, 2019, and due the Covid pandemic, halted the delivery of the Contract Academy's instructor-led classes as well as a Contracts/Purchasing plan to revise the CPA in early 2020; and,

WHEREAS, the CPA focuses on developing solutions to assist in resolving high-level organizational needs; such as increasing productivity and efficiency throughout the contract and purchasing lifecycle, increasing the consistency of contracts and related documents, minimizing the development and approval processing time for contracts, the creation and implementation of Standard Operating Procedures (SOP's) and to increase the likelihood of more favorable pricing and terms in county-wide contracts; and,

WHEREAS, the Purchasing Manual provides policy, guidelines and overall procurement ethos that need to be updated and cross referenced within the CPA; and,

WHEREAS, in May 2021, the Civil Grand Jury provided findings and recommendations in support of the County Administrative Office revising the CPA and updating the Purchasing Manual. The Contracts/Purchasing processes and technologies have changed over the past 6 years, yet the original needs driving the CPA solution have not changed and there are minor changes to the service experience blueprints.

WHEREAS, Contracts/Purchasing has received a proposal from DSA for the revision of a Monterey County Contracts Academy and consultation to update the Purchasing Manual which will 1) add or modify course content, and 2) deliver solutions to the requirements specified by the Grand Jury.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors, in and for the County of Monterey, hereby:

- a. Authorize the Acting Contracts/Purchasing Officer to sign an agreement with Darryl L. Sink & Associates, Inc. for the revision of the Monterey County Contracts Academy and consultation for updating the Purchasing Manual for a not to exceed amount of \$198,200; and,
- b. Direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for Contracts/Purchasing 001-CAO002-8047, increasing appropriations by \$169,351, financed by General Fund Productivity Investment Program Assignment 001-3125.

PASSED AND ADOPTED on this 16<sup>th</sup> day of November 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

**Item No.39**

## Board Report

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

**Legistar File Number: 21-909**

**November 16, 2021**

**Introduced:** 10/18/2021

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** General Agenda Item

a. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for the Monterey County Convention, and Visitors Bureau to develop and implement marketing programs that promote Monterey County as a travel and leisure destination, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$1,716,473; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the MCCVB of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024; and

b. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for the Arts Council for Monterey County to develop and implement cultural arts programs for Monterey County residents and visitors, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$566,436; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the APMC of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024; and

c. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for Monterey County Film Commission to develop and implement programs that promote Monterey County as a film destination and generate increased business, revenue and jobs throughout Monterey County, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$271,775; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the MCFC of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024; and

d. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for Monterey County Business Council to perform all tasks necessary to create and/or retain at least 100 jobs in Monterey County, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$100,000; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the MCBC of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of

funding, until June 30, 2024.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

a. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for the Monterey County Convention and Visitors Bureau to develop and implement marketing programs that promote Monterey County as a travel and leisure destination, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$1,716,473; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the MCCVB of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024; and

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**SUMMARY/DISCUSSION**

On June 1, 2021, the Board approved the FY 2021-2022 funding allocation for the Development Set-Aside Agencies: 1) Monterey County Convention and Visitors Bureau, 2) Arts Council for

Monterey County, 3) Monterey County Film Commission and, 4) Monterey County Business Council, for a total amount of \$2,654,684.

With regards to funding allocations for FY 2022-2023 and FY 2023-2024 approval of an allocation by the Board of Supervisors would serve to authorize extension of the agreement.

The Development Set-Aside (DSA) Program was established by the Board of Supervisors to support and promote economic development through tourism promotion, filmmaking, cultural arts programs, small business outreach that strengthen the workforce, and through other programs that broaden the County's economic base to increase revenue and promote the creation and retention of jobs.

These Agreements provide funding for programmatic efforts which complement existing economic priorities of the Board of Supervisors strategic initiatives as described below:

- The Monterey County Convention and Visitors Bureau (MCCVB) acts as the County's marketing channel to maximize the benefits of tourism to the County of Monterey by implementing programs that promote the Monterey County brand. The primary goal of MCCVB's Marketing Communications department is to inspire and increase overnight visitation amongst Leisure, Group and International travelers. The MCCVB shall market Monterey County through public relations, social media, and advertising programs to increase awareness and desire to visit Monterey County. It will do so by increasing web visits and earned media; by procuring group sales and group bookings; and through providing visitor information services with focus on increasing Transient Occupancy Tax revenue by persuading visitors to extend their stays.
- The Arts Council for Monterey County shall develop jobs and business opportunities in the art sector through creative impact grants, training, and promotion to artists' networks and associations. It shall increase public/private partnerships with partner hotels, partner districts, and partner schools to broaden the customer base of partner businesses. It shall leverage County investment by increasing funding from foundations, small businesses, and individuals, and swelling earned revenue from the sale of artwork. It shall expand workforce development opportunities that focus on increasing the number of students ready to work in the arts.
- The Monterey County Film Commission shall boost film industry outreach by increasing the number of inquiries that have positive results; tracking the number of media productions occurring in Monterey County, and raising the total funds spent in Monterey County from film production. It shall expand education and workforce opportunities by increasing the number of Monterey County film site locations and enhancing film-related job skills.
- The Monterey County Business Council (MCBC) shall create or retain jobs through business expansion and businesses receiving assistance from the Monterey Bay Procurement and Technical Assistance Center and assist small businesses and local entrepreneurs to secure government contracts. MCBC shall continue to educate and engage the public through events, e.g., the Annual Higher Education & Research Summit and Annual Economic Vitality

Awards, and host various business advocacy events, Leadership Monterey County, and business luncheons.

The DSA Agencies Agreements/Scope of Services provide the detailed services, programs, and performance measures.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has approved the Agreements as to form.

**FINANCING:**

Funds for the DSA Agreements, in the cumulative amount of \$2,654,684, have been included in the FY 2021-22 Adopted Budget, Fund 001, Department 1050, Unit 8512.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Development Set-Aside economic development partners provide programs and services that support the Board approved Strategic Initiatives:

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

Prepared by: Richard Vaughn, Economic Development Manager ext. 5602

Approved by: Dewayne Woods, Assistant County Administrative Officer ext. 5309

Attachments:

Board Report  
ACMC\_FY2021-22\_Standard Agreement  
ACMC\_FY2021-22\_Agreement\_Exhibit A  
ACMC\_FY2021-22\_Agreement\_Exhibit B  
MCBC\_FY2021-22\_Standard Agreement  
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MCFC\_FY2021-22\_Standard Agreement  
MCFC\_FY2021-22\_Agreement\_Exhibit A  
MCFC\_FY2021-22\_Agreement\_Exhibit B







# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: 21-909**

**November 16, 2021**

**Introduced:** 10/18/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

a. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for FY 2021-22 Development Set-Aside Agencies Standard Agreement for the Monterey County Convention, and Visitors Bureau to develop and implement marketing programs that promote Monterey County as a travel and leisure destination, for the period of one (1) year, for the term retroactive to July 1, 2021 through June 30, 2022, in the amount not to exceed \$1,716,473; and authorize the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to notify the MCCVB of up to two (2) one (1) year extensions of this agreement, to be effective upon Board approval of funding, until June 30, 2024; and

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**RECOMMENDATION:**

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**SUMMARY/DISCUSSION**

On June 1, 2021, the Board approved the FY 2021-2022 funding allocation for the Development Set-Aside Agencies: 1) Monterey County Convention and Visitors Bureau, 2) Arts Council for Monterey County, 3) Monterey County Film Commission and, 4) Monterey County Business Council,

for a total amount of \$2,654,684.

With regards to funding allocations for FY 2022-2023 and FY 2023-2024 approval of an allocation by the Board of Supervisors would serve to authorize extension of the agreement.

The Development Set-Aside (DSA) Program was established by the Board of Supervisors to support and promote economic development through tourism promotion, filmmaking, cultural arts programs, small business outreach that strengthen the workforce, and through other programs that broaden the County's economic base to increase revenue and promote the creation and retention of jobs.

These Agreements provide funding for programmatic efforts which complement existing economic priorities of the Board of Supervisors strategic initiatives as described below:

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- The Monterey County Business Council (MCBC) shall create or retain jobs through business expansion and businesses receiving assistance from the Monterey Bay Procurement and Technical Assistance Center and assist small businesses and local entrepreneurs to secure government contracts. MCBC shall continue to educate and engage the public through events, e.g., the Annual Higher Education & Research Summit and Annual Economic Vitality Awards, and host various business advocacy events, Leadership Monterey County, and

Legistar File Number: 21-909

business luncheons.

The DSA Agencies Agreements/Scope of Services provide the detailed services, programs, and performance measures.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has approved the Agreements as to form.

**FINANCING:**

Funds for the DSA Agreements, in the cumulative amount of \$2,654,684, have been included in the FY 2021-22 Adopted Budget, Fund 001, Department 1050, Unit 8512.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Development Set-Aside economic development partners provide programs and services that support the Board approved Strategic Initiatives:

X Economic Development

\_\_ Administration

X Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Richard Vaughn, Economic Development Manager ext. 5602

DocuSigned by:  
Richard Vaughn  
154D340C87824B7...

Approved by: Dewayne Woods, Assistant County Administrative Officer ext. 5309

DocuSigned by:  
Dewayne Woods  
4BFB69CD28F4491...

Attachments:

Board Report

ACMC\_FY2021-22\_Standard Agreement

ACMC\_FY2021-22\_Agreement\_Exhibit A

ACMC\_FY2021-22\_Agreement\_Exhibit B

MCBC\_FY2021-22\_Standard Agreement

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MCCVB\_FY2021-22\_Standard Agreement

MCCVB\_FY2021-22\_Agreement\_Exhibit A

MCCVB\_FY2021-22\_Agreement\_Exhibit B

MCFC\_FY2021-22\_Standard Agreement

MCFC\_FY2021-22\_Agreement\_Exhibit A

MCFC\_FY2021-22\_Agreement\_Exhibit B

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Arts Council for Monterey County (ACMC)

---

(hereinafter “CONTRACTOR”).

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Develop and implement cultural arts program for Monterey County residents and visitors.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 566,436 FY21-22

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from July 1, 2021 to June 30, 2024 subject to extension, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** FY 2021-2022 Annual Work Plan and Budget

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.



- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Richard Vaughn, Economic Development Manager	Jacque Atchison, Executive Director
Name and Title	Name and Title
168 W. Alisal St. Salinas, CA 93901	1123 Fremont Blvd. Suite C Seaside, CA 93955
Address	Address
(831) 784-5602	(831) 622-9060 ext. 104
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this



Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

#### **17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

#### **17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By:

DocuSigned by:

Kristi Markey

C21D52A9D6304109 County Counsel

Date: 10/15/2021 | 11:57 AM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:

Gary Giboney

D3834BFEC1D8449 Auditor/Controller

Date: 10/15/2021 | 1:43 PM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By:

DocuSigned by:

Leslie J. Girard

2EF8DC76EE9B44F Risk Management

Date: 10/15/2021 | 1:19 PM PDT

**CONTRACTOR**

chair

Contractor/Business Name \*

By:

DocuSigned by:

Laurie Bond

(Signature of Chair, President, or Vice-President)  
Chair

Date:

9/28/2021 | 12:15 PM PDT  
Name and Title

By:

DocuSigned by:

Natalie Rana

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or  
Asst. Treasurer)

Treasurer

Date:

9/28/2021 | 12:29 PM PDT  
Name and Title

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

**EXHIBIT-A**

**Agreement by and between the County of Monterey, through its  
County Administrative Office hereinafter referred to as "County"  
AND  
Arts Council for Monterey County (ACMC), hereinafter referred to as  
"CONTRACTOR"**

**Scope of Services / Payment Provisions**

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2021. This Exhibit A governs work to be performed under the above referenced Agreement, the nature of the working relationship between County, and CONTRACTOR, and specific obligations of the CONTRACTOR.

**A. SCOPE OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and in ACMC FY2021-22 Exhibit B, attached hereto:

**B. PAYMENT PROVISIONS: COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS****1. Term of Agreement**

The term of the Agreement shall be for one (1) fiscal year, with the option of two (2) extensions for additional periods of one (1) fiscal year, extending the Agreement to June 30, 2024. Such extensions shall be conditioned upon approval by the Board of Supervisors of County of an allocation of funds to CONTRACTOR for the purposes stated in this Agreement. County shall notify CONTRACTOR in writing of the County's action to extend this Agreement and the dollar amount allocated for the fiscal year, with the corresponding amendment to Section 2.0 of the Agreement, Payment Provisions, to reflect the new dollar amount.

**2. Invoices**

CONTRACTOR shall submit quarterly invoices. Compensation shall be paid to CONTRACTOR in four quarterly installments in the amount equal to 1/4th of the total allocated above. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A above.

**3. Standard Payment Schedule**

The Auditor-Controller shall pay the monthly invoice within 30 days of receipt. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

**4. Quarterly Performance Reports**

CONTRACTOR shall produce the following quarterly performance reports in a format provided by County. The performance report shall be in a format that is easy to understand

that can be shared with the Economic Opportunity Committee and the Board of Supervisors. Each quarterly performance report shall identify the achievement, to-date, of the performance criteria specified in Section A, subsections (1) through (3).

<b><u>Due Date</u></b>	<b><u>Report Period</u></b>
October 29, 2021	July 1, 2021 – September 30, 2021 (1 <sup>st</sup> Qtr. Report)
January 29, 2022	October 1, 2021 – December 31, 2021 (2 <sup>nd</sup> Qtr. Report)
April 29, 2022	January 1, 2022 – March 31, 2022 (3 <sup>rd</sup> Qtr. Report)
July 29, 2022	April 1, 2022 – June 30, 2022 (4 <sup>th</sup> Qtr. Report)
October 29, 2022	July 1, 2022 – September 30, 2022 (1 <sup>st</sup> Qtr. Report)
January 29, 2023	October 1, 2022 – December 31, 2022 (2 <sup>nd</sup> Qtr. Report)
April 29, 2023	January 1, 2023 – March 31, 2023 (3 <sup>rd</sup> Qtr. Report)
July 29, 2023	April 1, 2023 – June 30, 2023 (4 <sup>th</sup> Qtr. Report)
October 29, 2023	July 1, 2023 – September 30, 2023 (1 <sup>st</sup> Qtr. Report)
January 29, 2024	October 1, 2023 – December 31, 2023 (2 <sup>nd</sup> Qtr. Report)
April 29, 2024	January 1, 2024 – March 31, 2024 (3 <sup>rd</sup> Qtr. Report)
July 29, 2024	April 1, 2024 – June 30, 2024 (4 <sup>th</sup> Qtr. Report)

5. **Annual Work Plan and Budget**

The CONTRACTOR shall submit an Annual Work Plan and Budget on the date noted below for review and approval by the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC.

<b><u>Due Date</u></b>	<b><u>Report Period</u></b>
April 29, 2022	FY 2022-23 Annual Work Plan and Budget
April 29, 2023	FY 2023-24 Annual Work Plan and Budget

6. **Determination of Compliance**

CONTRACTOR is expected to substantially meet or exceed the stated goals, objectives, tasks and performance measures. CONTRACTOR is expected to provide various reports, documents, plans, and other deliverables in a timely manner. Furthermore, CONTRACTOR is expected to cooperate with County staff, the Economic Opportunity Committee, and the Board of Supervisors in conducting its responsibilities under this Agreement.

The determination of whether performance meets standard is at the sole judgment of County. County will review periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

In the event County determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedy. These remedies could include, but are not limited to, requiring a corrective action plan, disallowance of costs, changing the compensation schedule, reduction of future allocations, and/or termination of the Agreement.

7. **Modifications to the Scope of Work**

The Assistant County Administrative Officer or his/her designee may approve modifications to the specific tasks described in the Scope of Work with the concurrence of the County's Budget Committee. Such modifications must be in writing. Any modification to compensation must be approved by the Board of Supervisors.

8. **CONTRACTOR Finances, Budget, Audits and Financial Statements**

CONTRACTOR is expected to operate in a financially sound manner in accordance with generally accepted accounting principles. This is a requirement of eligibility to receive an allocation from County. By signing this Agreement, CONTRACTOR acknowledges that this requirement is met.

CONTRACTOR agrees that its Board of Directors will approve an annual budget applicable to its CONTRACTOR'S fiscal year. A copy of that adopted budget will be provided to County with 10 business days after its adoption.

CONTRACTOR shall provide County with a copy of its most recent financial review summary letter from the CONTRACTOR'S CPA and subsequent annual financial reviews that may be completed during this Agreement's duration. Such audits shall be provided within 10 business days of their presentation to the Board of Directors.

CONTRACTOR shall provide County with financial statements covering the end of each quarterly reporting period of CONTRACTOR'S fiscal year. Such statements shall be provided with the Quarterly Reports based on the schedule detailed in B3. County reserves the right to request more frequent financial statements which shall be provided by CONTRACTOR within 10 business days if such request is made.

CONTRACTOR agrees to notify County if there any budget or financial issues that are likely to materially adversely affect the ability of CONTRACTOR to achieve the Scope of Work in Section A. Such notification shall be made in a timely manner, which shall be construed as no later than 10 days after such information is made available to the Board of Directors.

9. **Acknowledgement of County Funding**

The County shall be acknowledged for the funding support to CONTRACTOR and explicit funding support for any project, event or initiative funded by the Agreement. This acknowledgement shall be included in any written materials, advertisements or banners associated with the project, event or initiative where it is customary to list sponsors. It is CONTRACTOR'S responsibility to pass this requirement through to its Subcontractors or funded organizations that may be involved in any project, event or initiative funded by County. CONTRACTOR shall ensure their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by County as ineligible to receive future funds.

10. **Written Publications**

CONTRACTOR shall provide County with a copy of any final written or visual publication and any other work product (e.g. print advertisement) that is funded in whole or in part by this agreement. CONTRACTOR'S website shall prominently display that the

County is a major funding partner or contributor to CONTRACTOR. Said documents shall be provided within 10 business days of their publication.

**11. Unincorporated Area Representation and Service**

CONTRACTOR is encouraged to include on its Board individuals who reflect the interests of unincorporated areas of the County of Monterey and ensure that CONTRACTOR'S services apply to unincorporated as well as incorporated areas of the County. A list of current Board Members shall be included in the periodic reports required.

**12. Presentations**

CONTRACTOR shall be required to provide periodic presentations to the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC with reasonable advance notification. In addition, CONTRACTOR is expected to attend meetings of the bodies upon request.

**13. Submittal of Communications, Documents, Reports and Other Deliverable**

Submittals shall be submitted to the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to the following address:

Attention: Richard Vaughn, Economic Development Manager  
County of Monterey  
County Administrative Office  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901



## COUNTY OF MONTEREY DSA WORK PLAN 2021-2022 \$566,436

*The mission of the Arts Council for Monterey County (Arts4MC) is to improve the quality of life for everyone in our region through the arts.*

In 2018, the total economic impact of the creative cultural sector in Monterey County was \$1.6 billion, inclusive of the economic activity of sector enterprises and the economic activity of audiences and participants who visited these enterprises. The sector was directly responsible for 8,150 Full Time Equivalent (FTE) jobs. Between 2015 and 2018, the sector grew by 9%. It was the 8th largest employment sector in the County.

According to a recent study by John Hopkins University, the nonprofit creative sector was the **hardest hit sector** in the economy. Unlike restaurants that could still provide take out service, the arts came to a screeching halt. It will take years for recovery and people to feel comfortable attending festivals or indoor events. The arts are “second responders” - we are mental health providers (especially during quarantine), we keep kids in school and out of gangs, we serve veterans, we offer accessible programs to underserved seniors and at-risk youth.

2020 was a year of surviving and sustaining - we now need to focus on re-starting and re-building, and it will take many years to return to the economic impact prior to the pandemic. For the next few years, we must invest in our artists and arts organizations to rebuild the arts and cultural sector for our community. We know that arts play a crucial role in healing, connection and social engagement.

But what does that mean for the arts—an industry where 40% of cultural organizations have used reserves, over half of all creative workers report having no savings left, and where there may be a serious challenge getting the engine restarted without assistance? We need to prioritize a one-two punch: relief funding to get both creative businesses and individual workers on their feet and also recovery funding to provide a “runway” to get production up and running again. If we can achieve that, we could strategize how to ride a cultural boom created from pent-up demand. If we can’t, our doors won’t be ready to reopen and our products won’t be ready to sell, which will be problematic to both the creative economy and local economies of all types.

[ArtsFund’s Economic Impact Study](#) reminds us that arts and cultural organizations advance many strategies used by private, public, and philanthropic leaders to strengthen communities. The findings show the ripple effect of the arts in supporting a thriving economy as well as building more connected communities, elevating the quality of life, and defining regional and civic identity. Whether your focus is on strengthening the economy, enhancing education, improving outcomes for youth, talent acquisition and retention, or building stronger neighborhoods, the arts can be a robust tool to achieve your goals.

Arts4MC plans to continue being a leading resource agency to re-starting the arts by providing the necessary funding and resources to support and heal our community, through the arts.



### **Goal 1: Capacity Building / Business Retention \$323,536**

The Arts Council recently contracted with Arts Market to conduct an Economic Impact on the arts sector in Monterey County so we had the full picture of how the Covid-19 pandemic has impacted the arts, specifically performing arts and museums. As you can expect, it has been devastating - 93% reduction in earned revenue due to closures and cancellation of programs and events, 72.5% reduction in workforce and 69% reduction in economic output. This report estimates it may take up to 15 years for recovery, and approximately 30 of our arts organizations may not survive.

During the pandemic, many organizations used their reserves and donations to survive, and keep the lights on. They now need time and funding to ramp up again once things open up. In the meantime, the Arts Council will encourage funders to provide unrestricted capital to support these most vulnerable organizations.

#### **Measures:**

1. Provide approximately fifty (50) unrestricted operating support grants to the most vulnerable arts organizations who need “rebound” capital to restart their arts programs and events.
2. Expand affordable co-op art studio spaces to two (2) additional spaces in other cities - through innovative partnerships with local property owners; and provide free marketing and professional development programs for the approximately 30-40 local emerging artists to build and launch their art business. Our pilot program, the ArtWorks @Pacific Grove in the American Tin Cannery brings vitality to the community and provides the tools to emerging artists to begin their art business, but will be closing this summer to convert into a luxury hotel, leaving 17 artists without studios to build their art business. We must find permanent locations for these artists and the more than 30 artists on our waiting list. We plan to locate one space on the Monterey Peninsula and another in the Salinas Valley.
3. Organize the first Monterey County Poet Laureate program to increase visibility of the arts in our community. We will establish a Poet Laureate Commission composed of volunteers including county residents, noted poets, professors of poetry and literature, librarians, and other leaders of cultural institutions, to review the nominations process, requirements and qualifications of the candidates, vets nominations and participate in interviewing finalists. The Arts Council is ultimately responsible for forwarding final recommendations to the Board of Supervisors.

### **Goal 2: Economic Development / Tourism: \$119,700**

The arts make communities vibrant, welcoming, and desirable to visitors from all over the world. Cultural places and events are magnetic, attracting not only artists but families, travelers and businesses. Creative placemaking—the gravitational effect of culture on neighborhoods—positively impacts local economies and quality of life. It creates jobs and stimulates commercial traffic, all of which leverage neighborhood revitalization, attract diverse populations and strengthen communities. Capitalizing on these effects of creative placemaking requires strong public-sector support.

Artists, nonprofits, & cultural groups will maximize their reach & deepen impact through our grant funding, training & consultations.

According to a 2018 study by ArtsMarket, Inc., the economic impact of the creative-cultural sector in Monterey County generated approximately \$1.6 billion in business activity. This is due to spending that cultural organizations make in the process of supplying their services - 93% of which is spent locally - and spending of cultural patrons. Ticket sales accounted for one-third of patron spending, with the remaining two-thirds spent in restaurants, transportation, hotels, retail shops and childcare.

In addition to directly employing people, cultural organizations create jobs through their business activities and patron expenditures, supporting 14,278 direct and indirect jobs in Monterey County, producing \$703 million in labor earnings and benefits, while generating \$98 million in state and county tax revenue. These impacts create a ripple effect of economic activity throughout the county.

**Measures:**

1. Deepen visitor engagement by 10% by increasing online advertising, expanding social media and creating specialized apps such as self-guided tours (Cultural Road Trips).
2. Support at least five (5) festivals or concerts through grants, consultations and promotion that are economic drivers in the county (e.g., Monterey Jazz Festival, Monterey Symphony, Greenfield Harvest Festival)
3. Increase capacity for at least ten (10) local nonprofits to expand art programs through grants and technical assistance consulting (e.g. Alisal Center for Fine Arts, Spector Dance).

**Goal 3: Business/ Workforce Development \$64,100**

The arts provide the critical-thinking, communications and innovation skills essential to a productive 21st-century workforce. The arts create jobs and produce tax revenue. For every dollar invested in the arts, \$6 dollars are returned in tax revenue. A strong arts sector is an economic asset that stimulates business activity, attracts tourism and expands a state's work force and tax base. The arts have been shown to be a successful and sustainable strategy for revitalizing rural areas, cities and populations struggling with poverty.

Expand opportunities for Monterey County residents with barriers (low income, at- risk, limited transportation, limited language or learning disabilities) to become more valuable and competitive by linking artists and arts programs with business and training opportunities. Individuals with these skills can also develop their own businesses, further diversify, and strengthen our economy. Nonprofit arts organizations are also uniquely committed to providing the first opportunities for workers with barriers to employment.

**Measures:**

1. Provide at least two (2) professional development programs for teaching artists, including a segment at the annual Arts Education Summit, which highlights opportunities in arts education for new teachers, and share links on our website and social media for job announcements.

2. Provide at least two (2) opportunities for visual artists to create public art and large-scale community projects by facilitating civic contracts and developing teams of adult experts and young emerging artists, plus curating annual art exhibition at County Government Center.
3. Support two significant permanent installations increasing appeal to partner district through commissions with emerging businesses and artists (City of Soledad, Sand City).

A strong, vital and responsive arts sector in Monterey County can protect our brand - as a diverse, safe, vibrant, engaging and beautiful place to live, work and play. An exciting and dynamic arts and culture sector will ensure that the county's financial incentives and development policies will attract complementary businesses, support a wide range of small businesses, make a lasting impact, and benefit the broadest number of residents.

#### **Goal 4: Business Development \$59,100**

The arts are a dynamic contributor to the small-business sector. The creative industries are composed of many talented workers who are self-employed, freelancers or employed by microenterprises. According to the National Endowment for the Arts (NEA) analysis of U.S. Census occupational data, artists are nearly 3.5 times more likely than the total U.S. workforce to be self-employed (33.6% vs. 9.8%). Many nonprofit arts organizations, too, are small businesses and play an important role in training creative workers and incubating artistic enterprises.

#### **Measures:**

1. Support five (5) emerging artists to launch new businesses through grant support and mentorship (examples: travel support to a national competition, material support for a first solo exhibition, etc.).
2. Increase marketing of new emerging artists and arts businesses.
3. Provide at least (2) free professional development programs on starting and building arts businesses.

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Monterey County Business Council (MCBC)

---

(hereinafter “CONTRACTOR”).

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Perform all tasks necessary to create and/or retain at least 100 jobs in Monterey County.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,000 FY21-22

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from July 1, 2021 to June 30, 2024 subject to extension, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** FY 2021-2022 Annual Work Plan and Budget

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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



coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Richard Vaughn, Economic Development Manager	Kimbley Craig, President & CEO
Name and Title	Name and Title
168 W. Alisal St. Salinas, CA 93901	P.O. Box 2746 Monterey, CA 93942
Address	Address
(831) 784-5602	(831) 216-3020
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

#### **17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

#### **17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By:

DocuSigned by:  
Kristi Markey

County Counsel

Date:

10/26/2021 | 10:15 AM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:  
Gary Giboney

Auditor/Controller

Date:

11/8/2021 | 1:07 PM PST

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By:

DocuSigned by:  
[Signature]

Risk Management

Date:

11/8/2021 | 1:06 PM PST

**CONTRACTOR**

Monterey County Business Council

Contractor/Business Name \*

By:

DocuSigned by:  
Kimbley Craig

(Signature of Chair, President, or Vice-President)  
President

Date:

Name and Title  
9/24/2021 | 11:15 AM PDT

By:

DocuSigned by:  
Chris Steinbrenner

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or  
Asst. Treasurer)

Treasurer

Date:

Name and Title  
9/24/2021 | 11:30 AM PDT

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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



**EXHIBIT-A**

**To Agreement by and between  
the County of Monterey, hereinafter referred to as  
“County” AND  
Monterey County Business Council (MCBC), hereinafter  
referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2021. This Exhibit A governs work to be performed under the above referenced Agreement, the nature of the working relationship between County, and CONTRACTOR, and specific obligations of the CONTRACTOR.

**A. SCOPE OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and in MCBC FY2021-22 Exhibit B, attached hereto:

**B. PAYMENT PROVISIONS: COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS****1. Term of Agreement**

The term of the Agreement shall be for one (1) fiscal year, with the option of two (2) extensions for additional periods of one (1) fiscal year, extending the Agreement to June 30, 2024. Such extensions shall be conditioned upon approval by the Board of Supervisors of County of an allocation of funds to CONTRACTOR for the purposes stated in this Agreement. County shall notify CONTRACTOR in writing of the County's action to extend this Agreement and the dollar amount allocated for the fiscal year, with the corresponding amendment to Section 2.0 of the Agreement, Payment Provisions, to reflect the new dollar amount.

**2. Invoices**

CONTRACTOR shall submit quarterly invoices. Compensation shall be paid to CONTRACTOR in four quarterly installments in the amount equal to 1/4th of the total allocated above. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A above.

**3. Standard Payment Schedule**

Payment shall be made by COUNTY automatically on the 1st of each fiscal quarter. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

**4. Quarterly Performance Reports**

CONTRACTOR shall produce the following quarterly performance reports in a format provided by County. The performance report shall be in a format that is easy to understand that can be shared with the Economic Opportunity Committee and the

Board of Supervisors. Each quarterly performance report shall identify the achievement, to-date, of the performance criteria specified in Section A, subsections (1) through (3).

<b><u>Due Date</u></b>	<b><u>Report Period</u></b>
October 29, 2021	July 1, 2021 – September 30, 2021 (1 <sup>st</sup> Qtr. Report)
January 29, 2022	October 1, 2021 – December 31, 2021 (2 <sup>nd</sup> Qtr. Report)
April 29, 2022	January 1, 2022 – March 31, 2022 (3 <sup>rd</sup> Qtr. Report)
July 29, 2022	April 1, 2022 – June 30, 2022 (4 <sup>th</sup> Qtr. Report)
October 29, 2022	July 1, 2022 – September 30, 2022 (1 <sup>st</sup> Qtr. Report)
January 29, 2023	October 1, 2022 – December 31, 2022 (2 <sup>nd</sup> Qtr. Report)
April 29, 2023	January 1, 2023 – March 31, 2023 (3 <sup>rd</sup> Qtr. Report)
July 29, 2023	April 1, 2023 – June 30, 2023 (4 <sup>th</sup> Qtr. Report)
October 29, 2023	July 1, 2023 – September 30, 2023 (1 <sup>st</sup> Qtr. Report)
January 29, 2024	October 1, 2023 – December 31, 2023 (2 <sup>nd</sup> Qtr. Report)
April 29, 2024	January 1, 2024 – March 31, 2024 (3 <sup>rd</sup> Qtr. Report)
July 29, 2024	April 1, 2024 – June 30, 2024 (4 <sup>th</sup> Qtr. Report)

5. **Annual Work Plan and Budget**

The CONTRACTOR shall submit an Annual Work Plan and Budget on the date noted below for review and approval by the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC.

<b><u>Due Date</u></b>	<b><u>Report Period</u></b>
April 29, 2022	FY 2022-23 Annual Work Plan and Budget
April 29, 2023	FY 2023-24 Annual Work Plan and Budget

6. **Determination of Compliance**

CONTRACTOR is expected to substantially meet or exceed the stated goals, objectives, tasks and performance measures. CONTRACTOR is expected to provide various reports, documents, plans, and other deliverables in a timely manner. Furthermore, CONTRACTOR is expected to cooperate with County Staff, the Economic Opportunity Committee, and the Board of Supervisors in conducting its responsibilities under this Agreement.

The determination of whether performance meets standard is at the sole judgment of County. County will review periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

In the event County determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedy. These remedies could include, but are not limited to, requiring a

corrective action plan, disallowance of costs, changing the compensation schedule, reduction of future allocations, and/or termination of the Agreement.

7. **Modifications to the Scope of Work**

The Assistant County Administrative Officer or his/her designee may approve modifications to the specific tasks described in the Scope of Services with the concurrence of the Administrative Committee of the Monterey County Economic Opportunity Committee. Such modifications must be in writing. Any modifications to compensation and to the Scope of Services must be approved by the Board of Supervisors.

8. **CONTRACTOR Finances, Budget, Audits and Financial Statements**

CONTRACTOR is expected to operate in a financially sound manner in accordance with generally accepted accounting principles. This is a requirement of eligibility to receive an allocation from County. By signing this Agreement, CONTRACTOR acknowledges that this requirement is met.

CONTRACTOR agrees that its Board of Directors will approve an annual budget applicable to its CONTRACTOR'S fiscal year. A copy of that adopted budget will be provided to County with 10 business days after its adoption.

CONTRACTOR shall provide County with a copy of its most recent financial review summary letter from the CONTRACTOR'S CPA and subsequent annual financial reviews that may be completed during this Agreement's duration. Such audits shall be provided within 10 business days of their presentation to the Board of Directors.

CONTRACTOR shall provide County with financial statements covering the end of each quarterly reporting period of CONTRACTOR'S fiscal year. Such statements shall be provided with the Quarterly Reports based on the schedule detailed in B3. County reserves the right to request more frequent financial statements which shall be provided by CONTRACTOR within 10 business days if such request is made.

CONTRACTOR agrees to notify County if there any budget or financial issues that are likely to materially adversely affect the ability of CONTRACTOR to achieve the Scope of Work in Section A. Such notification shall be made in a timely manner, which shall be construed as no later than 10 days after such information is made available to the Board of Directors.

9. **Acknowledgement of County Funding**

The County shall be acknowledged for the funding support to CONTRACTOR and explicit funding support for any project, event or initiative funded by the Agreement. This acknowledgement shall be included in any written materials, advertisements or banners associated with the project, event or initiative where it is customary to list sponsors. It is CONTRACTOR'S responsibility to pass this requirement through to its Subcontractors or funded organizations that may be involved in any project, event or initiative funded by County. CONTRACTOR shall ensure their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by County as ineligible to receive future funds.

10. **Written Publications**

CONTRACTOR shall provide County with a copy of any final written or visual publication and any other work product (e.g. print advertisement) that is funded in whole or in part by this agreement. CONTRACTOR'S website shall prominently display that the County is a major funding partner or contributor to CONTRACTOR. Said documents shall be provided within 10 business days of their publication.

11. **Unincorporated Area Representation and Service**

CONTRACTOR is encouraged to include on its Board individuals who reflect the interests of unincorporated areas of the County of Monterey and ensure that CONTRACTOR'S services apply to unincorporated as well as incorporated areas of the County. A list of current Board Members shall be included in the periodic reports required.

12. **Presentations**

CONTRACTOR shall be required to provide periodic presentations to the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC with reasonable advance notification. In addition, CONTRACTOR is expected to attend meetings of the bodies upon request.

13. **Submittal of Communications, Documents, Reports and Other Deliverable**

Submittals shall be submitted to the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to the following address:

Attention: Richard Vaughn, Economic Development Manager  
County of Monterey  
County Administrative Office  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901



# **WORKPLAN**

## **2021 -2022**

**(Revised 9.3.21)**

### **MCBC Mission**

Forging cross-sector alliances to build a vibrant and prosperous  
Monterey County business community.

## **BACKGROUND AND OVERVIEW**

The Monterey County Business Council (MCBC) is a 501(c)(6) nonprofit corporation comprised of professionals from business, government and education working together on countywide issues. All 12 cities in Monterey County are members. Since its founding in 1995, the membership only organization has promoted the concept of private-public partnerships by bringing business experience and techniques to the public arena in order to bolster workforce and economic development. As we venture into our third decade of work, the MCBC is at the forefront of fostering and developing regional assets and collaboration in areas such as economic growth, workforce, broadband deployment, leadership development, and an inventory of assets to better help create and retain jobs and businesses in Monterey County. The MCBC serves both business and government by providing collaborative leadership, promoting sustainability and global competitiveness of existing and emerging businesses, while reflecting our strong commitment to economic vitality, the environment and quality of life.

The MCBC's economic development efforts were greatly enhanced in 2012 when it created and became the host organization for the Monterey Bay Procurement Technical Assistance Center (PTAC). The Monterey Bay PTAC's mission is to improve the economic condition of our region by assisting small and medium size businesses in applying for and obtaining local, state and federal government contracts. The Monterey Bay PTAC provides procurement technical assistance to help companies sell their products or services to the appropriate government agency by offering confidential counseling at no cost to the client. The core of the procurement assistance program is counseling and education. The Monterey Bay PTAC is staffed with counselors experienced in government contracting and provides a wide range of services, including classes, individual counseling and easy access to bid opportunities, contract specifications, procurement histories, and other information necessary to successfully compete for government contracts. Our PTAC counselors have backgrounds in government acquisition, and all receive ongoing training to keep pace with continually evolving acquisition procedures and policies.

The Monterey Bay PTAC will continue to develop partnerships with government agencies, universities, community colleges, local economic development entities, small business development centers and other business programs or local institutions providing additional contracting opportunities. It will also continue to educate area businesses on opportunities for obtaining and performing under federal, state and local contracts by providing workshops and training in collaboration with groups such as the California State University, Monterey Bay (CSUMB) Small Business Development Center (SBDC) and regional chambers of commerce.

In 2018, MCBC launched Leadership Monterey County. Previously, there were two leadership training organizations in the county, Leadership Salinas Valley and Leadership Monterey Peninsula. MCBC offered to take the lead to merge the two into a county-wide program and formulated a new 501(c)(3) organization with a board of directors comprised of board members of the Salinas Valley Chamber of Commerce and former board members of Leadership Monterey Peninsula. Graduates of this program are

encouraged to lead in the business, government, education and not-for-profit arenas and enhance the economic vitality of the region. This program is designed to educate future leaders of the Monterey County Economic Opportunity Pillars: Agriculture, Tourism, Education, and Research. Dana Marshall, a graduate of the 2018 program, is the facilitator.

The MCBC's crucial component of our support in furtherance of efforts to prepare our region for the next possible round of Base Closure and Realignment (BRAC). As part of such efforts, MCBC will continue to work with a regional approach by convening and providing administrative and logistical support to its meetings, which include members of the Monterey Bay Defense Alliance and faculty and staff from CSUMB, MIIS, NPS, Defense Manpower Data Center (DMDC), and the U.S. Army Training and Doctrine Command (TRADOC) Analysis Center (TRAC). Participants give updates on their research projects and collaborations, like research into topics such as using social science theory to understand social media data and current and planned research using social media data, such as dealing with foreign and domestic terrorism. Native language capabilities are crucial to such national security efforts. Further, a recent memorandum issued by the Assistant Secretary of Navy (Manpower and Reserve Affairs) Deputy Under Secretary of the Navy (Management) emphasized the Department of Navy's need to create a "data savvy workforce" to ensure the military "stays at the forefront of this rapidly evolving data-centric environment" in which "information sharing, data analytics, and knowledge management touch all aspects of the workforce." The participants in the meetings are at the forefront of such efforts and the MCBC will continue to work with our region's military personnel and facilities to help ensure they remain at the forefront of such work and thereby better prepare to demonstrate that our regional military installations are vital to not only our local economy, but to national defense and security.

MCBC formed the Monterey Bay Defense Alliance with Representative Jimmy Panetta as an advocate for the group on national affairs. The Congressman laid out a series of strategies to help Monterey County retain its military installations. Upcoming meetings will return in June 2021 beginning with Congressman Panetta's introduction of the Annual Regional Economic Impact Report. MBDA meetings have also featured VADM Ann Rondeau of the Naval Postgraduate School and former President COL Phillip Deppert of the Defense Language Institute (now Deputy Director for Congressman Panetta.) This year, we welcomed Dr. Jim Hansen, Superintendent of the United States Naval Research Laboratory - Marine Meteorology Division in Monterey. He directs a broadly based, multi-disciplinary program of scientific research, advanced technology development, and applied research in marine meteorology and related atmospheric sciences to develop new numerical analysis and prediction systems to support Naval operations worldwide.



The MCBC continues to provide administrative support to the Central Coast Broadband Consortium (CCBC), which is dedicated to improving broadband availability, access and adoption in Monterey, Santa Cruz and San Benito Counties. The top priority of the CCBC is providing resources and incentives to telecommunications service providers, including local government agencies, to build broadband infrastructure and extend it throughout our tri-county region. For over ten years, rural and urban regional consortia such as CCBC have been working to promote ubiquitous broadband deployment and to advance broadband adoption in unserved and underserved areas throughout the state. Thanks to the work of the CCBC, a dozen communities in Monterey, San Benito and Santa Cruz counties were identified by the California Public Utilities Commission (CPUC) as high priority areas for broadband infrastructure development. It was the identification of those areas which resulted in success of the Sunesys Project (now known as “Crown Castle Project” because of an acquisition a few years ago) – the deployment of a 91-mile fiber optic backbone down the Salinas Valley along the Highway 101 corridor. Recently, the project has stalled due to squirrel damage to the cable in the Santa Clara Valley. It was the collaborative leadership of the CCBC, MCBC and the University of California, Santa Cruz (UCSC) that resulted in the CPUC in approving a \$10.6 million grant from the California Advanced Services Fund (CASF) to build the network from the UCSC to Watsonville, Moss Landing, Castroville to Salinas and down through Gonzales with a current terminus in Soledad. With the success of the group, fiber has been completely installed from Santa Cruz to Soledad. Recently, Spectrum/Charter Communications has upgraded their network in Gonzales, Soledad, and Greenfield. They continue to work on exceptions for Big Sur and Carmel Highlands and the Highway 68 corridor. Additionally, the City of Gonzales has deployed mobile hotspots throughout the city (in partnership with T-Mobile) to upgrade internet access to residents. MCBC continue to work with regional consortia partners in Salinas Valley on broadband infrastructure to East Salinas and the Alisal to ensure access is available to underserved communities. Understanding and implementing strong broadband is crucial to developing our economy and realizing the promise of an ag tech economy.

MCBC continues to provide support for broadband. Broadband is a critical infrastructure demand for developing business so many representatives from various industries and municipalities voiced their concerns in a productive and constructive manner. Past speakers and panelists have included Sunne McPeak, President and CEO of the California Emerging Technology Fund; Lisa Ludovici, Leslie Humphries and Nancy Castellanos of Charter Communications; Rene Mendez, City Manager, City of Gonzales; Ray Espinoza, CAO, San Benito County; Steve Blum, Central Coast Broadband Consortium; Tony Cricelli, CEO, Redshift; and Todd Porteous, Broker, Manager, Coldwell Banker.

MCBC will continue to advocate for business legislation at both the local and state level. However, it is not the practice of MCBC to endorse candidates. This past fiscal year MCBC testified at city council meetings, authored letters of support for state legislation on broadband infrastructure. Additionally, MCBC was present for business- related issues being presented at City of Monterey, City of Salinas, City of Pacific Grove and County Board of Supervisors meetings, as well as city planning commission meetings and strategic planning sessions for multiple jurisdictions. MCBC is leading efforts on a

countywide “Local First” initiative, which encourages local cities to adopt a local preference policy for purchases by staff at the city. MCBC has met with multiple cities in Monterey County in expanding those guidelines. Monterey County Board of Supervisors and City of Salinas City Council have taken the lead and already have these policies in place, so the efforts will be directed at the remaining 11 cities that do not have it.

Lastly, and certainly not to be underestimated, the pandemic hit and MCBC took a strong lead in providing free webinars to over 2,400 small and large businesses through Zoom webinars for Monterey County business owners. We hope to continue the partnership with the County of Monterey in 2021-2022 with a “Road to Recovery” webinar series that will focus specifically on countywide business retention and employment programs.

MCBC’s success with the pandemic webinars, Monterey Bay PTAC, Leadership Monterey County, Central Coast Broadband Consortium and the Monterey Bay Defense Alliance has resulted in greater awareness of our County’s incredible resources and has broadened our base of assets, collaborations and successful entrepreneurial endeavors.

## **KEY PROGRAMS/PROJECTS**

### **I. Monterey Bay Procurement Technical Assistance Center (PTAC)**

Monterey Bay PTAC Funding Request:      \$50,000.00

The Monterey Bay PTAC is providing free consulting to small and medium businesses in Monterey County, enabling them to apply and win government contracts in all sectors – local, state, and federal agencies. Our PTAC is funded, in part, by a contract with the Defense Logistics Agency (DLA) and a match from the MCBC and its partners. Our local Monterey Bay PTAC has had enormous success nationwide, resulting in the acquisition of 15 other counties in California for counseling assistance. Additionally, the overwhelming success of contracts awarded in Monterey County alone has encouraged our PTAC in confidently increasing our Workplan from the goal in 2018-2019 (\$500,000) and 2019-2020 goal (1000% increase to \$5,000,000) to doubling our efforts once more to \$10,000,000 in local contracts awarded to Monterey County businesses for 2021-2022.

According to the Association of Procurement Technical Centers, nationwide in 2017, PTACs served over 48,000 clients and helped them win over \$20 billion in government contracts and subcontracts. That's a return on investment (ROI) of \$571 for every \$1 in spending!<sup>1</sup>

The continued growth of this program is assured with the increased awareness of local businesses for contracting opportunities with state, local and federal governmental agencies.

#### Monterey Bay PTAC Performance Measures:

100 new jobs created and/or retained. \$10,000,000.00 in new contracts awarded for Monterey County small and medium-sized businesses.

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<sup>1</sup> <http://www.aptac-us.org/contracting-assistance/successes/>

## **II. Increase Small and Medium Size Business Outreach Efforts**

Funding Request: \$50,000

MCBC key objectives for 2021-2022 include the following:

- To create greater alignment among the activities of business, government, education, media, health and foundation/community-based efforts.
- To build coalitions around key community issues and foster increased public-private partnerships.
- To develop strategies and programs that support the development of jobs and business opportunities.
- To work to improve the business climate to retain and expand existing businesses and the recruitment of new businesses; to keep economic development in the forefront of municipal priorities.

In order to fulfill those objectives, MCBC will continue to provide facilitation and implementation of the main economic drivers of Monterey County. The flexibility of industries remains a major topic, but it can be presumed the major industries continue to fall under the Monterey County Economic Opportunity Pillars: Agriculture, Tourism, Education, and Research. These efforts aid in accelerating regional development of small and medium-size businesses and the creation and retention of jobs.

Overall, MCBC will continue to assume a leadership role in the facilitation of the Leadership Monterey County program. MCBC will also continue to educate and engage the public, among other things, highlighting the success of our initiatives and partners through events such as our annual Higher Education & Research Leadership Summit and Annual Economic Vitality Awards.

MCBC will also continue to advocate for the region's military missions through the Monterey Bay Defense Alliance which seeks to prepare the County for the next anticipated BRAC round. In addition, the MCBC continues to work with Congressman Panetta's staff and regional partners on The Monterey Bay Defense Alliance. Monterey County encompasses a wide variety of Department of Defense and National Security organizations (DoD/NS), and in order to gain maximum funding for these organizations and to prepare for the next round of BRAC, Team Monterey has fostered a collaborative team environment between these organizations to identify common areas of interest and capability for partnering. These organizations include: Fleet Numerical Meteorology & Oceanography Center; the Naval Research Laboratory; the Naval Postgraduate School; the Defense Manpower Data Center; the Defense Language Institute; U. S. Coast Guard Monterey; Fort Hunter Liggett; Camp Roberts; and the Defense Personnel Security Research Center.

Partners in all the aforementioned activities include, but are not limited to, the following: Arts Council of Monterey County; the Association of Monterey Bay Area Governments; Monterey County special districts; the Monterey County Office of Education; CSUMB; MPC, Hartnell College; MIIS; NPS; the WDB; all major departments of the County; Small Business Administration; SBDC's; local chambers of commerce, trade organizations, and all cities of Monterey County. The MCBC continues to recognize the importance of arts and culture to economic development and seeks to incorporate the same into our ongoing work. Monterey County is internationally recognized for its artistic and cultural output, festivals and institutions, which also encompasses our growing wine and culinary reputation, making the County a desired tourist destination for reasons other than our stunning natural beauty.

The MCBC continues to leverage its website and gain more followers through Facebook, LinkedIn, and Twitter, publicizing its ongoing efforts, increasing community awareness and fostering collaboration with new and existing partners throughout the County. The County of Monterey is recognized as a sponsor on all promotional and program materials for both the Summit and Annual Gala. The County is also recognized in weekly emails to over 1500 businesses and our Friday Facts, a weekly newsletter featuring articles about new and important business-related events in Monterey County.

#### Performance Measures:

MCBC will provide facilitation and implementation of programs that support County of Monterey Economic Opportunity Pillars: Agriculture, Tourism, Education, and Research, designed for growth in awareness and retention and creation of jobs – 6 programs.

MCBC will host Economic Activities promoting business advocacy, leadership, and public engagement, designed for growth in public engagement and outreach for economic development – 16 programs

### **III. NEW REQUEST FOR 2021-2022:** **ARPA COUNTYWIDE BUSINESS RETENTION PROGRAM**

Funding Request: \$100,000

MCBC key objectives for 2021-2022 Business Retention include the following:

- (3) Surveys to assess the current needs of business owners – MCBC currently has 2,400 active email addresses of Monterey County business owners from the Emergency COVID-related webinars we hosted in 2020.
- Focus outreach efforts to business owners in underserved areas of Monterey County, including South County, North County, Salinas Valley, and unincorporated areas
- Facilitate relationships between County’s new Economic Development Manager and business-based organizations throughout the County (Monterey County Business Alliance, Chambers of Commerce, etc.)
- Outreach to BIPOC, AAPI, LGBT+, Female, Differently-Abled business owners, and connect them to resources to retain and maintain their business
- Twenty-six (26) County-partnered “Road to Recovery” free events (webinars, classes, lectures, etc in different areas of the county) focused on business retention for Monterey County businesses
- Cross-promotion and marketing of events with the County and business-based marketing platforms (Social media, Chamber newsletters, Friday Facts e-Newsletter, etc.)
- Incorporate the County of Monterey Economic Development Manager contact information on Monterey Business Council website.
- Placement and review of the County of Monterey Logo on all marketing collateral developed as part of the agreement.
- Provide a list of businesses assisted through this agreement, including contact information and supervisorial district location.
- Provide leads/referrals to the County of Monterey Economic Development for business assistance.

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Monterey County Destination Marketing Organization, DBA Monterey County CVB (MCCVB)

(hereinafter “CONTRACTOR”).

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Develop and implement marketing programs that promote Monterey County as a travel and leisure destination.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 1,716,473 FY21-22

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from July 1, 2021 to June 30, 2024 subject to extension, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** FY 2021-2022 Annual Work Plan and Budget



## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

#### 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Richard Vaughn, Economic Development Manager	Rob O'Keefe , President & CEO
Name and Title	Name and Title
681 W. Alisal St. Salinas, CA 93901	P.O. Box 1770 Monterey, CA 93942
Address	Address
(831) 784-5602	(831) 657-6400
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.



- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

#### **17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

#### **17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By:

DocuSigned by:

Kristi Markey

C21D52A9D63041C...

County Counsel

Date: 10/27/2021 | 10:40 AM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:

Gary Giboney

D3834BFEC1D94491...

Auditor/Controller

Date: 11/1/2021 | 12:05 AM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By:

DocuSigned by:

Leslie J. Girard

2EF8DC76EE5547F...

Risk Management

Date: 10/28/2021 | 9:44 AM PDT

**CONTRACTOR**

Monterey County Convention &amp; Visitors Bureau

Contractor/Business Name \*

By:

DocuSigned by:

Rob O'Keefe

A6A4E1E854149C...

(Signature of Chair, President, or Vice-President)  
Rob O'Keefe President/CEO

Name and Title

Date: 10/18/2021 | 5:16 PM PDT

By:

DocuSigned by:

Bina Patel

C9F154F29CDDC4E2F...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or  
Asst. Treasurer)

Bina Patel

Secretary

Name and Title

Date: 10/20/2021 | 12:06 PM PDT

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

## **EXHIBIT-A**

**Agreement by and between the County of Monterey, through its  
County Administrative Office hereinafter referred to as "County"**

**AND**

**Monterey County Destination Marketing Organization, DBA Monterey County  
Convention & Visitors Bureau (MCCVB), hereinafter referred to as  
"CONTRACTOR"**

### **Scope of Services / Payment Provisions**

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2021. This Exhibit A governs work to be performed under the above referenced Agreement, the nature of the working relationship between County, and CONTRACTOR, and specific obligations of the CONTRACTOR.

#### **A. SCOPE OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and in MCCVB FY2021-22 Exhibit B, attached hereto:

#### **B. PAYMENT PROVISIONS: COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS**

##### **1. Term of Agreement**

The term of the Agreement shall be for one (1) fiscal year, with the option of two (2) extensions for additional periods of one (1) fiscal year, extending the Agreement to June 30, 2024. Such extensions shall be conditioned upon approval by the Board of Supervisors of County of an allocation of funds to CONTRACTOR for the purposes stated in this Agreement. County shall notify CONTRACTOR in writing of the County's action to extend this Agreement and the dollar amount allocated for the fiscal year, with the corresponding amendment to Section 2.0 of the Agreement, Payment Provisions, to reflect the new dollar amount.

##### **2. Invoices**

CONTRACTOR shall submit quarterly invoices. Compensation shall be paid to CONTRACTOR in four quarterly installments in the amount equal to 1/4th of the total allocated above. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A above.

##### **3. Standard Payment Schedule**

The Auditor-Controller shall pay the monthly invoice within 30 days of receipt. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

##### **4. Quarterly Performance Reports**

CONTRACTOR shall produce the following quarterly performance reports in a format provided by County. The performance report shall be in a format that is easy to understand

that can be shared with the Economic Opportunity Committee and the Board of Supervisors. Each quarterly performance report shall identify the achievement, to-date, of the performance criteria specified in Section A, subsections (1) through (3).

<b><u>Due Date</u></b>	<b><u>Report Period</u></b>
October 29, 2021	July 1, 2021 – September 30, 2021 (1 <sup>st</sup> Qtr. Report)
January 29, 2022	October 1, 2021 – December 31, 2021 (2 <sup>nd</sup> Qtr. Report)
April 29, 2022	January 1, 2022 – March 31, 2022 (3 <sup>rd</sup> Qtr. Report)
July 29, 2022	April 1, 2022 – June 30, 2022 (4 <sup>th</sup> Qtr. Report)
October 29, 2022	July 1, 2022 – September 30, 2022 (1 <sup>st</sup> Qtr. Report)
January 29, 2023	October 1, 2022 – December 31, 2022 (2 <sup>nd</sup> Qtr. Report)
April 29, 2023	January 1, 2023 – March 31, 2023 (3 <sup>rd</sup> Qtr. Report)
July 29, 2023	April 1, 2023 – June 30, 2023 (4 <sup>th</sup> Qtr. Report)
October 29, 2023	July 1, 2023 – September 30, 2023 (1 <sup>st</sup> Qtr. Report)
January 29, 2024	October 1, 2023 – December 31, 2023 (2 <sup>nd</sup> Qtr. Report)
April 29, 2024	January 1, 2024 – March 31, 2024 (3 <sup>rd</sup> Qtr. Report)
July 29, 2024	April 1, 2024 – June 30, 2024 (4 <sup>th</sup> Qtr. Report)

**5. Annual Work Plan and Budget**

The CONTRACTOR shall submit an Annual Work Plan and Budget on the date noted below for review and approval by the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC.

<b><u>Due Date</u></b>	<b><u>Report Period</u></b>
April 29, 2022	FY 2022-23 Annual Work Plan and Budget
April 29, 2023	FY 2023-24 Annual Work Plan and Budget

**6. Determination of Compliance**

CONTRACTOR is expected to substantially meet or exceed the stated goals, objectives, tasks and performance measures. CONTRACTOR is expected to provide various reports, documents, plans, and other deliverables in a timely manner. Furthermore, CONTRACTOR is expected to cooperate with County staff, the Economic Opportunity Committee, and the Board of Supervisors in conducting its responsibilities under this Agreement.

The determination of whether performance meets standard is at the sole judgment of County. County will review periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

In the event County determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedy. These remedies could include, but are not limited to, requiring a corrective action plan, disallowance of costs, changing the compensation schedule, reduction of future allocations, and/or termination of the Agreement.

**7. Modifications to the Scope of Work**

The Assistant County Administrative Officer or his/her designee may approve modifications to the specific tasks described in the Scope of Work with the concurrence of the County's Budget Committee. Such modifications must be in writing. Any modification to compensation must be approved by the Board of Supervisors.

**8. CONTRACTOR Finances, Budget, Audits and Financial Statements**

CONTRACTOR is expected to operate in a financially sound manner in accordance with generally accepted accounting principles. This is a requirement of eligibility to receive an allocation from County. By signing this Agreement, CONTRACTOR acknowledges that this requirement is met.

CONTRACTOR agrees that its Board of Directors will approve an annual budget applicable to its CONTRACTOR'S fiscal year. A copy of that adopted budget will be provided to County with 10 business days after its adoption.

CONTRACTOR shall provide County with a copy of its most recent financial review summary letter from the CONTRACTOR'S CPA and subsequent annual financial reviews that may be completed during this Agreement's duration. Such audits shall be provided within 10 business days of their presentation to the Board of Directors.

CONTRACTOR shall provide County with financial statements covering the end of each quarterly reporting period of CONTRACTOR'S fiscal year. Such statements shall be provided with the Quarterly Reports based on the schedule detailed in B3. County reserves the right to request more frequent financial statements which shall be provided by CONTRACTOR within 10 business days if such request is made.

CONTRACTOR agrees to notify County if there any budget or financial issues that are likely to materially adversely affect the ability of CONTRACTOR to achieve the Scope of Work in Section A. Such notification shall be made in a timely manner, which shall be construed as no later than 10 days after such information is made available to the Board of Directors.

**9. Acknowledgement of County Funding**

The County shall be acknowledged for the funding support to CONTRACTOR and explicit funding support for any project, event or initiative funded by the Agreement. This acknowledgement shall be included in any written materials, advertisements or banners associated with the project, event or initiative where it is customary to list sponsors. It is CONTRACTOR'S responsibility to pass this requirement through to its Subcontractors or funded organizations that may be involved in any project, event or initiative funded by County. CONTRACTOR shall ensure their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by County as ineligible to receive future funds.

**10. Written Publications**

CONTRACTOR shall provide County with a copy of any final written or visual publication and any other work product (e.g. print advertisement) that is funded in whole or in part by this agreement. CONTRACTOR'S website shall prominently display that the

County is a major funding partner or contributor to CONTRACTOR. Said documents shall be provided within 10 business days of their publication.

**11. Unincorporated Area Representation and Service**

CONTRACTOR is encouraged to include on its Board individuals who reflect the interests of unincorporated areas of the County of Monterey and ensure that CONTRACTOR'S services apply to unincorporated as well as incorporated areas of the County. A list of current Board Members shall be included in the periodic reports required.

**12. Presentations**

CONTRACTOR shall be required to provide periodic presentations to the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC with reasonable advance notification. In addition, CONTRACTOR is expected to attend meetings of the bodies upon request.

**13. Submittal of Communications, Documents, Reports and Other Deliverable**

Submittals shall be submitted to the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to the following address:

Attention: Richard Vaughn, Economic Development Manager  
County of Monterey  
County Administrative Office  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901



## **DSA WORK PLAN for FY 2021-22**

**ORGANIZATION:** MONTEREY COUNTY CONVENTION & VISITORS BUREAU (MCCVB)

**PRIORITY:** Drive Tourism Recovery

**MCCVB VISION:** Inspire the world to experience our extraordinary destination, responsibly.

**MCCVB MISSION:** Drive business growth through compelling marketing and targeted sales initiatives that maximize the benefits of tourism to our guests, members, and community.

Monterey County Convention and Visitors Bureau (MCCVB) is the Destination Marketing Organization (DMO) for Monterey County. The work of the MCCVB has never been more critical. Travel and tourism were the among the hardest hit industries by the pandemic with an impact equaling approximately \$1.75 billion in lost revenue for the region from visitor spending and a reduction of nearly 50% in the hospitality workforce at the height of the pandemic. Current travel forecasts project a return to previous years' levels of travel could stretch up to three years. While consumer's demand for travel is beginning to return – the competition for each travel dollar is intense. MCCVB falls in the lowest quartile in budget per hotel room compared to competitive destinations such as Napa and Sonoma whose marketing power outpaces Monterey by 2:1.

The stakes have never been higher for Monterey County's second largest industry and the investment and collaboration between the County and MCCVB never more critical. Strategic objectives include investing in opportunities to grow consumer and group market share and strengthening of relationships with the community through inclusion, open communication and participation. In collaboration with local businesses and in partnership with local city and county government, MCCVB has reacted to the impact that the coronavirus has had on the tourism economy in Monterey County and is working harder than ever to assess and monitor the impact, implement the critical marketing, public relations, group business development, and community relations programming needed during this time.

MCCVB publishes an annual business plan focused on business development and marketing programs that inspire visitation and increase overnight stays in the region. A collaborative approach to destination marketing is essential to the success of these programs and is built into the development of each initiative executed. MCCVB's Board of Directors is made up of hoteliers, attractions, restaurants and other hospitality businesses from across the County.

Partnerships are established and fostered as content marketing of the county is implemented with its funding partners, members and affiliated associations.

MCCVB works closely with a broad group of partners throughout the County to ensure an integrated approach to information sharing, marketing collaboration and crisis management. These include:

- Monterey County Hospitality Association
- Monterey Peninsula Chamber of Commerce
- Pacific Grove Chamber of Commerce
- Carmel Chamber of Commerce
- King City Chamber of Commerce
- Monterey County Business Council
- Monterey County Film Commission
- Monterey County Vintners and Growers Association
- Monterey County Farm Bureau
- Monterey Regional Airport
- Monterey County Business Alliance

Being able to implement the programs necessary to bring hospitality business back to where it was prior to the crisis is a critical part to restoring economic vitality. While the MCCVB and tourism sector continues to face an enormous challenge, the resources provided by its investors will be leveraged in every possible way to bring us out of this crisis as quickly as possible.

MCCVB is committed to educating travelers. Monterey County is a bucket-list destination and attracts visitors from around the world to see and experience the jewel of the central coast. With visitation, comes a need for education on how to travel safely and responsibly so that our current and future guests can experience Monterey County's splendor for generations to come. MCCVB's Sustainable Moments and Responsible Travel initiatives will continue to engage residents, businesses, stakeholders, travel trade, clients and guests on best practices for experiencing all that Monterey County has to offer responsibly and safely. Responsible travel messaging is included in our content across all customer engagement touch points and will be augmented with conscious messaging required by local and State health recommendations. MCCVB also remains vigilant and ready to pivot to respond to other emergencies the region has historically faces including wildfires, storms and highway outages.

#### **PROGRAMS:**

**Marketing Communications \$744,512:** The primary goal of MCCVB's Marketing Communications department is to inspire and increase overnight visitation amongst Leisure, Group and International travelers. Driving inspiration is the result of brand-based Content Marketing, which includes synergizing advertising, public relations and social media to develop and distribute compelling, targeted content.

MCCVB targets demographic, geographic and psychographic markets that have a higher propensity to travel based on our research. Partnerships with our chefs, restaurants, sommeliers, and community partners in the specific regions of Salinas Valley, Carmel Valley, Big Sur and Pebble Beach are established and critical to the success of these market investments.

Public Relations initiatives integrate with marketing by utilizing media relations to “earn” publicity that is user-generated or editorial in nature. This supports advertising and marketing messages through credible, objective sources, and expands the reach of our ad buys, allowing for resource leveraging and a collective regional approach. Marketing and communications messaging tells the story of the destination, with focus on our natural and special assets including outdoor adventure, ecotourism opportunities, wine and food, agriculture, golf and of course the scenic beauty of the region.

**Group Business Development \$641,865:** The focus of MCCVB’s Group Business Development department is to create and cultivate revenue opportunities through groups, meetings and conferences for the benefit of our hotel community and other related members that increase revenue from conference and meeting attendees. Meetings and conferences are highly valued for a variety of reasons – chief among them is the ability to attract such business in ‘need’ periods where they can fill rooms and create increased rate compression that benefits the hosting hotel as well as other lodging properties in the area.

Group Business Development involves building one-to-one relationships with meeting planners and matching their needs with appropriate venues in the region. MCCVB develops lasting relationships with clients through prospecting, trade shows, sales missions, and client events. Our team generates and delivers high-quality leads to hotels and venues for bid opportunities. MCCVB also provides a strategic client services program to strengthen the destination’s value proposition. The services that we provide to meeting planners increase their attendees’ propensity to extend their stays and expenditures. We encourage and provide “pre and post” meeting itineraries, welcome tables, and meeting microsites to conferences and group events. MCCVB’s client services inspire conference attendees to experience the entire region and not just their conference venue.

**Community Relations \$130,525:** MCCVB’s Community Relations department aligns with the MCCVB’s strategic direction to promote inclusion between residents, local government and small business and the hospitality and tourism sectors. Attracting visitors to stay in the destination overnight directly affects the economic impact throughout Monterey County.

Under the Community Relations umbrella are the Membership and Visitor Services programs. Many small businesses do not have the resources or bandwidth to maintain marketing programs of their own and depend on the MCCVB to promote them. Relationships with local

businesses allow MCCVB to promote goods and services that enhance the visitors experience that in turn help local businesses sustain vibrant operations.

During the first year of the pandemic, MCCVB interacted with potential visitors through a virtual platform. Visitor inquiries were handled through Live Chat services, phone and email. With every engagement, the Destination Specialist promotes local businesses, provides resources to travelers on the local and state health recommendations and educates them on how to visit sustainably and responsibly while in the destination.

The advancement of technology and the ever-increasing use of smart phones has changed the way travelers plan their trips. To remain fiscally responsible and align with the shift in travel planning, MCCVB will transition out of the traditional brick and mortar model and enhance the current platform of the visitor services program with more robust tools such as a geo-fencing and virtual concierge services that target in-market visitors.

**General Administration \$199,572:** expenses are required to support all departments' programs and staffing. These costs are allocated within the departments in the work plan. MCCVB adheres to industry best practices throughout its operations and financial management of the organization.

MCCVB's business plan contains a great deal of detail on the programs that Monterey County's DSA investment is a part of and will be provided as a supplement to this document when it is finalized and published later this year. The County's investment in this program is critical to the creation of a robust, integrated, partnership-oriented program designed to drive overnight stays and bring important tourism dollars to our region.

#### **PERFORMANCE MEASURES:**

MCCVB will continue to measure and report on success just as in previous years with metrics including:

- Generating travel demand
  - Intent to Visit Score Goal: 4.3 (5 point scale)
- Increase lead volume of group business
  - Lead Generation Goal: 560
  - Conversion Rate Goal: 29%
- Promote local businesses and focus on creating greater inclusion between jurisdictions in regional destination programs and promotion

Our ability to set specific metrics is obviously hampered at this time as shelter in place orders remain in place from the state government as well as County Health. It is important to note, MCCVB will follow orders of County Health and not promote travel until told it is okay to do so.

This work plan, including the performance measures and budget, is scheduled to be approved by the MCCVB Board of Directors in June; until then, it is subject to change.

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Monterey County Film Commission (MCFC)

---

(hereinafter “CONTRACTOR”).

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Develop and implement programs that promote Monterey County as a film destination and generate increased business, revenue and jobs throughout Monterey County.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$271,775 FY21/22

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from July 1, 2021 to June 30, 2024 subject to extension, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** FY 2021-2022 Annual Work Plan and Budget

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.



- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

#### 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Richard Vaughn, Economic Development Manager	Moira LaMountain, Office Administrator
Name and Title	Name and Title
168 W. Alisal St. Salinas, CA 93901	P.O. Box 111 Monterey, CA 93942-0111
Address	Address
(831) 784-5602	(831) 646-0910
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

#### **17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

#### **17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*



**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By:

DocuSigned by:

Kristi Markey

C21D52A9D6304112

County Counsel

Date: 10/15/2021 | 11:54 AM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:

Gary Giboney

D3834BFEC1D84A9

Auditor/Controller

Date: 11/4/2021 | 8:38 AM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By:

DocuSigned by:

Leslie J. Girard

2EF8DC76EE547F5

Risk Management

Date: 11/4/2021 | 8:36 AM PDT

**CONTRACTOR**

Monterey County Film Commission

Contractor/Business Name \*

By:

DocuSigned by:

Gary Bolen

743CF840D942E46A

(Signature of Chair, President, or Vice-President)

President, MCFC Board of Directors

Date:

9/23/2021 | 10:54 AM PDT

Name and Title

By:

DocuSigned by:

Sandi Austin

7ADE93E069604CC

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Sandi Austin, Secretary

Date:

9/28/2021 | 1:59 PM PDT

Name and Title

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

## **EXHIBIT-A**

**Agreement by and between the County of Monterey, through its  
County Administrative Office – Intergovernmental and Legislative Affairs,  
hereinafter referred to as “County”**

**AND**

**Monterey County Film Commission (MCFC), hereinafter referred to as  
“CONTRACTOR”**

### **Scope of Services / Payment Provisions**

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2021. This Exhibit A governs work to be performed under the above referenced Agreement, the nature of the working relationship between County, and CONTRACTOR, and specific obligations of the CONTRACTOR.

#### **A. SCOPE OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and in MCFC FY2021-22 Exhibit B, attached hereto:

#### **B. PAYMENT PROVISIONS: COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS**

##### **1. Term of Agreement**

The term of the Agreement shall be for one (1) fiscal year, with the option of two (2) extensions for additional periods of one (1) fiscal year, extending the Agreement to June 30, 2024. Such extensions shall be conditioned upon approval by the Board of Supervisors of County of an allocation of funds to CONTRACTOR for the purposes stated in this Agreement. County shall notify CONTRACTOR in writing of the County’s action to extend this Agreement and the dollar amount allocated for the fiscal year, with the corresponding amendment to Section 2.0 of the Agreement, Payment Provisions, to reflect the new dollar amount.

##### **2. Invoices**

CONTRACTOR shall submit quarterly invoices. Compensation shall be paid to CONTRACTOR in four quarterly installments in the amount equal to 1/4th of the total allocated above. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A above.

##### **3. Standard Payment Schedule**

Payment shall be made by COUNTY on the 1st of each fiscal quarter. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

##### **4. Quarterly Performance Reports**

CONTRACTOR shall produce the following quarterly performance reports in a format provided by County. The performance report shall be in a format that is easy to understand that can be shared with the Economic Opportunity Committee and the Board of

Supervisors. Each quarterly performance report shall identify the achievement, to-date, of the performance criteria specified in Section A, subsections (1) through (3).

<b><u>Due Date</u></b>	<b><u>Report Period</u></b>
October 29, 2021	July 1, 2021 – September 30, 2021 (1 <sup>st</sup> Qtr. Report)
January 29, 2022	October 1, 2021 – December 31, 2021 (2 <sup>nd</sup> Qtr. Report)
April 29, 2022	January 1, 2022 – March 31, 2022 (3 <sup>rd</sup> Qtr. Report)
July 29, 2022	April 1, 2022 – June 30, 2022 (4 <sup>th</sup> Qtr. Report)
October 29, 2022	July 1, 2022 – September 30, 2022 (1 <sup>st</sup> Qtr. Report)
January 29, 2023	October 1, 2022 – December 31, 2022 (2 <sup>nd</sup> Qtr. Report)
April 29, 2023	January 1, 2023 – March 31, 2023 (3 <sup>rd</sup> Qtr. Report)
July 29, 2023	April 1, 2023 – June 30, 2023 (4 <sup>th</sup> Qtr. Report)
October 29, 2023	July 1, 2023 – September 30, 2023 (1 <sup>st</sup> Qtr. Report)
January 29, 2024	October 1, 2023 – December 31, 2023 (2 <sup>nd</sup> Qtr. Report)
April 29, 2024	January 1, 2024 – March 31, 2024 (3 <sup>rd</sup> Qtr. Report)
July 29, 2024	April 1, 2024 – June 30, 2024 (4 <sup>th</sup> Qtr. Report)

**5. Annual Work Plan and Budget**

The CONTRACTOR shall submit an Annual Work Plan and Budget on the date noted below for review and approval by the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC.

<b><u>Due Date</u></b>	<b><u>Report Period</u></b>
April 29, 2022	FY 2022-23 Annual Work Plan and Budget
April 29, 2023	FY 2023-24 Annual Work Plan and Budget

**6. Determination of Compliance**

CONTRACTOR is expected to substantially meet or exceed the stated goals, objectives, tasks and performance measures. CONTRACTOR is expected to provide various reports, documents, plans, and other deliverables in a timely manner. Furthermore, CONTRACTOR is expected to cooperate with County staff, the Economic Opportunity Committee, and the Board of Supervisors in conducting its responsibilities under this Agreement.

The determination of whether performance meets standard is at the sole judgment of County. County will review periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

In the event County determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedy. These remedies could include, but are not limited to, requiring a corrective action plan, disallowance of costs, changing the compensation schedule, reduction of future allocations, and/or termination of the Agreement.

**7. Modifications to the Scope of Work**

The Assistant County Administrative Officer or his/her designee may approve modifications to the specific tasks described in the Scope of Work with the concurrence of the County's Budget Committee. Such modifications must be in writing. Any modification to compensation must be approved by the Board of Supervisors.

**8. CONTRACTOR Finances, Budget, Audits and Financial Statements**

CONTRACTOR is expected to operate in a financially sound manner in accordance with generally accepted accounting principles. This is a requirement of eligibility to receive an allocation from County. By signing this Agreement, CONTRACTOR acknowledges that this requirement is met.

CONTRACTOR agrees that its Board of Directors will approve an annual budget applicable to its CONTRACTOR'S fiscal year. A copy of that adopted budget will be provided to County with 10 business days after its adoption.

CONTRACTOR shall provide County with a copy of its most recent financial review summary letter from the CONTRACTOR'S CPA and subsequent annual financial reviews that may be completed during this Agreement's duration. Such audits shall be provided within 10 business days of their presentation to the Board of Directors.

CONTRACTOR shall provide County with financial statements covering the end of each quarterly reporting period of CONTRACTOR'S fiscal year. Such statements shall be provided with the Quarterly Reports based on the schedule detailed in B3. County reserves the right to request more frequent financial statements which shall be provided by CONTRACTOR within 10 business days if such request is made.

CONTRACTOR agrees to notify County if there any budget or financial issues that are likely to materially adversely affect the ability of CONTRACTOR to achieve the Scope of Work in Section A. Such notification shall be made in a timely manner, which shall be construed as no later than 10 days after such information is made available to the Board of Directors.

**9. Acknowledgement of County Funding**

The County shall be acknowledged for the funding support to CONTRACTOR and explicit funding support for any project, event or initiative funded by the Agreement. This acknowledgement shall be included in any written materials, advertisements or banners associated with the project, event or initiative where it is customary to list sponsors. It is CONTRACTOR'S responsibility to pass this requirement through to its Subcontractors or funded organizations that may be involved in any project, event or initiative funded by County. CONTRACTOR shall ensure their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by County as ineligible to receive future funds.

**10. Written Publications**

CONTRACTOR shall provide County with a copy of any final written or visual publication and any other work product (e.g. print advertisement) that is funded in whole or in part by this agreement. CONTRACTOR'S website shall prominently display that the

County is a major funding partner or contributor to CONTRACTOR. Said documents shall be provided within 10 business days of their publication.

**11. Unincorporated Area Representation and Service**

CONTRACTOR is encouraged to include on its Board individuals who reflect the interests of unincorporated areas of the County of Monterey and ensure that CONTRACTOR'S services apply to unincorporated as well as incorporated areas of the County. A list of current Board Members shall be included in the periodic reports required.

**12. Presentations**

CONTRACTOR shall be required to provide periodic presentations to the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC with reasonable advance notification. In addition, CONTRACTOR is expected to attend meetings of the bodies upon request.

**13. Submittal of Communications, Documents, Reports and Other Deliverable**

Submittals shall be submitted to the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to the following address:

Attention: Richard Vaughn, Economic Development Manager  
County of Monterey  
County Administrative Office  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901



**Work Plan and Budget Utilizing County Funds  
July 1, 2021 - June 30, 2022  
(Approved 5.13.21)**

**Goal 1 – Increase Film Industry Outreach and Local Facilitation Efforts** **\$163,775**

*Influence quantity of film inquiries through timely 24/7 ‘Best Practices’ responsiveness.  
Increase the number of film productions that select Monterey County as their location  
destination and expand the total spend.*

**Measures:**

- 1a. Attract and facilitate the number of inquiries and contacts as summarized in the Film Commission records, as compared to the previous year and increase by 15% from 196 to 225.
- 1b. Track the number of media productions occurring in Monterey County as measured by Film Commission records and jurisdictional issued permits, as compared to previous year and increase by 15% from 61 to 70.
- 1c. Estimate the total spend from film production, as compared with a 3-year average, and increase by 10% from \$3.32M to \$3.65M.

**Goal 2 – Expand Industry Marketing and Promotion Opportunities** **\$78,000**

*Marketing and communication about Monterey County to film production industry.*

**Measures:**

- 2a. Increase promotional placements in trade industry and other media, as compared to the previous year and increase by 10% from 32 to 36.
- 2b. Expand reach from film trade advertising, as compared to the previous year and increase by 10% from 1,921,316 to 2,113,448.
- 2c. Track website (unique visitors) for propelling marketing message, as compared to previous year and increase by 15% from 13,953 to 16,046.

**Goal 3 – Expand Countywide Collaborations** **\$30,000**

*Countywide branding of MCFC, leveraging County funds with DSA partners, economic pillars,  
and educational institutions.*

**Measures:**

- 3a. Expand the number of collaborative community partnerships with local organizations, as compared to the previous year and increase by 10% from 42 to 46.

**Total** **\$271,775.00**  
=====



# Monterey County

## Item No.40

### Board Report

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

Legistar File Number: A 21-515

November 16, 2021

Introduced: 10/13/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Assessor-County Clerk/Recorder to sign Amendment Number 6 for an additional Megabyte - JustAppraised Applications Programming Interface (API) module at a cost not to exceed \$25,000 for FY 2021-22 and not to exceed a future annual maintenance cost of \$5,000; for a total cost of \$30,000; and
- b. Accept non-standard indemnification provisions requested by the vendor as recommended by the Assessor-County Clerk/Recorder.

#### **RECOMMENDATION**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Assessor-County Clerk/Recorder to sign Amendment Number 6 for an additional Megabyte - JustAppraised Applications Programming Interface (API) module at a cost not to exceed \$25,000 for FY 2021-22 and not to exceed a future annual maintenance cost of \$5,000; for a total cost of \$30,000; and
- b. Accept non-standard indemnification provisions requested by the vendor as recommended by the Assessor-County Clerk/Recorder.

#### **SUMMARY/DISCUSSION:**

In 1990, the Board authorized the County to enter into an agreement with Megabyte Systems, Inc. to provide a complete property tax assessment, collection and apportionment package for use by the County Tax Collector, Assessor, and Auditor Offices.

Since 2020, the Board authorized the County to sign four future annual renewals to the Agreement under same or similar terms that do not significantly alter the scope of work or increase the annual payments in excess of 3% per year over the FY 2020-21 amount. This authorization has allowed the existing programs and modules to continue to be maintained and utilized by the County without disruption. However, the \$25,000 cost of the Megabyte - API module exceeds the approved 3% annual payment increase authorized for FY 2021-22. Also, this Agreement has non-standard County liability and indemnification provisions. The proposed Agreement contains limits to Megabyte's indemnity and liability that are consistent with software agreements in general.

The proposed Amendment will add additional software that would interface with the Megabyte Property Tax System and the Just Appraised application to create an automated process to update existing parcel and ownership records in Megabyte. This software would populate datasets automatically eliminating the necessity of data entry, thus streamlining the property transfer processes, and resulting in more accurate and timely ownership and appraisal determinations.

Therefore, based on the positive attributes of this new module, it is recommended that the Board of Supervisors approve this item.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed the addendum and has approved it as to form. County Risk has reviewed the Agreement but has not approved due to non-standard insurance and indemnity provisions.

**FINANCING:**

There is no additional cost to the County General Funds, as the \$25,000 implementation costs are available in the Assessor's FY 2021-22 Approved Budget (001-ACR001-8003) for the recommended action. The future annual maintenance cost of \$5,000 will be included in each respective recommended budget.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this agreement provide the Assessor-County Clerk/Recorder with the additional support it needs to provide reliable and high-quality services to the residents of Monterey County.

☒ Economic Development

☒ Administration

☐ Health & Human Services

☐ Infrastructure

☐ Public Safety

Prepared by: Chihiro Tabata, Management Analyst, x6607

Authorized by:

\_\_\_\_\_  
Stephen L. Vagnini  
Assessor-County Clerk/Recorder, x5803

Attachments:

Amendment No. 6

Megabyte Annual Maintenance Agreement 2016

Amendments No. 1-5







# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-515**

**November 16, 2021**

**Introduced:** 10/13/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

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Legistar File Number: A 21-515

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**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this agreement provide the Assessor-County Clerk/Recorder with the additional support it needs to provide reliable and high-quality services to the residents of Monterey County.

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

Prepared by: Chihiro Tabata, Management Analyst, x6607

DocuSigned by:  
*Chihiro Tabata*  
5F19C6CA50B04CA...

Authorized by:

DocuSigned by:  
*Steve Vagnini*  
5D1F4C2C573A418...  
Stephen L. Vagnini  
Assessor-County Clerk/Recorder, x5803

Attachments:

Amendment No. 6

Megabyte Annual Maintenance Agreement 2016

Amendments No. 1-5

## **AMENDMENT No. 6 to the MPTS MAINTENANCE AGREEMENT A-13259 between MEGABYTE SYSTEMS, INC. and the County of Monterey**

**THIS AMENDMENT No. 6** is made to the CONTRACTUAL AGREEMENT A-13259 (hereinafter referred to as “A-13259”) dated July 1, 2016, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and MEGABYTE SYSTEMS INC., hereinafter referred to as “Contractor”.

**WHEREAS**, County and Contractor wish to amend A-13259 (hereinafter referred to as “Agreement”) to include an additional Megabyte – JustAppraised Applications Programming Interface (API) module for the Assessor Office of COUNTY for FY 2021-22.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The scope of work for the Megabyte – JustAppraised Applications Programming Interface (API) module is as defined in the attached Exhibit A to this Amendment No. 6, supplements but does not replace the Agreement Scope of Work. The term of the Megabyte – JustAppraised Applications Programming Interface (API) module will follow that of the underlying Agreement, to continue as long as annual maintenance fees are paid. County shall pay the initial and annual licensing and support fees as set forth in Exhibit A, not to exceed \$25,000 for the first year and \$5,000 annually thereafter.
2. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Agreement, as it has been subject to Addendum and Amendment to date, shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 6 and its Exhibits shall be affixed to the original Agreement as it may have been amended to date.

*This space was intentionally left blank*

Amendment No. 6 to Agreement with Megabyte Systems, Inc. and the County of Monterey

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

\_\_\_\_\_  
Assessor-County Clerk/Recorder

Dated: \_\_\_\_\_

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
DocuSigned by:  
*Gary Giboney*  
D33248FEC4D8440  
Auditor-Controller

Dated: 10/25/2021 | 10:54 AM PDT  
\_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
DocuSigned by:  
*Brian Briggs*  
2926AA5CB79E476  
Deputy County Counsel

Dated: 10/25/2021 | 10:41 AM PDT  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
DocuSigned by:  
By: *Ryan Dean*  
14E2832B188043A  
Signature of Chair, President, or  
Vice-President  
10/25/2021

\_\_\_\_\_  
Printed Name and Title

Dated: 10/25/2021 | 10:10 AM PDT  
\_\_\_\_\_

\_\_\_\_\_  
DocuSigned by:  
By: *Nicholas Betts*  
62E41E9726484A0  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Secretary

\_\_\_\_\_  
Printed Name and Title

Dated: 10/25/2021 | 10:38 AM PDT  
\_\_\_\_\_

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

# *Megabyte – JustAppraised\* Applications Programming Interface (API): General Description*

*Date: August 11, 2021*



## MPTS-JustAppraised API

### Document Conventions

1. All commercial product names, trademarks, service marks, or other registered nomenclatures are noted with an asterisk (\*) immediately following the name. This \* refers to the following statement:

*All registered names, trademarks, service marks or other registered nomenclatures are the property of their respective owners.*

© Copyright 2021, Megabyte Licensing Corporation

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**NOTE:** The information in this document is *confidential* to Megabyte Systems, Inc., and is issued only to parties with contractual and/or non-disclosure agreements in place with Megabyte Systems, Inc. Do not provide this document or any information contained herein without prior consent from Megabyte Systems, Inc.

---

## Overview/Scope

### General Description

This document describes the **Megabyte-JustAppraised\* Applications Programming Interface (API)** that is developed specifically to provide the facility for the *JustAppraised* application to:

- extract specific property parcel information from the **Megabyte Property Tax Software (MPTS\*)** system;
- insert into MPTS specific property parcel information that has been modified and/or enhanced/updated by *JustAppraised* software;

The information being exchanged pertains to:

- 100% Transfers
- Group Sales
- Partial Interest Transfers

To achieve these operations, the API provides two general-purpose functions: one to extract information from MPTS; one to insert information into MPTS.

### Scope

This API intends to provide only the features and functions described herein. No additional features, functions, or operations are intended or implied. The extract and insert functions described below may be suitable for use in other applications, but such usage is not guaranteed, supported, nor implied.

## Function Descriptions

### Get Data from MPTS

This function returns a small record set for each Assessment requested. The record set provides Parcel Data and Ownership Information, and is used to *create new records*, *remove existing records*, or to *modify ownership percentage(s) in existing records*.

#### Parcel Data

- Assessment #
- Legal Description
- Property Address (Situs)
- Acreage
- Exemptions Flag
- Land Use Code

#### Ownership Information

- Assessment #
- Ownership ID
- Names
- Address
- Percentages
- Set & Sequence Numbers



MPTS-JustAppraised API

Put Data into MPTS

This function accepts a JustAppraised JSON file as input and inserts the file contents into MPTS.

JustAppraised Data

- New Ownership ID
- Ownership History
  - The integration must make the corresponding changes to the ownership history records
- New Name & Address
  - Set
  - Sequence
  - Primary
  - Title Attached
  - First Name
  - Middle Name
  - Last Name
  - Percentage
  - Granting Document Number
  - Title Type
  - RT Code
  - Notes
  - Is Private
  - Husband Wife Code
  - Address Type
  - Assesse Name
  - In Care Of
  - Doing Business As (DBA)
  - Address Street
  - Address City
  - Address State
  - Address ZIP
  - Address 1
  - Address 2
  - Address 3
  - Address 4
  - Is Formatted Flag
  - Is Confidential Flat
- 
- Related Notes
- Transfer History
  - Document Number
  - Document Code
  - Document Transfer Tax
  - Confirmed Sales Price
  - Is Group Sale
  - Transfer Type
  - Recorded Date
  - Activity Date
  - Send Homeowners Exemption Notice
  - Clear Exemptions
- Physical Characteristics

Error Codes

This function returns Error Codes, which will be documented in an upcoming technical reference.



**County of Monterey**

**September 9, 2021**

**Application:** Megabyte Property Tax System (MPTS) – Just Appraised Application Programming Interface (API).

**Description:** The MPTS - Just Appraised Application Programming Interface (API) has been developed by Megabyte Systems, Inc. to specifically provide the facility for the Just Appraised application to extract specific property parcel information from MPTS, and insert specific property parcel information that has been modified and/or enhanced/updated by the Just Appraised software pertaining to 100% transfers, group sales and partial interest sales.

**System Features:** The MPTS - Just Appraised Application Programming Interface (API) provide two general-purpose functions: one to extract information from MPTS; one to insert information into MPTS.

**Get Data from MPTS:** This function returns a small record set for each Assessment requested. The record set provides parcel data and ownership information and is used to create new records, remove existing records, or to modify ownership percentage(s) in existing records.

- Parcel Data – Assessment Number, Legal Description, Property Address (Situs), Acreage, Exemption Flag, Land Use Code.
- Ownership Information – Assessment Number, Ownership ID, Names, Address, percentages, Set & Sequence Numbers.

**Put Data into MPTS:** This function accepts a Java Script Object Notation (JSON) file (from Just Appraised) as input and inserts the file contents into MPTS.

- New Ownership ID
- New Names & Address
- Related Notes
- Transfer History
- Physical Characteristics
- Error Codes

**Release and Hold Harmless:** The County of Monterey hereby releases and holds harmless Megabyte Systems, Inc. (Including its officers, employees and agents as the same may be constituted now and from time to time hereafter) against any and all liability that may arise in connection with or as a result of any erroneous data introduced by the Just Appraised system into the Megabyte Property Tax System (MPTS).

API training and setup will be provided by Megabyte online.

The installation of this product will be performed by Megabyte Systems, Inc.

The source code / programs remain the property of Megabyte Systems, Inc.

The cost of the MPTS – Just Appraised API is \$25,000. This application has an annual licensing and support fee currently set at \$5,000. The licensing and support fee will begin on July 1<sup>st</sup>, 2022 and is be subject to annual increases beginning on July 1<sup>st</sup>, 2023, in accordance with the pacific cities and US city average consumer price index published for December 31st of the previous year.

This agreement may be canceled by either party upon 60 days written notice.

This application is provided to the County under the terms and conditions set forth in Agreement number A-13259 entered into by the County of Monterey and Megabyte Systems, Inc. on July 1, 2021.

**AGREEMENT  
MEGABYTE PROPERTY TAX SYSTEM (MPTS)  
MAINTENANCE**

THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2016 and terminating June 30, 2017 by and between the COUNTY OF MONTEREY, hereinafter referred to as the "County" and MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, hereinafter referred to as the "Contractor".

1. The County hereby engages the services of the Contractor, and the Contractor agrees to serve County in accordance with the terms and conditions set forth herein.

2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A, attached and by this reference incorporated herein.

3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor the amount set forth in Exhibit B, attached and by this reference incorporated herein. Support to County in excess of the terms of this agreement, as deemed necessary by County, will be billable to County at Contractor's standard hourly rate subject to advance written approval signed by an individual with authority to bind the County. If on-site support is required, travel time and expenses will be charged in accordance with the Monterey County Travel and Business Expense Reimbursement Policy, in addition to the hourly rate for work on-site.

4. Payments. County shall make payments of compensation hereunder on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, within 30 working days of receipt of the invoice. Invoices shall be submitted to:

Monterey County Auditor-Controller

Attn: Auditor Controller

P.O. Box 390

Salinas, CA 93902-0390

5. Changes. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the

County shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

6. County's Responsibility to Provide. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

7. No Waiver by County. Inspection of the work by the County, or the statement by any officer, agent, or employee of the County, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the County in any single instance shall not prejudice County's right to enforcement of all provisions of this Agreement in any other instance.

8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

9. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced hereunder do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right.) In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no cost, whatsoever, to County, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold County harmless, subject only to County giving Contractor prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for County to use, at

no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

10. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.
11. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement.
12. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:
- A. Full Workmen's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
  - B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).
  - C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non owned vehicles used in conjunction with Contractor's business of not less than Three Hundred Thousand (\$300,000) combined single limit per occurrence (claim made).
13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance shall be furnished by the Contractor to the County by

certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

14. Insurance in Force and Effect During Contract Period. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to County, and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.

15. Confidentiality. Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as activities under this Contract. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such confidential information.

16. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a County employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that County may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not County, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

17. Termination. The County or Contractor may terminate this agreement with 60 days written notices.

17.01 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.

132 17.02 The County may cancel and terminate this Agreement for good cause effective  
133 immediately upon written notice to CONTRACTOR. "Good cause" includes the  
134 failure of CONTRACTOR to perform the required services at the time and in the  
135 manner provided under this Agreement. If County terminates this Agreement for  
136 good cause, the County may be relieved of the payment of any consideration to  
137 CONTRACTOR, and the County may proceed with the work in any manner, which  
138 County deems proper. The cost to the County shall be deducted from any sum  
139 due the CONTRACTOR under this Agreement.  
140

141 17.03 The County's payments to CONTRACTOR under this Agreement are funded by  
142 local, state and federal governments. If funds from local, state and federal  
143 sources are not obtained and continued at a level sufficient to allow for the  
144 County's purchase of the indicated quantity of services, then the County may give  
145 written notice of this fact to CONTRACTOR, and the obligations of the parties  
146 under this Agreement shall terminate immediately, or on such date thereafter, as  
147 the County may specify in its notice, unless in the meanwhile the parties enter into  
148 a written amendment modifying this Agreement.  
149

150 18. Notices. All notices provided for by this Agreement shall be in writing and may be  
151 delivered by deposit in the First Class United States mail, by certified, or by registered mail,  
152 postage prepaid. All notices appertaining to the provisions of this Agreement, shall be  
153 addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California  
154 95677. Notices to the County shall be addressed to Monterey County Treasurer-Tax  
155 Collector. 168 West Alisal, 1<sup>st</sup> Floor. Salinas, CA 93901. Effective date of all notices shall  
156 permit a minimum of five (5) days for transit in the mails.  
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IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

**MONTEREY COUNTY**

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

Approved as to Fiscal Provisions: \_\_\_\_\_

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: \_\_\_\_\_

Approved as to Liability Provisions: \_\_\_\_\_

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

**MEGABYTE SYSTEMS, INC.  
CONTRACTOR**

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

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

## **EXHIBIT A**

### **SCOPE OF SERVICE**

#### **MPTS maintenance support services**

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Contractor personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Contractor website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Contractor will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
  - Contractor will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Contractor if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Contractor actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Contractor via Contractor network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

## **SQL server database support services**

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Contractor will install it and do any necessary property system upgrades). Contractor determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Contractor, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## **Online Business Property Filing Maintenance/Support**

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change
- View/Print of completed form(s)
- Extraction of data for web access
- Audit reports
- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

## **MPTS Web Enhancements/Services Maintenance**

Contractor shall provide the following MPTS Web Services & support as follows:

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Name or Address only may be selected to appear (as determined by County), not both.
- Tax Collector Function – Prior year (previous year only) View/Print Taxbill online (additional charge).

Agency Version for Assessor and Tax Collector Departments:

- Assessor Historical search capabilities (dependant on the amount of online history stored the County).
- Tax Collector Historical search capabilities (dependant on the amount of online history stored the County).
- Customization of displayed data.

**Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public and Agency Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

**Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.

## **MPTS Transient Occupancy Tax Module (TOT)**

The TOT module is designed to provide the County with the ability to manage the different processes involved in collecting TOT as mandated by legislation. The key processes are:

- Registration
- Reporting / Collection
- Audit
- Allocation
- Reporting

**Grant of License and Ownership.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the MPTS Transient Occupancy Tax Module, hereinafter referred to as TOT.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the TOT software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.

**Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual licensing and maintenance fee is paid to Contractor by County.

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

The support cost for services described in Exhibit A – Scope of Service shall be as follows:

FY-2016/2017 Rates	
MPTS Property Tax System Maintenance	\$310,977.75 annual charge
Online Business Property Filing Maintenance/Support	\$3,000.00 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 5,039.53 annual charge
Agency Web – Assessor / Tax Collector Modules	\$12,598.87 annual charge
Tax Collector – Prior Year (previous year only) View/Print Taxbill Online	\$ 515.14 annual charge
Transient Occupancy Tax Module (TOT)	\$3,000.00 annual charge

### COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:  
**\$150.00 per hour**
2. On-site support, with a four-hour minimum, including time in transit.  
**\$150.00 per hour**
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

**AMENDMENT No. 1 to the MPTS MAINTENANCE AGREEMENT  
A-13259 between MEGABYTE SYSTEMS, INC. and the County of  
Monterey**

**THIS AMENDMENT No. 1** is made to the CONTRACTUAL AGREEMENT A-13259 (hereinafter referred to as "A-13259") dated July 1, 2016, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MEGABYTE SYSTEMS INC., hereinafter referred to as "Contractor".

**WHEREAS**, County and Contractor wish to amend A-13259 (hereinafter referred to as "Agreement") to include an additional year of maintenance for the Megabyte Property Tax System for fiscal year 2017-2018 at a 2.06% cost of living increase from the current annual rate.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The Agreement is hereby amended to extend the term of the maintenance and support services for an additional year through and including June 30, 2018. For the maintenance and support between July 1, 2017 and June 30, 2018, the payment rates for services performed by Contractor for the additional time period shall be amended as set forth in Exhibit 2017/2018B, attached to this Amendment No. 1. The total financial liability to the County for the period July 1, 2017 to June 30, 2018 pursuant to the terms of this Amended Agreement shall not exceed \$339,100.51.
2. Effective July 1, 2017, and for the remainder of the term of the Agreement, the Scope of Work shall be replaced in its entirety with the Scope of Work Exhibit 2017/2018A, attached to this Amendment No. 1.
3. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Agreement shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 1 and its Exhibits shall be affixed to the original Agreement.

*This space was intentionally left blank*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

5-10-17

CONTRACTOR

By:

Signature of Chair, President, or  
Vice-President

SHARON A. ZALITE, PRESIDENT

Printed Name and Title

Dated:

04-26-17

By:

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

NICHOLAS BETTS, SECRETARY

Printed Name and Title

Dated:

04-26-17

Approved as to Form:

Deputy County Counsel

Dated:

5-8-17

Reviewed as to fiscal provisions

Auditor-Controller  
County of Monterey

5-4-17

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



# Exhibit 2017/2018A to Agreement A-13259 Between the County of Monterey and Megabyte Systems Inc.

## EXHIBIT A

### SCOPE OF SERVICE

#### MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Contractor personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Contractor website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Contractor will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
  - Contractor will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Contractor if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Contractor actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at its own expense, access to Contractor via Contractor network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

## **SQL server database support services**

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Contractor will install it and do any necessary property system upgrades). Contractor determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Contractor, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## **Online Business Property Filing Maintenance/Support**

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change
- View/Print of completed form(s)
- Extraction of data for web access

Amendment No. 1 to Agreement No. 13259 with Megabyte Systems Inc. and the County of Monterey

- Audit reports
- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

## **MPTS Web Enhancements/Services Maintenance**

Contractor shall provide the following MPTS Web Services & support as follows:

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Name or Address only may be selected to appear (as determined by County), not both.
- Tax Collector Function – Prior year (previous year only) View/Print Tax bill online (additional charge).

Agency Version for Assessor and Tax Collector Departments:

- Assessor Historical search capabilities (dependent on the amount of online history stored the County).
- Tax Collector Historical search capabilities (dependent on the amount of online history stored the County).
- Customization of displayed data.

**Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public and Agency Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

**Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.

# Exhibit 2017/2018B to Agreement A-13259 Between the County of Monterey and Megabyte Systems Inc.

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

The support cost for services described in Exhibit A – Scope of Service shall be as follows:

FY-2017/2018 Rates	
MPTS Property Tax System Maintenance	\$317,508.25 annual charge
Online Business Property Filing Maintenance/Support	\$3,063.00 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 5,145.36 annual charge
Agency Web – Assessor / Tax Collector Modules	\$12,863.45 annual charge
Tax Collector – Prior Year (previous year only) View/Print Taxbill Online	\$ 520.45 annual charge

### COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

- Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:  
**\$150.00 per hour**
- On-site support, with a four-hour minimum, including time in transit.  
**\$150.00 per hour**
- Travel expenses: At actual cost in accordance with County's current travel expense policy.

RECEIVED

APR - 6 2018

BY ASSESSOR

**AMENDMENT No. 2 to the MPTS MAINTENANCE AGREEMENT  
A-13259 between MEGABYTE SYSTEMS, INC. and the County of  
Monterey**

**THIS AMENDMENT No. 2** is made to the CONTRACTUAL AGREEMENT A-13259 (hereinafter referred to as "A-13259") dated July 1, 2016, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MEGABYTE SYSTEMS INC., hereinafter referred to as "Contractor".

**WHEREAS**, County and Contractor wish to amend A-13259 (hereinafter referred to as "Agreement") to include an additional year of maintenance for the Megabyte Property Tax System for fiscal year 2018-2019 at a 2.1% cost of living increase from the current annual rate.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The Agreement is hereby amended to extend the term of the maintenance and support services for an additional year through and including June 30, 2019. For the maintenance and support between July 1, 2018 and June 30, 2019, the payment rates for services performed by Contractor for the additional time period shall be amended as set forth in Exhibit 2018/2019B, attached to this Amendment No. 2. The total financial liability to the County for the period July 1, 2018 to June 30, 2019 pursuant to the terms of this Amended Agreement shall not exceed \$347,038.40.
2. Effective July 1, 2018, and for the remainder of the term of the Agreement, the Scope of Work shall be replaced in its entirety with the Scope of Work Exhibit 2018/2019A, attached to this Amendment No. 2.
3. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Agreement shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 2 and its Exhibits shall be affixed to the original Agreement.

*This space was intentionally left blank*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

4-12-18

CONTRACTOR

By:

Signature of Chair, President, or  
Vice-President

SHARON A. ZACHTE, PRESIDENT

Printed Name and Title

Dated:

04.04.18

By:

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

NICHOLAS BETTS, SECRETARY

Printed Name and Title

Dated:

04.04.18

Approved as to Form:

Deputy County Counsel

Dated:

4-10-18

Reviewed as to fiscal provisions

Auditor-Controller  
County of Monterey

4-10-18

\*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.



# Exhibit 2018/2019A to Agreement A-13259 Between the County of Monterey & Megabyte Systems, Inc.

## EXHIBIT A

### SCOPE OF SERVICE

#### MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Contractor personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Contractor website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Contractor will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
  - Contractor will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Contractor if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Contractor actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at its own expense, access to Contractor via Contractor network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

## **SQL server database support services**

Contractor will provide the following SQL server database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Contractor will install it and do any necessary property system upgrades). Contractor determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Contractor, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## **Online Business Property Filing Maintenance/Support**

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change
- View/Print of completed form(s)
- Extraction of data for web access
- Audit reports
- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

## **MPTS Web Enhancements/Services Maintenance**

Contractor shall provide the following MPTS Web Services & support as follows:

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Name or Address only may be selected to appear (as determined by County), not both.
- Tax Collector Function – Prior year (previous year only) View/Print Tax bill online (additional charge).

Agency Version for Assessor and Tax Collector Departments:

- Assessor Historical search capabilities (dependent on the amount of online history stored the County).
- Tax Collector Historical search capabilities (dependent on the amount of online history stored the County).
- Customization of displayed data.

**Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public and Agency Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

**Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.

# Exhibit 2017/2018B to Agreement A-13259 Between the County of Monterey and Megabyte Systems Inc.

**EXHIBIT B**

**PAYMENT FOR SERVICES RENDERED**

FY-2018/2019 MPTS Maintenance Rates

01/23/18

**Monterey County:**

The following rates are effective from July 1, 2018 thru June 30, 2019. These rates reflect an increase of 2.1%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2017.

**FY-2018/2019 Rates**

MPTS Property Tax System Maintenance	\$324,175.91 annual charge
Online Business Property Filing Maintenance/Support	\$3,127.32 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 5,253.41 annual charge
Agency Web – Assessor / Tax Collector Modules	\$13,133.58 annual charge
Tax Collector – Prior Year (previous year only) View/Print Taxbill Online	\$ 531.38 annual charge
Tax Collector – Historical Expansion Bill Print	\$ 816.80 annual charge

---

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[www.mptsweb.com](http://www.mptsweb.com)

Amendment No. 2 to Agreement 13259 with Megabyte Systems, Inc. and the County of Monterey

## Megabyte 2018-19

		Auditor-Controller	Treasurer	Assessor	
MPTS Property Tax System Maintenance/Support (SQL Server database support included)	324,175.91	3 way split	ea.	108,058.64	108,058.63
					324,175.91
Online Business Property Filing Maintenance/Support for Assessor	3,127.32	Assessor		3,127.32	
Web: Public Version for Assessor and Tax Collector Prior Year tax	5,253.41	Assessor		2,626.70	5,253.41
		Tax Collector	ea.		
Bill online for Tax Collector	1,348.18	Tax Collector		1,348.18	
Web: Agency Version for Assessor and Tax Collector	13,133.58	Assessor		6,566.79	13,133.58
		Tax Collector	ea.		
	347,038.40			108,058.64	118,600.31
					120,379.45
					347,038.40

# **AMENDMENT No. 3 to the MPTS MAINTENANCE AGREEMENT A-13259 between MEGABYTE SYSTEMS, INC. and the County of Monterey**

**THIS AMENDMENT No. 3** is made to the CONTRACTUAL AGREEMENT A-13259 (hereinafter referred to as "A-13259") dated July 1, 2016, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MEGABYTE SYSTEMS INC., hereinafter referred to as "Contractor".

**WHEREAS**, County and Contractor wish to amend A-13259 (hereinafter referred to as "Agreement") to include an additional year of maintenance for the Megabyte Property Tax System for fiscal year 2019-2020 at a 1.9% cost of living increase from the current annual rate.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The Agreement is hereby amended to extend the term of the maintenance and support services for an additional year through and including June 30, 2020. For the maintenance and support between July 1, 2019 and June 30, 2020, the payment rates for services performed by Contractor for the additional time period shall be amended as set forth in Exhibit 2019/2020B-3, attached to this Amendment No. 3. The total financial liability to the County for the period July 1, 2019 to June 30, 2020 pursuant to the terms of this Amended Agreement shall not exceed \$353,632.14.
2. Effective July 1, 2019, and for the remainder of the term of the Agreement, the Payment for Services Rendered Exhibit B shall be replaced in its entirety with the Payment for Services Rendered Exhibit B-3, attached to this Amendment No. 3.
3. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Agreement shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 3 and its Exhibit shall be affixed to the original Agreement.

*This space was intentionally left blank*



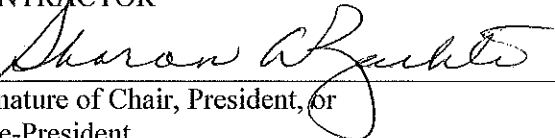
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer


Dated: 3.28.19

CONTRACTOR

By:   
Signature of Chair, President, or  
Vice-President

SHARON A. ZACHTE, PRESIDENT  
Printed Name and Title

Dated: 03.04.19

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

NICHOLAS BETTS, SECRETARY  
Printed Name and Title


Dated: 03.04.19

Approved as to Form:

  
Deputy County Counsel *Smelkin*

Dated: 3-25-19

Reviewed as to fiscal provisions

  
Auditor-Controller  
County of Monterey

3-25-19

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

Exhibit 2019/2020B-3 to  
Agreement A-13259  
Between the County of  
Monterey and  
Megabyte Systems Inc.  
Effective July 1, 2019

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

FY-2019/2020 MPTS Maintenance Rates

01/28/19

#### Monterey County:

The following rates are effective from July 1, 2019 thru June 30, 2020. These rates reflect an increase of 1.9%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2018.

#### FY-2019/2020 Rates

MPTS Property Tax System Maintenance	\$330,335.26 annual charge
Online Business Property Filing Maintenance/Support	\$3,186.74 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 5,353.22 annual charge
Agency Web – Assessor / Tax Collector Modules	\$13,383.12 annual charge
Tax Collector – Prior Year (previous year only) View/Print Taxbill Online	\$ 541.48 annual charge
Tax Collector – Historical Expansion Bill Print	\$ 832.32 annual charge

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[www.mptsweb.com](http://www.mptsweb.com)

Amendment No. 3 to Agreement 13259 with Megabyte Systems, Inc. and the County of Monterey

Page 4 of 4

**AMENDMENT No. 4 to the MPTS MAINTENANCE AGREEMENT  
A-13259 between MEGABYTE SYSTEMS, INC. and the County of  
Monterey**

**THIS AMENDMENT No. 4** is made to the CONTRACTUAL AGREEMENT A-13259 (hereinafter referred to as "A-13259") dated July 1, 2016, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MEGABYTE SYSTEMS INC., hereinafter referred to as "Contractor".

**WHEREAS**, County and Contractor wish to amend A-13259 (hereinafter referred to as "Agreement") to include an additional year of maintenance for the Megabyte Property Tax System for fiscal year 2020-2021 at a 2.3% cost of living increase from the current annual rate.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The Agreement is hereby amended to extend the term of the maintenance and support services for an additional year through and including June 30, 2021. For the maintenance and support between July 1, 2020 and June 30, 2021, the payment rates for services performed by Contractor for the additional time period shall be amended as set forth in Exhibit 2020/2021B, attached to this Amendment No. 4. The total financial liability to the County for the period July 1, 2020 to June 30, 2021 pursuant to the terms of this Amended Agreement shall not exceed \$364,834.66.
2. Effective July 1, 2020, and for the remainder of the term of the Agreement, the Payment for Services Rendered Exhibit B shall be replaced in its entirety with the Payment for Services Rendered Exhibit B-4, attached to this Amendment No. 4.
3. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Agreement shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 4 and its Exhibits shall be affixed to the original Agreement.

*This space was intentionally left blank*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

CONTRACTOR

By: Sharon A. Zachte  
Signature of Chair, President, or  
Vice-President

SHARON A. ZACHTE, PRESIDENT  
Printed Name and Title

Dated: 02.28.20

By: N. M. Betts  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

NICHOLAS M. BETTS, SECRETARY  
Printed Name and Title

Dated: 02.28.20

Approved as to Form:

[Signature]  
Deputy County Counsel J. MALLIN

Dated: 3-10-2020

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

Exhibit 2020/2021B-4 to  
Agreement A-13259  
Between the County of  
Monterey and  
Megabyte Systems Inc.  
Effective July 1, 2020

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

FY-2020/2021 MPTS Maintenance Rates

01/27/20

#### Monterey County:

The following rates are effective from July 1, 2020 thru June 30, 2021. These rates reflect an increase of 2.3%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2019.

#### FY-2020-2021 Rates

MPTS Property Tax System Maintenance	\$337,932.97 annual charge
Online Business Property Filing Maintenance/Support	\$3,260.03 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 5,476.34 annual charge
Agency Web – Assessor / Tax Collector Modules	\$13,690.93 annual charge
Tax Collector – Prior Year (previous year only) View/Print Taxbill Online	\$ 553.93 annual charge
Tax Collector – Historical Expansion Bill Print	\$ 851.46 annual charge
Tax Collector – Tax Sale Module	\$ 3,069.00 annual charge

## **AMENDMENT No. 5 to the MPTS MAINTENANCE AGREEMENT A-13259 between MEGABYTE SYSTEMS, INC. and the County of Monterey**

**THIS AMENDMENT No. 5** is made to the CONTRACTUAL AGREEMENT A-13259 (hereinafter referred to as "A-13259") dated July 1, 2016, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MEGABYTE SYSTEMS INC., hereinafter referred to as "Contractor".

**WHEREAS**, County and Contractor wish to amend A-13259 (hereinafter referred to as "Agreement") to include an additional year of maintenance for the Megabyte Property Tax System for fiscal year 2021-2022 at no change from the current annual rate.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The Agreement is hereby amended to extend the term of the maintenance and support services for an additional year through and including June 30, 2022. For the maintenance and support between July 1, 2021 and June 30, 2022, the payment rates for services performed by Contractor for the additional time shall be amended as set forth in Exhibit 2021/2022B, attached to this Amendment No. 5. The total financial liability to the County for the period July 1, 2021 to June 30, 2022 pursuant to the terms of this Amended Agreement shall not exceed \$364,834.66.
2. Effective July 1, 2021, and for the remainder of the term of the Agreement, the Payment for Services Rendered Exhibit B shall be replaced in its entirety with the Payment for Services Rendered Exhibit B-5, attached to this Amendment No. 5.
3. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Agreement shall remain unchanged and unaffected by this Amendment and shall continue in full force and effect. A copy of this Addendum No. 5 and its Exhibits shall be affixed to the original Agreement.

*This space was intentionally left blank*



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  
7D741997AA9D41B...  
Contracts/Purchasing Officer

Dated: 4/28/2021 | 9:47 AM PDT

DocuSigned by:  
Steve Vagnini  
5D1F4C2C573A41B...  
Assessor-County Clerk/Recorder

Dated: 4/28/2021 | 4:45 PM PDT

DocuSigned by:  
Gary Giboney  
D3B34BEEC1D8449...  
Auditor Controller

Dated: 4/27/2021 | 10:27 AM PDT

Approved as to Form:

DocuSigned by:  
Brian Briggs  
2926AA5CB79F475...  
Deputy County Counsel

Dated: 4/27/2021 | 10:15 AM PDT

CONTRACTOR

DocuSigned by:  
[Signature]  
By: 14E2832B18B045A...  
Signature of Chair, President, or  
Vice-President

Ryan Dean Vice President

Printed Name and Title

Dated: 4/21/2021 | 9:22 AM PDT

DocuSigned by:  
Nicholas Betts  
By: 62E41E9726404A0...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Nicholas Betts Secretary

Printed Name and Title

Dated: 4/21/2021 | 9:09 AM PDT

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

# Exhibit 2021/2022B-5 to Agreement A-13259 Between the County of Monterey and Megabyte Systems Inc. Effective July 1, 2021

**EXHIBIT B****PAYMENT FOR SERVICES RENDERED**FY-2021/2022 MPTS Maintenance Rates01/26/21**Monterey County:**

In response to the financial burden caused by the COVID pandemic and other natural disasters, Megabyte will not be increasing support rates for FY-2021/2022.

**FY-2021-2022 Rates**

MPTS Property Tax System Maintenance	\$337,932.97 annual charge
Online Business Property Filing Maintenance/Support	\$3,260.03 annual charge
Public Web – Assessor / Tax Collector Modules	\$ 5,476.34 annual charge
Agency Web – Assessor / Tax Collector Modules	\$13,690.93 annual charge
Tax Collector – Prior Year (previous year only) View/Print Taxbill Online	\$ 553.93 annual charge
Tax Collector – Historical Expansion Bill Print	\$ 851.46 annual charge
Tax Collector – Tax Sale Module	\$ 3,069.00 annual charge

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[www.mptsweb.com](http://www.mptsweb.com)



# Monterey County

Item No.41

## Board Report

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

Legistar File Number: 21-923

November 16, 2021

Introduced: 10/20/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: General Agenda Item

Approve Property Tax Transfer for the proposed "Mission Linen Reorganization" involving annexation of 2.99 acres to the City of Pacific Grove and detachment from the Monterey County Resource Conservation District.

### RECOMMENDATION

It is recommended that the Board of Supervisors take the following actions:

Approve Property Tax Transfer for the proposed "Mission Linen Reorganization" involving annexation of 2.99 acres to the City of Pacific Grove and detachment from the Monterey County Resource Conservation District.

### SUMMARY

The Monterey County Local Agency Formation Commission (LAFCO) is in receipt of a reorganization proposal involving annexation of the 2.99 acre Mission Linen property to the City of Pacific Grove and detachment from the Monterey County Resource Conservation District. The proposal cannot be considered by LAFCO until a property tax transfer has been approved by the City and County.

### DISCUSSION

Regarding the property tax transfer, the Board of Supervisors has previously adopted a pro forma "fair share" tax transfer resolution. The resolution provides that the County and affected agencies would transfer a percentage of their "tax base revenue" based on the pro rata share of the City's equivalent tax rate to the combined City/County equivalent tax rates. The formula has been revised to reflect the County's loss of property tax revenue that was imposed by the State during fiscal year 1993-94. Non-affected jurisdictions would retain their percentage share of property taxes collected within an affected tax code area. Of the total amount of property taxes available for distribution, the City of Pacific Grove would receive 45.52% and the County would receive 54.48%. In addition, the City would receive a portion of property tax attributed to the Pebble Beach Community Services District as agreed to in the City/PBCSD MOU.

### OTHER AGENCY INVOLVEMENT

The attached resolution was previously approved as to form by County Counsel. The Auditor-Controller has reviewed the property tax allocation proposed in this report

## **FINANCING**

The reorganization proposal territory is within Tax Rate Area 102-003. This Tax Rate Area has the following property tax increment distribution: 23.11% - County of Monterey; 0.21% - affected districts; 76.68% - non-affected districts; 100% - total. Due to property tax revenue reductions imposed by the State on the County of Monterey, the percentage share of existing County property tax available for distribution has been reduced by 41 percent from 23.11% to 13.63%. As recommended, the County would receive 7.43% and the City would receive 6.20% of the amount available for distribution. In addition, the City would receive the 0.18% previously allocated to the Pebble Beach Community Services District, for a total allocation of 6.38%. After adding back in the 41% reduction, the County would receive 16.91% of the total property tax collected within the affected area if the reorganization is approved.

---

Nicholas Chiulos,  
Assistant County Administrative Officer

### Attachments:

PG-PBCSD MOU

Mission Linen Tax Transfer Resolution

### cc:

Ben Harvey, City Manager Pacific Grove

Alyson Hunter, Community Development Director, City of Pacific Grove

Mike Niccum, General Manager, Pebble Beach Community Services District

Kate McKenna, LAFCO Executive officer

Joey Nolasco, MCO Auditor-Controller



# Monterey County

Item No.

## Board Report

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

Legistar File Number: 21-923

November 16, 2021

Introduced: 10/20/2021

Current Status: Draft

Version: 1

Matter Type: General Agenda Item

Approve Property Tax Transfer for the proposed "Mission Linen Reorganization" involving annexation of 2.99 acres to the City of Pacific Grove and detachment from the Monterey County Resource Conservation District.

### **RECOMMENDATION**

It is recommended that the Board of Supervisors take the following actions:

Approve Property Tax Transfer for the proposed "Mission Linen Reorganization" involving annexation of 2.99 acres to the City of Pacific Grove and detachment from the Monterey County Resource Conservation District.

### **SUMMARY**

The Monterey County Local Agency Formation Commission (LAFCO) is in receipt of a reorganization proposal involving annexation of the 2.99 acre Mission Linen property to the City of Pacific Grove and detachment from the Monterey County Resource Conservation District. The proposal cannot be considered by LAFCO until a property tax transfer has been approved by the City and County.

### **DISCUSSION**

Regarding the property tax transfer, the Board of Supervisors has previously adopted a pro forma "fair share" tax transfer resolution. The resolution provides that the County and affected agencies would transfer a percentage of their "tax base revenue" based on the pro rata share of the City's equivalent tax rate to the combined City/County equivalent tax rates. The formula has been revised to reflect the County's loss of property tax revenue that was imposed by the State during fiscal year 1993-94. Non-affected jurisdictions would retain their percentage share of property taxes collected within an affected tax code area. Of the total amount of property taxes available for distribution, the City of Pacific Grove would receive 45.52% and the County would receive 54.48%. In addition, the City would receive a portion of property tax attributed to the Pebble Beach Community Services District as agreed to in the City/PBCSD MOU.

### **OTHER AGENCY INVOLVEMENT**

The attached resolution was previously approved as to form by County Counsel. The Auditor-Controller has reviewed the property tax allocation proposed in this report

### **FINANCING**

The reorganization proposal territory is within Tax Rate Area 102-003. This Tax Rate Area has the following property tax increment distribution: 23.11% - County of Monterey; 0.21% - affected districts; 76.68% - non-affected districts; 100% - total. Due to property tax revenue reductions imposed by the State on the County of Monterey, the percentage share of existing County property tax available for distribution has been reduced by 41 percent from 23.11% to 13.63%. As recommended, the County would receive 7.43% and the City would receive 6.20% of the amount available for distribution. In addition, the City would receive the 0.18% previously allocated to the Pebble Beach Community Services District, for a total allocation of 6.38%. After adding back in the 41% reduction, the County would receive 16.91% of the total property tax collected within the affected area if the reorganization is approved.

---

Nicholas Chiulos,  
Assistant County Administrative Officer

cc:

Ben Harvey, City Manager Pacific Grove  
Alyson Hunter, Community Development Director, City of Pacific Grove  
Mike Niccum, General Manager, Pebble Beach Community Services District  
Kate McKenna, LAFCO Executive officer  
Joey Nolasco, MCO Auditor-Controller

**RESOLUTION 21-006**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE  
AUTHORIZING THE FILING OF AN ANNEXATION APPLICATION TO THE  
MONTEREY COUNTY LOCAL AGENCY FORMATION COMMISSION FOR THE  
MISSION LINEN SUPPLY PROPERTY LOCATED AT 801 SUNSET DRIVE  
(APN 007-101-036-000) AND AUTHORIZING ENTERING INTO A MEMORANDUM OF  
UNDERSTANDING WITH THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT  
RELATING TO THE PROVISION OF SERVICES**

**WHEREAS**, the City of Pacific Grove (City) desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with California Government Code Section 56000, for a change of organization consisting of the annexation of territory to the City of Pacific Grove; and

**WHEREAS**, the subject 2.99-acre territory is located at 801 Sunset Drive, APN 007-101-036-000 (Exhibit 1), and is within the County of Monterey and located outside City limits; and

**WHEREAS**, pursuant to Section 56654 of the California Government Code, notice of intent to adopt this Resolution of Application was given to the Monterey County Local Agency Formation Commission (LAFCO), interested agencies and subject agencies at least twenty-one (21) days before the adoption of this Resolution; and

**WHEREAS**, on April 21, 2021, this Council conducted a public hearing based upon this notification; and

**WHEREAS**, the principal reasons for the proposed reorganization are as follows:

1. The subject property is surrounded on all sides by City limits;
2. The subject property was rezoned by the City Council through its adoption of Ordinance 20-008 on March 18, 2020;
3. The subject property is identified in the City's 1994 General Plan as the only County of Monterey property within the City's mapped Sphere of Influence and was assigned a land use designation as part of the adoption of the General Plan; and
4. The subject property is accessed by Sunset Drive, a public, City-maintained public street and is served by City fire and police protection.

**WHEREAS**, the following agency or agencies that would be affected by the proposed jurisdictional changes and tax transfer agreement include:

<u>Agency</u>	<u>Nature of Change</u>
City of Pacific Grove	Jurisdictional Boundary
Pacific Grove Unified School District	Tax Receiving Entity
Monterey Peninsula Community College Dist.	Tax Receiving Entity
County of Monterey	Tax Receiving Entity
Monterey Co. Office of Education	Tax Receiving Entity
Monterey County Library	Tax Receiving Entity
Monterey Co. Water Resources Agency (MCWRA) District	Tax Receiving Entity
MCWRA Zone 11	Tax Receiving Entity
Monterey Peninsula Water District	Tax Receiving Entity
Pebble Beach Community Services District	Tax Receiving Entity



Monterey Regional Park District  
Monterey Airport District

Tax Receiving Entity  
Tax Receiving Entity

**WHEREAS**, the annexation of the subject property is supported by the City's General Plan Section 2.6 – *Development Potential and Annexation*; and

**WHEREAS**, City records indicate that annexation of the subject property has been contemplated since the mid-1980s, thus informing the General Plan language referenced in Section 2.6 – *Development Potential and Annexation*; and

**WHEREAS**, the property was recently rezoned "Light Commercial (C-1)", which allows a wide variety of potential uses including mixed-use commercial, multi-family residential, and light industrial uses; and

**WHEREAS**, the City has been in discussions about the rezoning and future annexation of the property with the owner of the subject property, Mission Linen Supply, and has received written support of both actions from the owner; and

**WHEREAS**, the Pebble Beach Community Services District (PBCSD) authorizes its General Manager to enter into a Memorandum of Understanding (MOU) with the City of Pacific Grove (Exhibit 2) relating to the provision of wastewater services, solid waste, and fire protection into the future.

**WHEREAS**, the City has been in discussions with LAFCO of Monterey County, which has indicated its support of the annexation given the "island" nature of the current situation; and

**WHEREAS**, the Pacific Grove Planning Commission recommends the City Council find the proposed annexation of the Mission Linen Supply property exempt from environmental review per the Class 19, § 15319 CEQA exemption for annexations of existing facilities and lots for exempt facilities. The subject property is developed with an industrial laundry facility that has been nonoperable for the past three (3) or more years. No new development, demolition, or establishment of a new use at the subject property is proposed at this time; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE:**

Section 1. This Resolution of Application is hereby adopted and the Local Agency Formation

Commission of Monterey County is hereby requested to take proceedings in the matter of the annexation of territory as authorized and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

Section 2. The annexation is exempt from environmental review pursuant to CEQA §15319 (Class 19 – Annexations of Existing Facilities and Lots for Exempt Facilities).

Section 3. City Staff is directed to submit an application for annexation of the area included within Exhibit 1, attached hereto and incorporated herein, to the Monterey County Local Agency Formation Commission.

Section 4. The City Manager is hereby authorized to execute the Memorandum of Understanding (MOU) with the Pebble Beach Community Services District referenced herein.

Section 5. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following passage and adoption hereof.

**PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE** this 21st day of April 2021, by the following vote:

AYES: Mayor Peake, Councilmembers Amelio, Coletti, McAdams, Poduri, and Tomlinson.

NOES: None.

ABSENT: None.

APPROVED:

DocuSigned by:

*Bill Peake*

6C7C88B632C34D8

BILL PEAKE, Mayor

ATTEST: 4/26/2021

DATED:

DocuSigned by:

*Sandra Kandell*

4F11A61C850B4E1...

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

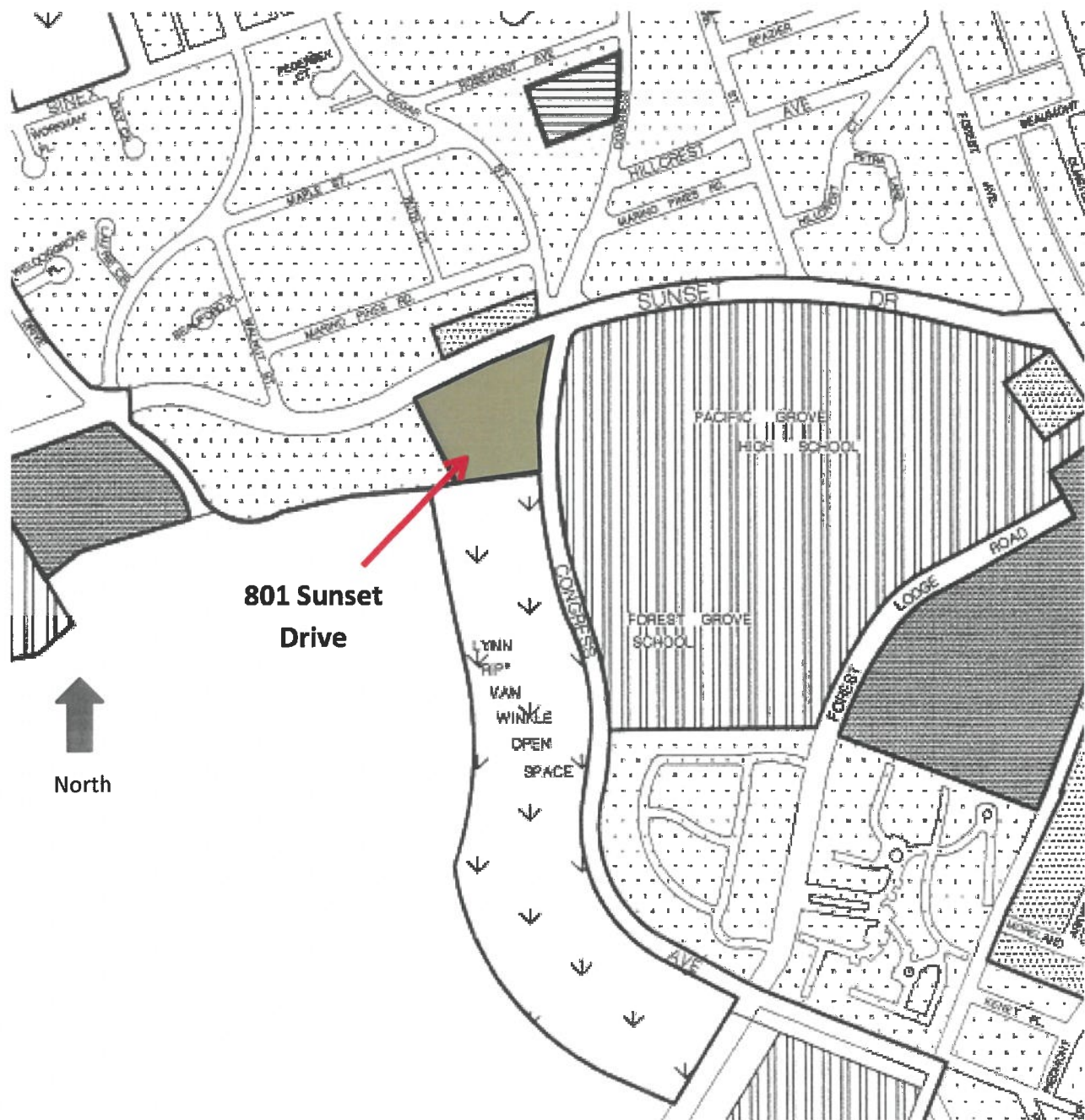
DocuSigned by:

*David C. Laredo*

E06545E32B2846E

DAVID C. LAREDO, City Attorney

Exhibit 1



## Exhibit 2

# MEMORANDUM OF UNDERSTANDING BETWEEN PEBBLE BEACH COMMUNITY SERVICES DISTRICT AND CITY OF PACIFIC GROVE FOR RETAINING EXISTING WASTEWATER SERVICES FOR THE PROPERTY KNOWN AS 801 SUNSET DR., PACIFIC GROVE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this July 30, 2021 (Effective Date), by and between the City of Pacific Grove, a municipal corporation of the State of California (City), and the Pebble Beach Community Services District, a California Community Services District (PBCSD), collectively, the Parties, with reference to the following facts.

### FACTS

1. The City has initiated proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with California Government Code Section 56000, for a change of organization consisting of the annexation of territory to the City.
2. The subject property is a 2.99-acre territory is located at 801 Sunset Drive, APN 007-101-036-000 (Property), and is within the County of Monterey and located outside City limits.
3. The Property is within the service jurisdiction of the PBCSD. PBCSD currently provides wastewater, solid waste, and fire protection services to the Property and has access to the Property's wastewater flows.
4. The Parties have discussed the potential for PBCSD to retain wastewater rights, post-annexation to the City, and this MOU would be beneficial in moving those efforts forward.
5. Currently, PBCSD receives approximately \$1,828.00 per year in property tax as reflected in the 0.203914 share of total property taxes assessed and collected by the County. This amount is distributed between all three (3) of the services mentioned herein. Because PBCSD will retain wastewater transmission and treatment responsibilities, it requests that a small portion (0.02) of the total County assessment be retained post-annexation. This equates to approximately \$179.34/yr in tax payment. This will be activated through the Property Tax Transfer agreement between the City of Pacific Grove and the County of Monterey upon annexation.

**NOW, THEREFORE,** the City and PBCSD agree as follows:

The above facts, including the paragraph preceding the facts, are hereby incorporated into this MOU as if set forth herein in full.

### ARTICLE 1— RESPONSIBILITIES

- a. CITY shall forgo access to current and future wastewater flows in recognition of the existing infrastructure that PBCSD has constructed to serve the Property.
- b. CITY shall assume the provision of solid waste service, fire protection service, and police service to the Property in accordance with existing ordinances and agreement with the City of Monterey for fire protection services, or its successor. CITY shall be the Authority Having Jurisdiction relative to emergency response, code adoption and enforcement, fire investigation and other legally obligated fire protection services.
- c. CITY shall assume provision of police service and solid waste service to the Property in accordance to existing franchise agreements and other contracts with GreenWaste Recovery (or its successor) for solid waste service.
- d. California-American Water Company or its successor in interest shall continue to provide water to the Property.
- e. Any owner or developer of the Property, in its discretion, may purchase entitlements for reclaimed water or additional potable water, if needed, from the Pebble Beach Company or the City.
- f. PBCSD agrees that it will not object to or oppose City's annexation of the Property into the City's jurisdictional boundaries and the release of all current services other than wastewater to the City.

## **ARTICLE 2— TERM AND TERMINATION**

This MOU shall commence on the Effective Date and shall remain in effect so long as not terminated. Either Party shall be entitled to terminate this MOU at any time with thirty (30) days prior written notice to the other Party.

## **ARTICLE 3— MUTUAL INDEMNIFICATION**

- a. PBCSD 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 MOU by PBCSD and/or its agents, employees or PBCSD's sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the City. PBCSD shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the PBCSD is obligated to indemnify, defend and hold harmless the City under this MOU.
- b. City shall indemnify, defend, and hold harmless PBCSD, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by City and/or its agents, employees or City's sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of PBCSD. The City shall reimburse PBCSD for all costs, attorneys'

fees, expenses and liabilities incurred with respect to any litigation in which the City is obligated to indemnify, defend and hold harmless PBCSD under this MOU.

#### **ARTICLE 4— INSURANCE**

Each Party recognizes and accepts the other Party is self-insured. Either Party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

#### **ARTICLE 5— ASSIGNMENT**

Neither Party shall have the right to assign its respective rights and obligations hereunder without the written consent of the other Party.

#### **ARTICLE 6— LAW AND VENUE**

This MOU shall be in accordance with the laws of the State of California. Venue shall be within the County of Monterey, California.

#### **ARTICLE 7— ATTORNEY'S FEES AND COSTS**

In the event any dispute arising out of this MOU is brought before a court of law, all reasonable fees and costs shall be awarded to the prevailing party, including expert witness fees. These fees and cost shall be taxed as costs in that proceeding and shall not necessitate the filing of a separate action.

#### **ARTICLE 8— NOTICES**

Any notices required or given pursuant to this MOU shall be given in writing by personal delivery, or by United States mail, return receipt requested. Notices shall be sent to the addresses as set forth below or to the owner(s) of the Property or to such other address as any party may from time to time specify in writing to the other:

To:           Mike Niccum  
                General Manager  
                Pebble Beach Community  
                Services (PBCSD)  
                3101 Forest Lake Road  
                Pebble Beach, CA 93950

Ben Harvey  
City Manager  
City of Pacific Grove  
300 Forest Ave.  
Pacific Grove, CA 93950

#### **ARTICLE 9— ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the Parties hereto concerning the subject matter hereof. This MOU may only be modified by mutual written agreement between the Parties.

#### **ARTICLE 10 — SEVERABILITY**

The invalidity of any provision of this MOU as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

#### ARTICLE 11 — COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.


#### ARTICLE 12 — AUTHORIZATION

The City warrants that the execution of this MOU has been approved and authorized by the City, and that the person who executes this MOU has been authorized to perform said act. PBCSD warrants that the execution of this MOU has been approved and authorized by PBCSD, and that the person who executes this MOU has been authorized to perform said act.

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the dates indicated below.

Pebble Beach Community Services  
District

Date: 4/30/21

By   
Mike Niccum,  
General Manager

City of Pacific Grove

Date: 5/4/2021

By   
Ben Harvey,  
City Manager

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

Resolution # \_\_\_\_\_

Approve Property Tax Transfer for the proposed     )  
“Mission Linen Reorganization” involving             )  
annexation of 2.9 acres to the City of Pacific Grove )  
and detachment from the Monterey County            )  
Resource Conservation District; subject property is )  
Located at 801 Sunset Dt, Assessor’s Parcel         )  
Number 007-101-0036   )

**WHEREAS**, the Revenue and Taxation Code Section 99 (Assembly Bill 8, Chapter 282) Statutes 1979, as amended by Senate Bill 180 (Chapter 801) provides for the Monterey County Board of Supervisors to determine an appropriate tax transfer for all jurisdictional changes of organization occurring within Monterey County and for the city council of any affected City to concur on the transfer prior to the proposal being considered by the Local Agency Formation Commission (LAFCO); and

**WHEREAS**, the City of Pacific Grove has submitted an application to LAFCO for the “Mission Linen Reorganization” involving annexation of 2.99 acres to the City and detachment from the Pebble Beach Community Services District (PBCSD); and

**WHEREAS**, the City and PBCSD have negotiated a Memorandum of Understanding whereby PBCSD will retain wastewater services for the property and shall accordingly retain a portion ( 0.02 %) of the County tax allocation; solid waste and fire protection services currently provided to the property by PBCSD would, upon annexation, be provided by the city which shall retain 0.18% of the County tax allocation currently allocated to PBCSD; and

**WHEREAS**, pursuant to Revenue and Taxation Code Section 99(b) (6), the Executive Officer of LAFCO shall not issue a Certificate of Filing (Government Code Section 56828) for a change of organization until an exchange of property tax revenue is negotiated; and

**WHEREAS**, the Monterey County Board of Supervisors adopted as policy a set of formulas to be used for all jurisdictional changes of organization on April 29, 1980 (Resolution #80-249); and

**WHEREAS**, the current distribution of property taxes within tax rate area 102-003 is as follows:

23.11%	-	Monterey County’s Share
0.21%	-	Affected District’s Share
<u>76.68%</u>	-	Non-affected Districts’ Share
100.00%	-	Total; and

**WHEREAS**, the Revenue and Taxation Code Section 99 (Senate Bill 180, Chapter 801) requires that non-affected local agencies percentage share will remain constant; and



**WHEREAS**, the County of Monterey and the City of Pacific Grove wish to agree to a fair share distribution of remaining property tax revenues; and

**WHEREAS**, the County of Monterey has realized a 41% reduction and the City has realized a 19% reduction in property tax revenue imposed by the State under Senate Bill 617, Chapter 699, Statutes 1992; and

**WHEREAS**, each year thereafter both the County and the City continue to shift revenues to the Education Revenue Augmentation Fund (ERAF);

**NOW, THEREFORE, BE IT RESOLVED** that the Monterey County Board of Supervisors does hereby agree to the following formulas for property tax base and increment distribution within Tax Rate Area 102-003 after change of organization/reorganization.

**A. DISTRIBUTION OF PROPERTY TAX BASE:**

Property tax base is the property tax revenue that is available prior to change of organization/reorganization.

Prior to Change or Organization/Reorganization:

(City of Pacific Grove, Tax Rate Area 004-000)

		<u>Current Ratio</u>
City of Pacific Grove -	19.76%	45.52%
Monterey County -	23.65%	54.48%

Within Tax Rate Area 102-003, Monterey County’s share of property tax reduced by 41%, an amount equal to 9.48%. After this reduction, the total property tax available for distribution in the proposal area is equal to 13.63%.

After Change of Organization/Reorganization:

(New Tax Rate Area – To Be Assigned)

13.63 % - Property Tax Available for Distribution

1. City of Pacific Grove’s Share of Total Property Taxes Collected:

	13.63%	-	Property Tax Available for Distribution
X	45.52%	-	City of Pacific Grove’s Current Ratio
=	6.20%		
+	0.18%	-	Pebble Beach Community Services District Share to City of Pacific Grove
=	6.38		

2. Monterey County’s Share of Total Property Taxes Collected:

	13.63%	-	Property Tax Available for Distribution
X	54.48%	-	Monterey County’s Current Ratio
=	7.43%		

plus

9.48% - The Adjustment for State Tax Shift

= 16.91% Total County share of property tax base

Formula for property tax base allocation to the City of Pacific Grove

City of Pacific Grove’s Property Tax Revenue =

Total Property Taxes Collected X 6.38% X

Full Months Remaining in Tax Year Divided by 12.

**B. DISTRIBUTION OF PROPERTY TAX INCREMENT:**

Property tax increment is the increase in property tax revenue above the base resulting from the increase in assessed value of property after the change in organization/reorganization.

The formula recognizes that all future growth will be subject to a shift to ERAF in the amount of 41% for the County and 19% for the City of Pacific Grove. After the shift, the County and the City will be in the same relative position as before dividing the remainder.

Prior to Change of Organization/Reorganization:

(City of Pacific Grove, Tax Rate Area 004-000)

	<b>Current Rate</b>	<b>÷</b>	<b>ERAF Adjustment</b>	<b>=</b>	<b>Resulting Rate</b>	<b>Resulting Ratio</b>
Pacific Grove	19.76%		81.0%		23.51%	41.5%
Monterey County	23.65%		59.0%		33.13%	58.5%

Based on existing Tax Rate Area 102-003, Monterey County’s share of property tax is 23.11% The total property tax available for distribution in the proposal area is 23.11%. The new Resulting Ratios calculated above are applied to the increment.

After Change of Organization/Reorganization

(New Tax Rate Area to be Assigned)

23.11% = Property Tax Available for Distribution

1. City of Pacific Grove’s Share of Property Tax Increment:

23.11% - Property Tax Available for Distribution

X 41.5% - City of Pacific Grove’s New Resulting Ratio

= 9.59%

+ 0.18% - Pebble Beach Community Services District Share

= 9.77%

2. Monterey County’s Share of Property Tax Increment:

$$\begin{array}{rcl}
 & 23.11\% & - \quad \text{Property Tax Available for Distribution} \\
 \text{X} & 58.5\% & - \quad \text{Monterey County's New Resulting Ratio} \\
 = & 13.52\% &
 \end{array}$$

Formula for property tax increment to the City of Pacific Grove from Tax Rate Area 004-000 after change of organization/reorganization:

$$\begin{array}{lcl}
 \text{City of Pacific Grove's Property Tax Increment} & = & \\
 \text{Total Property Tax Increment Collected} & \times & 9.77\% \times \\
 \text{Full Months Remaining in Tax Year Dividend by 12.} & &
 \end{array}$$

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

AYES:

NOES:

ABSENT:

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

Item No.42

## Board Report

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

Legistar File Number: A 21-541

November 16, 2021

Introduced: 10/22/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and Authorize the Library Director or his/or her Designee, to sign a Professional Services Agreement (PSA) with ByWater Solutions, for library automation software and hosting services, in the amount not to exceed \$175,000, for the period of five years beginning March 21, 2022 through March 21, 2027;
- b. Authorize the Library Director or his/or her Designee, to execute up to one future Amendment to this agreement that does not significantly change the scope of work and does not cause an increase of more than 10% of the original contract amount.

RECOMMENDATION/SUMMARY:

- a. Approve and Authorize the Library Director or his/or her Designee, to sign a Professional Services Agreement (PSA) with ByWater Solutions, for library automation software and hosting services, in the amount not to exceed \$175,000, for the period of five years beginning March 21, 2022 through March 21, 2027;
- b. Authorize the Library Director or his/or her Designee, to execute up to one future Amendment to this agreement that does not significantly change the scope of work and does not cause an increase of more than 10% of the original contract amount.

SUMMARY/DISCUSSION:

The purpose of this contract is for Monterey County Free Libraries (MCFL) to enter an agreement with ByWater Solutions in order to provide an integrated library system (ILS) for the library system. The ILS is the core of service, managing checkout, catalog, library cards, fines and fees, and more. MCFL went through a very rigorous RFP process in order to select the best ILS to meet these needs. The RFP had 517 questions that each vendor answered and was rated by MCFL and ITD staff. Scoring of the RFP responses was based on the following components: Online Public Access Catalog (OPAC) where patrons can access their account, search for materials, and place requests; Cataloging where staff edit, upload, and manage records of the materials stored in the ILS; Acquisitions where materials ordered, received, and payments to vendors are tracked; Reports where we can pull up statistics about library services; Circulation where staff create and manage library cards, and access

patron information, record paid fines and fees, and search for materials; Discovery Layer where patrons can easily find physical and online materials to check out; System Administration and Integration with other vendors.

ByWater Solutions offers a Software as a Service (SaaS) solution, and the team further evaluated implementation, training, and cost to MCFL. We then called the top three finalists for a demonstration and rated them based on the functionality of the following criteria: Circulation, OPAC, Cataloging, Acquisitions, Administration, Reports, and Integration. ByWater Solutions scored the highest overall, came in with the lowest cost, and was recommended for award. MCFL will plan for the transition and migration to the new ILS, anticipating transition in March, 2022.

OTHER AGENCY INVOLVEMENT:

The Agreement has been reviewed by County Counsel as to form and legality. The proposed Agreement has been reviewed and approved by the Auditor-Controller's Office as to fiscal terms, by Risk Management regarding insurance and indemnification provisions.

FINANCING:

The recommended Professional Services Agreement (PSA) provides for a total amount not to exceed \$175,000 over a five-year period. It is anticipated that the agreement will cost less than \$62,000 for the initial year (including migration, installation and training costs) and \$27,200 for each of the subsequent four years remaining.

Funds have been appropriated in the Library Budget Unit 6110 for FY 21-22 and through the remaining four years to cover the cost of the Agreement. Approval will have no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The approval of the Professional Service Agreement will facilitate Monterey County Free Libraries' mission to serve the community and continue to provide services that inspire, inform and provide opportunities for individual and community enhancement.

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

Prepared by: Jacqueline C. Bleisch, Administrative Services Officer, (831)883-7576

Approved by: Hillary Theyer, Library Director, (831)883-7567

Attachments:

County Standard Agreement - MCFL with ByWater Solutions

EX A Scope of Services and Payment Provisions

Letter of award - RFP

ByWater Solutions Sales Proposal

RFP - Pricing



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 21-929**

**November 16, 2021**

**Introduced:** 10/22/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Approve and Authorize the Library Director or his/or her Designee, to sign a Professional Services Agreement (PSA) with ByWater Solutions, for library automation software and hosting services, in the amount not to exceed \$175,000, for the period of five years beginning March 21, 2022 through March 21, 2027;
- b. Authorize the Library Director or his/or her Designee, to execute up to one future Amendment to this agreement that does not significantly change the scope of work and does not cause an increase of more than 10% of the original contract amount.

### RECOMMENDATION/SUMMARY:

- a. Approve and Authorize the Library Director or his/or her Designee, to sign a Professional Services Agreement (PSA) with ByWater Solutions, for library automation software and hosting services, in the amount not to exceed \$175,000, for the period of five years beginning March 21, 2022 through March 21, 2027;
- b. Authorize the Library Director or his/or her Designee, to execute up to one future Amendment to this agreement that does not significantly change the scope of work and does not cause an increase of more than 10% of the original contract amount.

### SUMMARY/DISCUSSION:

The purpose of this contract is for Monterey County Free Libraries (MCFL) to enter an agreement with ByWater Solutions in order to provide an integrated library system (ILS) for the library system. The ILS is the core of service, managing checkout, catalog, library cards, fines and fees, and more. MCFL went through a very rigorous RFP process in order to select the best ILS to meet these needs. The RFP had 517 questions that each vendor answered and was rated by MCFL and ITD staff. Scoring of the RFP responses was based on the following components: Online Public Access Catalog (OPAC) where patrons can access their account, search for materials, and place requests; Cataloging where staff edit, upload, and manage records of the materials stored in the ILS; Acquisitions where materials ordered, received, and payments to vendors are tracked; Reports where we can pull up statistics about library services; Circulation where staff create and manage library cards, and access



Legistar File Number: 21-929

patron information, record paid fines and fees, and search for materials; Discovery Layer where patrons can easily find physical and online materials to check out; System Administration and Integration with other vendors.

ByWater Solutions offers a Software as a Service (SaaS) solution, and the team further evaluated implementation, training, and cost to MCFL. We then called the top three finalists for a demonstration and rated them based on the functionality of the following criteria: Circulation, OPAC, Cataloging, Acquisitions, Administration, Reports, and Integration. ByWater Solutions scored the highest overall, came in with the lowest cost, and was recommended for award. MCFL will plan for the transition and migration to the new ILS, anticipating transition in March, 2022.

#### OTHER AGENCY INVOLVEMENT:

The Agreement has been reviewed by County Counsel as to form and legality. The proposed Agreement has been reviewed and approved by the Auditor-Controller's Office as to fiscal terms, by Risk Management regarding insurance and indemnification provisions.

#### FINANCING:

The recommended Professional Services Agreement (PSA) provides for a total amount not to exceed \$175,000 over a five-year period. It is anticipated that the agreement will cost less than \$62,000 for the initial year (including migration, installation and training costs) and \$27,200 for each of the subsequent four years remaining.

Funds have been appropriated in the Library Budget Unit 6110 for FY 21-22 and through the remaining four years to cover the cost of the Agreement. Approval will have no impact on the County General Fund.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The approval of the Professional Service Agreement will facilitate Monterey County Free Libraries' mission to serve the community and continue to provide services that inspire, inform and provide opportunities for individual and community enhancement.

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

Prepared by: Jacqueline C. Bleisch, Administrative Services Office, (831)883-7576

Approved by: Hillary Theyer, Library Director, (831)883-7566

DocuSigned by:

Jacqueline Bleisch 11/2/2021 | 2:51

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11/2/2021 | 2:52

*Legistar File Number: 21-929*

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Attachments:

County Standard Agreement - MCFL with ByWater Solutions

EX A Scope of Services and Payment Provisions

Letter of award - RFP

ByWater Solutions Sales Proposal

RFP - Pricing

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
ByWater Solutions, LLC

---

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** ByWater Solutions offers a complete hosted environment for an Internal Library System on ByWater equipment placed in the virtual networking cloud to host library content and patron account information.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$175,000.00**

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from March 21, 2022 to March 21, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** EX A attached herein.

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require 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 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Jacqueline C. Bleisch, Library Administration Manager	Brendan Gallagher, Owner, CRO
Name and Title	Name and Title
188 Seaside Circle, Marina, CA 93933	1226 SE 52nd Ave Portland OR 97215
Address	Address
(831) 883-7569	(888) 900-8944
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

## **17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

## **17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By:

County Counsel

Date:

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

**CONTRACTOR****ByWater Solutions**

Contractor/Business Name \*

DocuSigned by:

By:

Nathan D. Curulla

C49F5D22D

(Signature of Chair, President, or Vice-President)

Nathan Curulla, President

Name and Title

Date:

10/25/2021 | 9:05 AM PDT

DocuSigned by:

By:

Brendan Gallagher

C49F5D22D

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Brendan Gallagher, CEO

Name and Title

Date:

10/25/2021 | 11:10 AM CDT

**County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_**

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

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## EXHIBIT-A

To Agreement by and between  
**Monterey County Free Libraries**, hereinafter referred to as “County”  
AND  
**ByWater Solutions**, hereinafter referred to as “CONTRACTOR”

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

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

*ByWater Solutions offers a complete hosted environment for an Internal Library System on ByWater equipment placed in the virtual networking cloud to host library content and patron account information.*

#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$175,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Payments will be spread out for a five (5) year period with a 6 year option that will not exceed 3% of the five (5) year price:

Year One: \$61,200.00  
Year Two: \$27,200.00  
Year Three: \$27,200.00  
Year Four: \$27,200.00  
Year Five: \$27,200.00  
Total: **\$170,000.00**

There shall be no travel reimbursement allowed during this Agreement.

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

## **B.2 CONTRACTORS BILLING PROCEDURES**

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.

## ATTACHMENT A : PRICING

### Cost Proposal – Software as a Service (SaaS) Solution

Description	Initial Cost + Year 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6
<b>Cloud Computing (SaaS) Solution</b>						
Hosting Fee	15,200	15,200	15,200	15,200	15,200	
<b>ILS Primary Applications</b>						
Staff Client Software licenses for minimum of 100 concurrent users (preference is no cost for user accounts and unlimited concurrent users)	0					
Cataloging (w/Authority Control)	0					
Patron Records	0					
Circulation	0					
OPAC use for unlimited concurrent users both at the Library and over the Internet.	0					
Acquisitions	0					
Reporting Module	0					
Serials Control	0					



<b>Applications Software and Utilities</b>						
Integration cost for Third Party Products (APIs if applicable)	0					
Interlibrary Loan Module (ILL)	0					
EDI for Acquisitions	0					
Offline Circulation	0					
Mobile Circulation	0					
Floating Collection	0					
Discovery Service	24,100	12,000	12,000	12,000	12,000	
Spanish language interface to PAC	0					
Enhanced Record Content (Content Café, Syndetics or other)	0					
Inventory Module	0					
e-Resource Integration (eBooks and electronic databases, ContentDM)	0					
Browser based staff client software for use by up to 100 concurrent users (preference is no cost for user accounts and unlimited concurrent users)	0					
Electronic Resource Management	0					
Phone Notification Service	0					
Phone Renewal Service	0					

EDI for Acquisitions	0					
Newspaper Index Database	0					
SIP/SIP2/NCIP	0					
Z239.50 client/server	0					
e-Commerce for Public	0					
e-Commerce for Staff	0					
Database Management Software	0					
Optional Functionality/Modules	0					
<b>Data Extraction/Migration Services</b>						
Bibliographic	0					
Item	0					
Authority	0					

Patron	0					
Circulation Transactions	0					
Fines and Block Records	0					
Hold Records	0					
Serials	0					
Newspaper Index Data	0					
<b>Professional Services</b>						
Project Management	0					
Installation, configuration, staging and implementation of	17,300	0	0	0	0	0

ILS						
On-site Training on all ILS functions during initial install and continued training during upgrades	4,600	0	0	0	0	0
System Administration and User Documentation	0					
Integration of third-party products	0					
Technical Support (trouble-tickets, calls & email) (included in hosting)	0					
Upgrades (versions and builds)	0					
Departure from service in final year of contract	0					
<b>Total Cost Per Year</b>	<b>61,200</b>	<b>27,200</b>	<b>27,200</b>	<b>27,200</b>	<b>27,200</b>	

\*Locked in Annual Support & Hosting costs require a 5 year commitment. No more than a 3% increase after the first 3 years in contract. Flexibility is available in payment term options for implementation services. ByWater Solutions is always open to discussions regarding the negotiation of pricing.

\*ALL KOHA MODULES ARE INCLUDED AT NO ADDITIONAL COST.

\*ASPEN DISCOVERY IS AN OPTIONAL ADD-ON. KOHA INCLUDES AN OPAC AT NO ADDITIONAL COST.

\*ByWater Solutions example cost proposal included in appendix.

\*ByWater Solutions requires that pricing information be redacted for all Freedom of Information Act (FOIA) requests.



## Proposal for Implementation & Support



**Aspen Discovery**

**PREPARED FOR**

**Monterey County Free Libraries**

188 Seaside Circle  
Marina, CA 93933

**PREPARED DATE**

9/1/ 2021

**EXP. DATE**

12/1/ 2021

ByWater Solutions requires that pricing information be redacted for all Freedom of Information Act (FOIA) requests.

ITEM	Timeline	Cost
Complete Koha Install and OPAC Customization	4-6 Months for Completion	\$17,300.00
Complete Aspen Install and Customization	6-8 Weeks for Completion	\$9,500.00
Koha Unlimited Support Annual Hosting	24 Hour Support Triple Redundancy Backups	\$15,200.00
Aspen Unlimited Support Annual Hosting	24 Hour Support Triple Redundancy Backups	\$12,000.00
Koha Training	3 Days of Onsite Training	\$4,600.00
Aspen Discovery Training	Online training	\$2,600.00
		<b>Total Year One Cost \$61,200.00</b>
		<b>Total Year Two Cost \$27,200.00</b>



**Thank You For Your Interest in ByWater Solutions!**



## Welcome to the World of Open Source

At ByWater Solutions, our goal is to empower libraries to explore, implement, and successfully use open source solutions such as Koha and Aspen Discovery. We are flexible and responsive, offering customized hosting, migration, training, development, and/or support options according to our customers' needs. We are very excited that you are considering Koha, Aspen Discovery and ByWater.

As a company, we believe that our clients' satisfaction is the most meaningful measurement of continued success. We pride ourselves on providing complete customer fulfillment in all we do. We truly believe that the personalized attention and excellent value we provide are perfect matches for the needs of your organization. Accessibility for support issues is an area in which we pride ourselves, and is an important differentiation between us and other similar support providers.

Using open source software will not only help your library successfully deliver online services to your users, but will also empower your staff to control the direction of your software. If you have any further questions about what ByWater Solutions or the open source community as a whole can offer please consider us a resource. We greatly appreciate your consideration in this project and hope to have the opportunity to partner with you going forward.

Thank you ,

A handwritten signature in black ink, appearing to read "Nathan Curulla". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nathan Curulla



Owner, CRO


### ***Data Migration and Implementation Services:***

Skilled manipulation of library data is the key to a successful migration. Because it is the most important representation of a library's collection, we take the time to proficiently manage your data prior to your go live. Our Installation and Migration fee includes:

- Creation of test system for training and testing
- Installation and customization
- Administrative configuration
- Import of patron data, fines and fees
- Assistance with the import/configuration of authority records
- External device setup such as those using SIP2 and LDAP connections

“ Migrating to the Koha ILS brings many benefits; for example, the clean and intuitive interface lets staff focus on the customer and not on the options on the screen. Koha enables us to streamline processes for better management of the collection and the circulation of materials. Aspen Discovery enhances our customers' experience by giving them more control over their accounts and by meeting their expectations of high-quality online services in the 21st century. We are very happy to join the Koha Community and we are extremely grateful for ByWater Solutions staff who patiently guided us every step of the way and tirelessly worked to meet an impossibly tight schedule.

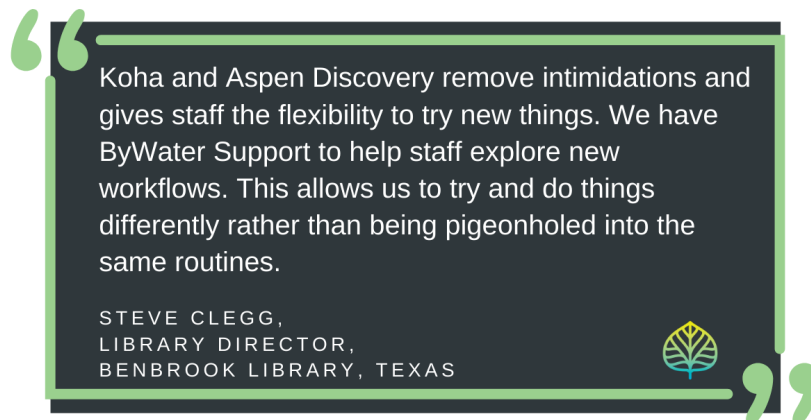
JUAN TOMÁS LEE,  
LIBRARY DIRECTOR  
WASATCH COUNTY LIBRARY, UTAH





### ***About Aspen Discovery:***

Aspen is a full-featured Discovery System that integrates with e-content and other 3rd party providers, giving your patrons comprehensive access to all of your materials in one place. Aspen combines your library catalog with e-content, digital archives and enrichment from all major third party providers, improves relevancy and ease of use, provides native reading recommendations, displays all formats of titles within one result (FRBR) and much more. Aspen was created to give users an improved experience over other Discovery systems with less of an impact on library budgets.



### ***What to Expect When Implementing Aspen Discovery:***

Implementing Aspen Discovery as your catalog is a fun and exciting process! During the implementation, you are creating a space for your patrons to easily access all of the resources you have available. In order to accomplish this, you will work with the ByWater Solutions team to configure and customize your Aspen Discovery site. Your Aspen Discovery Implementation Lead will step you through the administrative setup and behind the scenes portion of Aspen during six hours of admin staff training. These



six hours are typically split into one hour sessions on a weekly agreed upon time slot. You will leave some of these sessions with homework to further customize your site.

### ***Top Ranked 24/7 Support:***

Quality of support is the most important focus of our company and we pride ourselves on the implementation of this key feature. ByWater Solutions has the lowest customer to support personnel ratio in the business, supplying confirmation of support requests within 20 minutes of receipt.

### ***Our Support Package Includes But Is Not Limited To:***

- 24/7 tech support, regular backups to library data and servers, management of system updates and enhancements.
- Technical consulting, report generation, workflow and education support
- Bug fixes and the application of community or customer sponsored development enhancements
- Training for all major updates in Koha's functionality at no additional cost
- Regular updates to your Koha system as new functionality becomes available at no additional cost.
- Customizations to Aspen Discovery





### ***ByWater Hosting Services:***

ByWater Solutions offers a complete hosted environment on ByWater equipment placed in the virtual networking cloud. This delivers improved performance for both your staff and your users. Other functions include maintenance of your Linux server and management of databases with real-time backups.

### ***Customized Training:***

ByWater Solutions is equipped with professional librarians on staff dedicated to the expert training and implementation of Koha & Aspen Discovery. We provide multiple formats for different learning styles including on-site, hands-on, classroom style learning, on-line presentations and demonstrations using web based training applications. We also have a full database of user documents and training materials that will all be at your disposal.

# MONTEREY COUNTY



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*Contracts/Purchasing*  
1448 Schilling Place  
Salinas, CA 93901  
831-755-4990

October 21, 2021

**ByWater Solutions**  
PO Box 1346  
Santa Barbara, CA 93102  
ATTN: Jessica Zairo  
[jzairo@bywatersolutions.com](mailto:jzairo@bywatersolutions.com)

**RE: RFP 10811 Integrated Library System**

**Dear Jessica,**

Thank you for submitting a proposal in response to RFP 10811 Integrated Library System for Monterey County Libraries. In accordance with the criteria set forth in the RFP, the Contracts/Purchasing Manager for the County of Monterey has tentatively selected **ByWater Solutions**. Congratulations!

The selection, in accordance with the criteria set forth in the RFP, may be subject to negotiation of terms and conditions with the County and final approval by the Board of Supervisors.

Thank you for your participation! The Library will be in touch under separate cover regarding the agreement.

Sincerely,

*Gina Encallado*  
Management Analyst  
Contracts/Purchasing  
County of Monterey  
[EncalladoGL@co.monterey.ca.us](mailto:EncalladoGL@co.monterey.ca.us)  
831-796-1336



# Monterey County

Item No.43

## Board Report

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

Legistar File Number: RES 21-193

November 16, 2021

Introduced: 10/25/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Resolution

### Adopt a resolution to:

- a. Approve and Authorize the County of Monterey, by and through the County Recorder, to withdraw as a Board Member County from the California Electronic Recording Transaction Network Authority (CERTNA), a Joint Powers Authority (JPA), effective July 1, 2022; and
- b. Approve and Authorize the County of Monterey, by and the through the County Recorder, enter into a CERTNA Client Memorandum of Understanding (MOU). The term of this agreement shall run for an indefinite period with the ability to terminate upon 30 days notice, following the procedures indicated in Article VI.A of the MOU, estimated, but not limited to, the amount of \$90,000, effective July 1, 2022.

### RECOMMENDATION

It is recommended that the Board of Supervisors adopt this resolution to:

- a. Approve and Authorize the County of Monterey, by and through the County Recorder, to withdraw as a Board Member County from the California Electronic Recording Transaction Network Authority (CERTNA), a Joint Powers Authority (JPA), effective July 1, 2022; and
- b. Approve and Authorize the County of Monterey, by and the through the County Recorder, enter into a CERTNA Client Memorandum of Understanding (MOU). The term of this agreement shall run for an indefinite period with the ability to terminate upon 30 days notice, following the procedures indicated in Article VI.A of the MOU, estimated, but not limited to, the amount of \$90,000, effective July 1, 2022.

### SUMMARY/DISCUSSION:

The Monterey County Recorder became a Board Member County of CERTNA, a JPA, on June 15, 2010. In the last two years CERTNA has gone through administrative and operational changes. Although it is currently appropriate to remain part of CERTNA, the Monterey County Recorder has decided to no longer devote the time and resources to CERTNA's operation as a Board Member County. Monterey County can be adequately served by participating as a Client Member County. This decision will also have a cost savings of approximately \$20,000 per year. As a Client Member County, the Monterey County Recorder's office will be paying .30 cents per document title as opposed to .51 cents per document title to help support the operation of CERTNA. There will also be a cost savings in travel and lodging.

Based on the County of Monterey's successful participation as a Board Member County of CERTNA

since July 1, 2010 as well as the savings in costs and resources resulting from the transition from Board Member to Client Member County, it is recommended that the Board of Supervisors approve this action.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed the CERTNA Client Member Memorandum of Understanding and has approved it as to form.

**FINANCING:**

There is no impact to the General Funds. The County Recorder collects the fee of \$1 per instrument per GC 27397 which pays for the direct cost of regulation and oversight by the Attorney General for the Recorder's Electronic Recording System.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this agreement provide the Assessor-County Clerk/Recorder with the additional support it needs to provide reliable and high-quality services to the residents of Monterey County.

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

Prepared by: Chihiro Tabata, Management Analyst, x6607

Authorized by:

\_\_\_\_\_  
Stephen L. Vagnini  
Assessor-County Clerk/Recorder, x5803

Attachments:

MOU

Resolution

Joint Powers Agreement 2010



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 21-193**

**November 16, 2021**

**Introduced:** 10/25/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

### **Adopt a resolution to:**

- a. Approve and Authorize the County of Monterey, by and through the County Recorder, to withdraw as a Board Member County from the California Electronic Recording Transaction Network Authority (CERTNA), a Joint Powers Authority (JPA), effective July 1, 2022; and
- b. Approve and Authorize the County of Monterey, by and the through the County Recorder, enter into a CERTNA Client Memorandum of Understanding (MOU). The term of this agreement shall run for an indefinite period with the ability to terminate upon 30 days notice, following the procedures indicated in Article VI.A of the MOU, estimated, but not limited to, the amount of \$90,000, effective July 1, 2022.

### **RECOMMENDATION**

It is recommended that the Board of Supervisors adopt this resolution to:

- a. Approve and Authorize the County of Monterey, by and through the County Recorder, to withdraw as a Board Member County from the California Electronic Recording Transaction Network Authority (CERTNA), a Joint Powers Authority (JPA), effective July 1, 2022; and
- b. Approve and Authorize the County of Monterey, by and the through the County Recorder, enter into a CERTNA Client Memorandum of Understanding (MOU). The term of this agreement shall run for an indefinite period with the ability to terminate upon 30 days notice, following the procedures indicated in Article VI.A of the MOU, estimated, but not limited to, the amount of \$90,000, effective July 1, 2022.

### **SUMMARY/DISCUSSION:**

The Monterey County Recorder became a Board Member County of CERTNA, a JPA, on June 15, 2010. In the last two years CERTNA has gone through administrative and operational changes. Although it is currently appropriate to remain part of CERTNA, the Monterey County Recorder has decided to no longer devote the time and resources to CERTNA's operation as a Board Member County. Monterey County can be adequately served by participating as a Client Member County. This decision will also have a cost savings of approximately \$20,000 per year. As a Client Member County, the Monterey County Recorder's office will be paying .30 cents per document title as opposed to .51 cents per document title to help support the operation of CERTNA. There will also be a cost savings in travel and lodging.

Based on the County of Monterey's successful participation as a Board Member County of CERTNA since July 1, 2010 as well as the savings in costs and resources resulting from the transition from

Board Member to Client Member County, it is recommended that the Board of Supervisors approve this action.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed the CERTNA Client Member Memorandum of Understanding and has approved it as to form.

**FINANCING:**

There is no impact to the General Funds. The County Recorder collects the fee of \$1 per instrument per GC 27397 which pays for the direct cost of regulation and oversight by the Attorney General for the Recorder's Electronic Recording System.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this agreement provide the Assessor-County Clerk/Recorder with the additional support it needs to provide reliable and high-quality services to the residents of Monterey County.

☒ Economic Development

☒ Administration

☐ Health & Human Services

☐ Infrastructure

☐ Public Safety

Prepared by: Chihiro Tabata, Management Analyst, x6607

DocuSigned by:

*Chihiro Tabata*

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Authorized by:

DocuSigned by:

*Steve Vagnini*

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Stephen L. Vagnini

Assessor-County Clerk/Recorder, x5803

Attachments:

MOU

Resolution

Joint Powers Agreement 2010

**MEMORANDUM OF UNDERSTANDING BETWEEN CERTNA AND  
MONTEREY COUNTY FOR ELECTRONIC RECORDATION  
IMPLEMENTATION PURSUANT TO GOVERNMENT CODE SECTION  
27390 *et seq.***

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and executed as of this \_\_\_\_ day of \_\_\_\_\_, 2021 and effective on July 1, 2022, by and between the **California Electronic Recording Transaction Network Authority ("CERTNA")**, a Joint Powers Authority, and **MONTEREY County**, a political subdivision of the State of California ("COUNTY").

**RECITALS**

CERTNA has developed and implemented an electronic recording system pursuant to Government Code section 27390 *et seq.* (the "CERTNA System"). The CERTNA System has been certified by the California Attorney General, and participants in the CERTNA System can accept for recordation DIGITIZED ELECTRONIC RECORDS and DIGITAL ELECTRONIC RECORDS pursuant to Government Code section 27390 *et seq.* and regulations issued pursuant thereto. COUNTY seeks to participate in the CERTNA System. The rights and responsibilities established by this MOU are intended to assure the continuing security and lawful operation of the CERTNA System under Government Code section 27390 *et seq.* and applicable regulations.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CERTNA and COUNTY hereby agree as follows:

**ARTICLE I - DEFINITIONS**

Terms used in this MOU in all capital letters and not otherwise defined herein have the meaning given in Government Code section 27390 *et seq.*

## **ARTICLE II - GENERAL DUTIES AND RESPONSIBILITIES**

**A.** The Term of this Agreement shall be for an indefinite period beginning on the Effective Date of this Agreement.

**B.** COUNTY agrees to become a voluntary participant in the CERTNA System. COUNTY is designated as a "Client-Level Member" of CERTNA entitling them to receive the services and benefits set forth on **APPENDIX A**, attached hereto and incorporated herein by reference, from CERTNA, with rights and responsibilities defined by this MOU. COUNTY is not a party to the Joint Powers Agreement that governs CERTNA.

**C.** For participation in the CERTNA System, COUNTY shall pay to CERTNA fees calculated pursuant to the TIER PRICING PLAN (the "ERDS FEES"), which is based on the total number of document titles recorded with the COUNTY annually and for which an electronic recording delivery fee of \$1.00 is collected by COUNTY at the time of recording such documents (the "ERDS FEE DOCUMENT TITLES"). No later than February 1st of each year, COUNTY will report to CERTNA the number of ERDS FEE DOCUMENT TITLES recorded in the preceding year. No later than March 1st of each year CERTNA shall provide to COUNTY an invoice of all ERDS FEES due annually based on the volume of ERDS FEE DOCUMENT TITLES reported and the then current TIER PRICING PLAN (as defined below), and COUNTY shall pay such fees within thirty (30) days of receipt of the invoice. The TIER PRICING PLAN is attached hereto as **APPENDIX B** (the "TIER PRICING PLAN"), and is incorporated into this MOU by reference. The TIER PRICING PLAN may be revised by CERTNA once each calendar year, but any revised TIER PRICING PLAN is not effective until at least ninety (90) days after CERTNA provides COUNTY with notice of the revised TIER PRICING PLAN. Notwithstanding the provisions of Article IV, Section D of this MOU,



the TIER PRICING PLAN may be revised as provided in the foregoing sentence and such revisions do not require a formal amendment to this MOU. Any revised TIER PRICING PLAN shall bear the date that it is effective and shall supersede the preceding TIER PRICING PLAN. COUNTY shall have the option to terminate this MOU at no extra cost upon notice of revisions to the TIER PRICING PLAN by CERTNA and in such a case, COUNTY shall have thirty (30) days to notify CERTNA of its intention to terminate this MOU for this reason. Other costs that are ancillary to COUNTY's participation in the CERTNA System, such as the required SECURITY TESTING, are not included in the TIER PRICING PLAN and are the sole responsibility of COUNTY.

**D.** COUNTY shall install at COUNTY's facilities, pursuant to applicable law and CERTNA guidelines attached hereto as **APPENDIX C** and incorporated into this MOU by reference, the necessary hardware and software for COUNTY's access to the CERTNA System. CERTNA and COUNTY shall work together to test the installation to ensure the installation is functional and is protected by applicable security systems.

**E.** CERTNA retains ownership of the CERTNA software and is responsible for any modifications, upgrades, or enhancements. CERTNA has final authority on the functionality, enhancements, or upgrades of the CERTNA software.

**F.** COUNTY is expressly prohibited from making any software/hardware modification to the CERTNA system without written consent of CERTNA.

**G.** CERTNA, or COUNTY, or the California State Attorney General, may terminate access to the CERTNA System, or any part thereof, or may terminate access of any authorized COUNTY staff or CERTNA staff, at any time it deems it necessary to protect the CERTNA System, to protect the public interest, to protect the integrity of public records, to protect homeowners or real property owners from financial harm, or at any other time as authorized by

law. No cause of action or liability against the COUNTY, or CERTNA, or the California Attorney General shall arise from any decision of the COUNTY, or CERTNA, or California Attorney General to terminate or deny access of any person or entity to the CERTNA System.

**H.** Access to the CERTNA software, scan, and transmission process shall be governed by an authentication system approved by CERTNA and COUNTY ("AUTHENTICATION SYSTEM"). All administrative access to the AUTHENTICATION SYSTEM shall be restricted to COUNTY employees, CERTNA employees, California Attorney General employees, and authorized COMPUTER SECURITY AUDITORS. COUNTY shall delete or modify security access for those individuals who had AUTHENTICATION SYSTEM access but are no longer in its employ and shall notify CERTNA of any change in employee status **as it relates to CERTNA.**

**I.** COUNTY shall provide CERTNA with reasonable physical access at the COUNTY Recorder's Office during normal business hours to all of COUNTY's hardware and software interacting with the CERTNA System. Access to COUNTY hardware and system by CERTNA shall be limited to only that which directly relates to services agreed to in the terms and conditions herein.

### **ARTICLE III - TECHNICAL REQUIREMENTS**

**A.** COUNTY shall accept DIGITIZED ELECTRONIC RECORDS or DIGITAL ELECTRONIC RECORDS of recordable Instruments sent via the CERTNA System in conformance with Government Code section 27390 *et seq.* and applicable regulations.

**B.** CERTNA represents to COUNTY that the CERTNA System has been certified by the California State Attorney General as required by Government Code section 27390 *et seq.*

C. CERTNA represents and warrants to COUNTY that the CERTNA System will allow COUNTY to accept for recording electronic INSTRUMENTS (as defined in the Title 11 Division 1, Chapter 18 of the California Code of Regulations), in accordance with Government Code section 27390 *et seq.*

#### **ARTICLE IV - GENERAL PROVISIONS**

A. In performance of this MOU, CERTNA and COUNTY shall each act in an independent capacity and not as an officer, employee, or agent of the other.

B. Neither COUNTY nor CERTNA shall enter into any subcontract for services covered by this MOU without first obtaining written approval from the other party, which consent shall not be unreasonably withheld. Any subcontract entered into by COUNTY or CERTNA shall be subject to the same terms and conditions as this MOU. Notwithstanding any subcontract, CERTNA and COUNTY shall remain liable for all terms and conditions herein.

C. This MOU shall not be assigned by CERTNA or COUNTY without the written consent of the other party.

D. This MOU is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and supersedes any and all prior or contemporaneous Memoranda of Understanding, or understandings, or contracts. Except for revisions to the TIER PRICING PLAN made pursuant to Article II, Section B, this MOU may be changed or modified only upon the written consent of the parties hereto. Any alteration, variation, modification, amendment or waiver of the provisions of this MOU shall be valid only when reduced to writing and signed by the parties hereto.

E. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this MOU, the party with knowledge of the problem shall notify the other party as soon as possible via electronic messaging and by

telephone.

**F.** This MOU shall be governed by the laws of the State of California, and the venue for any dispute between the parties arising out of this MOU shall be the Superior Court of California, County of Kern.

**G.** CERTNA shall have the absolute right to review and audit any aspect of the CERTNA System, including security, all related records, books, papers, documents, and other pertinent items as requested. CERTNA shall notify the COUNTY thirty (30) days in advance before conducting an audit of CERTNA System. CERTNA shall provide the COUNTY, upon request, a copy of the results of the audit of the CERTNA System, as it pertains to COUNTY related records, books, papers, documents, and other pertinent items audited. The California Attorney General and authorized COMPUTER SECURITY AUDITORS have the right to review and audit any aspect of the CERTNA System, including security, all related records, books, papers, documents, and other pertinent items under Government Code section 27390 et seq. and applicable regulations. COUNTY shall provide full cooperation in any auditing or monitoring conducted. All records pertaining to services under this MOU shall be available for examination and audit by CERTNA representatives and other authorized personnel for a period of one year from the date of their creation.

**H.** COUNTY agrees to indemnify, defend and hold harmless CERTNA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from COUNTY's acts, errors or omissions in performing the MOU and for any costs or expenses incurred by CERTNA on account of any claim based on the COUNTY's acts, errors or omissions arising out of its performance of this MOU, except where such indemnification is prohibited by law. CERTNA agrees to indemnify, defend and

hold harmless RECORDER and COUNTY, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CERTNA's acts, errors or omissions in performing this MOU and for any costs or expenses incurred by COUNTY on account of any claim based on CERTNA's acts, errors or omissions arising out of its performance of this MOU, except where such indemnification is prohibited by law.

**I. CERTNA WARRANTS THAT IT HAS THE SOLE AND EXCLUSIVE RIGHT TO AUTHORIZE COUNTY'S USE OF THE SERVICES DESCRIBED.** If any software or product as described in this Agreement is, or in CERTNA's reasonable opinion is likely to be held to be considered infringing as the result of a challenge to CERTNA's proprietary right to allow COUNTY'S use, CERTNA at its sole expense and option may: a) procure the right for County to continue using it; or b) replace or modify it so that it becomes non-infringing while giving equivalent performance; alternatively, CERTNA may decide to litigate the claim to judgment, in which case County may continue to use the software or product consistent with the terms of this Agreement.

## **ARTICLE V - NOTICES AND REPORTS**

Any notice or report desired to be served by either party upon the other shall be addressed, personally delivered, or mailed to the respective parties as set forth below:

COUNTY:

Stephen L. Vagnini  
Assessor-County Clerk/Recorder  
Monterey County Recorder's Office  
168 W. Alisal Street, 1st Floor  
Salinas, CA 93901

CERTNA:

Rich Sherman  
Strategic Operations Director  
CERTNA  
1115 Truxtun Ave., 3rd Floor  
Bakersfield, CA 93301

Either party hereto may at any time, by giving ten (10) days written notice to the other party, designate any other contact party, address or facsimile number in substitution of the contact party address or facsimile number to which such notice or communication shall be given.

## **ARTICLE VI -TERM AND TERMINATION**

A. This MOU shall take effect as of the EFFECTIVE DATE and shall continue in full force and effect unless otherwise terminated as provided in this MOU.

Either party may terminate this MOU for any reason by serving the other party with prior written notice of at least thirty (30) days. In the event of such termination by either party, the ERDS FEES, as calculated pursuant to Section II.B. above, shall be paid by COUNTY

on a daily pro-rated basis using a three-hundred and sixty (360) day year, ending on the last day of service.

**B.** Upon termination, all CERTNA software and/or equipment owned by CERTNA or COUNTY must be returned to its owner within thirty (30) days of termination.

**C.** In addition to other termination provisions contained herein, in the event that either party determines that the other party's performance of its duties or other terms of this MOU are deficient in any manner, notice of such deficiency shall be sent in writing. Any deficiency shall be remedied to the reasonable satisfaction of the aggrieved party within five business days of such notification, or the other party may, at its option, terminate this MOU immediately upon written notice.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of the day and year first above written.

CERTNA

By: \_\_\_\_\_  
Name: Rich Sherman  
Title: Strategic Operations Director

COUNTY

Approved as to Form:

By: \_\_\_\_\_  
Name: Stephen L. Vagnini  
Title: Assessor-County Clerk/Recorder

By: \_\_\_\_\_  
Name: Brian Briggs  
Title: Deputy County Counsel

## APPENDIX A

Services and Benefits *	Director-Level	Client-Level
<b>Seat on Board of Directors</b>	X	
• Develop/Adopt Annual Operating Budget	X	Public Input
• Approve System Upgrades & Enhancements	X	User Group Input
• Brown Act Organization (Public)	X	X
• Organizational Stability (JPA)	X	X
• Software Source Code Beneficiary (Owner)	X	
• Full-Time, Dedicated Support (Helpdesk)	X	X
Support Service Level Agreement (Response)	2 business hours	4 business hours
Access to National Submitters (Bulk Submission)	X	X
Access to Local Submitters (Digitized Submission)	X	X
Technical Standards Committee	Voting	Member
Certification Policies and Procedures Committee	Voting	Member
<b>Access to Documentation Library</b>	X	X
• User Guides	X	X
• Administrator Guides	X	X
• Resolution/MOU Templates	X	X
<b>CeRTNAcademy Training Library</b>	X	Limited
• Administrator Training	X	X
CeRTNAccess List Server and Support Board	X	X
DOJ Certification Support	X	County Paid
Recorder Vendor Interface Support/Training	X	X
Submission Vendor Interface Support/Training	X	X
Submitter/County MOU Administration & Support	X	X
Free Web-based Submission Client	X	X
Full County-Level Administrative Access	X	X
Security Provisioning and Management Support	X	X
ACH Support	X	X
Established Vendor Interfaces	X	X
Fully Redundant System Infrastructure (ERDS)	X	X

\*CERTNA shall not data mine or otherwise compile metadata from information or materials provided by COUNTY except as reasonably necessary for the purpose of enabling CERTNA to maintain or enhance the services provided herein; and company shall not sell to a third party, or use for commercial purposes, or otherwise, any information or materials provided by COUNTY.





## MEMBERSHIP FEE STRUCTURE – EFFECTIVE 01/01/2021

### CLIENT-LEVEL COUNTY

- Charged based on an annual licensing cost according to the county's annual recording volumes and prorated to the month of accepting electronically submitted documents for production recording.

### Fee Matrix

County's Annual Recording Level	Initial Cost	Annual Cost
>50,001 document titles recorded	\$0	\$0.30 per title
25,001 – 50,000 document titles recorded	\$0	\$0.25 per title
10,001 – 25,000 document titles recorded	\$0	\$0.20 per title
< 10,001 document titles recorded	\$0	\$0



p. 909-831-2674  
Patrick.Honny@CeRTNA.com

## APPENDIX C

### ***Minimum*** Workstation Requirements:

Processor: Intel core i5 or i7

Memory: 32 GB

Disk Storage: >500 GB HDD.

USB Port: Available USB 3 port

OS: Windows 10 Professional 64-bit

Wi-Fi Adapter (Optional for business continuity scenario)

Non-authenticated internet access. For best results, access speeds should be in excess of 5 MBPS up and down.

**Note:** The CeRTNA ERDS and G2G workstations will need to have network access to the shared folder UNC path where the CeRTNA XML transactions will be stored and retrieved.

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

**Resolution No.:** \_\_\_\_\_

Resolution to:

- a. Approve and Authorize the County of Monterey, by and through the County Recorder, to withdraw as a Board Member County from the California Electronic Recording Transaction Network Authority (CERTNA), a Joint Powers Authority (JPA), effective July 1, 2022; and
- b. Approve and Authorize the County of Monterey, by and the through the County Recorder, enter into a CERTNA Client Memorandum of Understanding (MOU). The term of this agreement shall run for an indefinite period with the ability to terminate upon 30 days notice, following the procedures indicated in Article VI.A of the MOU, estimated, but not limited to, the amount of \$90,000, effective July 1, 2022.

**WHEREAS**, the Electronic Recording Delivery Act (ERDA) of 2004, Government Code Section 27391(a), authorizes a County Recorder upon approval by resolution of the Board of Supervisors to establish an electronic recording delivery system, for delivery, and when applicable, return of specified digitized electronic records and digital electronic records upon certification by the State of California, Department of Justice ERDS Program; and

**WHEREAS**, on May 13, 2010, the Board of Supervisors approved the County's participation in ERDS (Resolution 10-118) and delegated authority to the County Recorder to negotiate, execute, amend, and terminate all Memorandum of Understanding, contracts, or documents necessary to implement and carry out the County's participation in ERDS; and

**WHEREAS**, on May 13, 2010, the Board of Supervisors approved the County's participation in the California Electronic Recording Transaction Network Authority (CERTNA), a California Joint Powers Authority (JPA), (Resolution 10-120) established in July of 2007 for standardizing electronic

recording of documents across multiple member counties by creating an umbrella agency to develop, operate, and maintain an ERDS; and

**WHEREAS**, the joint powers agreement with CERTNA provides that a party may withdraw from the agreement as of the first day of July of any year following six months' notice to the other parties by resolution of intention to withdraw adopted by the legislative body of the withdrawing party; and

**WHEREAS**, in reliance on the recommendation of the Assessor-County Clerk-Recorder, the Board of Supervisors determines that continued participation in CERTNA as a Client Member county will be a benefit not only to the County Recorder's Office but also the County resulting in cost and resource savings;

**NOW, THEREFORE, BE IT RESOLVED** that the County of Monterey Board of Supervisors adopts this Resolution:

- a. Approve and Authorize the County of Monterey, by and through the County Recorder, to withdraw as a Board Member County from the California Electronic Recording Transaction Network (CERTNA), a Joint Powers Authority (JPA) effective July 1, 2022; and
- b. Approve and Authorize the County of Monterey, by and through the County Recorder, enter into a CERNTA Client Memorandum of Understanding (MOU). The term of this agreement shall run month to month, following the procedures indicated in Article VI.A. of the MOU estimated, but not limited to, the amount of \$90,000, effective July 1, 2022.

PASSED AND ADOPTED on this 16<sup>th</sup> day of November, 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

**JOINT POWERS AGREEMENT BETWEEN THE  
COUNTIES OF KERN AND SAN BERNARDINO CREATING THE CALIFORNIA  
ELECTRONIC RECORDING TRANSACTION NETWORK AUTHORITY**

THIS AGREEMENT (the "Agreement"), dated as of July 1, 2007, by and among the COUNTY OF KERN and the COUNTY OF SAN BERNARDINO, all of which are bodies politic in the State of California.

**WITNESSETH:**

WHEREAS, Assembly Bill 578 (Stats. 2004, Ch. 621, Sec. 2), known as the Electronic Recording Delivery Act of 2004, set forth at Title 3, Division 2, Part 3, Chapter 6, Article 6 of the California Government Code (Sections 27390 et seq.) authorizes California County Recorders to accept digitized and certain digital documents for recordation pursuant to the provisions thereof and regulations being developed by the California Department of Justice; and

WHEREAS, certain electronic recording systems now in use by the parties to this Agreement were developed independently and are not interoperable; and

WHEREAS, the parties to this Agreement now wish to standardize the electronic recordation of documents across multiple counties by creating a single umbrella agency that will develop and maintain an electronic recording network as requested by the parties;

NOW THEREFORE, the Counties above mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**SECTION 1. Purpose.**

Each party to this Agreement has the power to accept digitized and certain digital documents for recordation. Under the authority of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California commencing with Section 6500, the parties desire, by joint exercise of their common power, to create and constitute a new public entity separate and distinct from each of the parties to be known as the "California Electronic Recording Transaction Network Authority." This new entity will serve as a unifying umbrella agency to coordinate the service desires of the parties and enable certain lead counties to jointly develop, implement, and support an AB 578 compliant system to be known as the California Electronic Recording Transaction Network, hereinafter referred to as "CERTN," allowing for the electronic recording of documents by multiple counties using variable back-end systems.

**SECTION 2. Term.**

This Agreement shall become effective as of the date written above and shall continue in full force and effect until terminated by all parties. Any party may withdraw from the Agreement as provided in Section 11 below.



### SECTION 3. Authority.

#### A. Creation of Authority.

Pursuant to Section 6503.5 of the Government Code, there is hereby created a public entity to be known as the "California Electronic Recording Transaction Network Authority, " hereinafter referred to as "CERTNA," and said Authority shall be a public entity separate and apart from the counties which are a part of this agreement.

#### B. Governing Board.

The Authority shall be administered by a governing board initially consisting of two members, each serving in their individual capacities as members of the governing board. The County Recorder or comparable officer from each of the initial two participating counties shall upon approval of this Agreement be deemed the appointee of the Board of Supervisors of each participating county. Each said officer shall appoint an alternate to service in his or her absence. Such governing board shall be called the "Board of Directors of the California Electronic Recording Transaction Network Joint Powers Authority" and is referred to herein as the "Board." All voting power shall reside in the Board.

#### C. Meetings of Governing Board.

##### (1) Regular meetings.

The Board of the Authority shall provide for its regular meetings; provided, however, that it shall hold at least one (1) regular meeting each year. The date, hour and place shall be fixed by the Board.

(1.1) In the event that neither a board member nor an alternate is available for a scheduled meeting, a substitute may be appointed by the jurisdiction by providing a letter of documentation from a representative with signatory power prior to convening the meeting.

##### (2) Ralph M. Brown Act.

All meetings of the Board of the Authority, including without limitation regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of Government Code).

##### (3) Minutes.

The secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, and special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Counties.

(4) Quorum.

A majority of the Board of the Authority shall constitute a quorum for the transaction of business.

D. Officers

The Board shall select a chairman, a vice chairman, a secretary, and such other officers as the Board deems necessary. The Board shall determine the terms of office for each officer of the CERTNA. The secretary need not be a member of the Board.

E. Treasurer, Controller and Legal Counsel.

The initial treasurer and controller of the Authority shall each be the Treasurer and Auditor/Controller, respectively, of a County, as designated by the Board. The Treasurer shall be depository and have custody of all money of the Authority from whatever sources, and the Auditor/Controller shall draw all warrants to pay demands against the Authority approved by the Board. The attorney for the Authority shall be selected by the Board. The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond, which may be issued by the County designated by the Board through a self-insurance program, in an amount determined by the Governing Board. The Board may, at any time, designate a certified public accountant or Authority employee to be the depository and have custody of all money of the Authority, from whatever source, in lieu of designating the County Treasurer. The Board may also designate an Authority employee to carry out the controller function for the Authority.

F. Functions.

The Authority shall perform the following functions:

- 1) Manage the development of a CERTN system that is AB 578 compliant, utilize guidance from nationally recognized standard setting bodies, and adhere to applicable Federal and State laws.
- 2) Support vendor specific connections to county back end users;
- 3) Provide basic submitter capability for front-end applications;
- 4) Implement and support the CERTN system;
- 5) Publish interoperability standards allowing for open interaction with CERTN.
- 6) Market to counties and authorized submitters;
- 7) Manage the CERTN system for client counties;



- 8) Encourage the widespread adoption of the CERTN system;
- 9) Provide a mechanism for additional counties to join as CERTN clients on a fee basis; and
- 10) Perform such other functions as are required to accomplish the purpose of this Agreement.

#### **SECTION 4. Powers.**

The Authority shall have the powers common to the Counties to own, maintain and operate an electronic recordation system; and, in the exercise of the powers under this Agreement, CERTNA is authorized in its own name to:

- A) Employ agents and employees;
- B) Make and enter into contracts;
- C) Acquire, convey, construct, manage, maintain or operate any buildings, works or improvements;
- D) Acquire and convey real and personal property;
- E) Incur debts, liabilities and obligations, provided however, the debts, liabilities and obligations incurred by CERTNA shall not be, nor shall they be deemed to be debts, liabilities and obligations of any party;
- F) Accept contributions, grants or loans from any public agency, or the United States or any department, instrumentality or agency thereof, for the purpose of financing the planning, acquisition, development, maintenance or operation of the CERTN;
- G) Invest money in the treasury in the same manner and upon the same conditions as other local entities in accordance with the California Government Code;
- H) Sue and be sued; and
- I) Perform all other acts reasonable and necessary to carry out the purpose of this Agreement.

Such powers are subject to the restrictions upon the manner of exercising such powers as are imposed upon the parties to this Agreement.

## **SECTION 5. Liability of Parties**

Each party to this Agreement, whether individually or collectively, does not assume, nor shall a party be deemed to assume liability for:

- A) Any act of CERTNA or for any act of CERTNA's agents or employees;
- B) The payment of wages, benefits or other compensation to officers, agents or employees of CERTNA; or
- C) The payment of workers' compensation or indemnity to agents or employees of CERTNA for injury or illness arising out of the performance of this Agreement.

## **SECTION 6. Finance**

- A) Fiscal Year.

The fiscal year of CERTNA shall be the twelve (12) month period from July 1st to, and including, the following June 30th.

- B) Annual Budget.

The Board shall hold a public hearing and adopt an annual budget. The adoption of the annual budget shall require a majority vote of the Board.

- C) Funding.
  - 1) Initial funding shall be advanced by member jurisdictions, with the intent that said initial funding will be reimbursed from net operating revenue as available.
  - 2) Ongoing funding shall be primarily from fees collected from participating counties, which may be proceeds from fees authorized to be charged by Government Code section 27397, or other sources as each said county may determine.

## **SECTION 7. By-Laws, Rules and Amendments Thereto.**

The Board of the Authority shall adopt such by-laws as deemed necessary and may from time to time adopt such rules and regulations for the conduct of its meetings and affairs as may be required. This Agreement may be amended at any time by the written consent of all parties to it. Any by-laws, rules and regulations adopted by the Board may be amended at any time by a majority vote of the Board.

## **SECTION 8. Treasurer.**

The Treasurer of the Authority shall:

- A) Receive and receipt for all money of CERTNA and place it in the treasury so designated to the credit of CERTNA;
- B) Be responsible upon his or her official bond, which may be issued by the County designated by the Board through a self-insurance program, for the safekeeping and disbursement of all CERTNA money held by him or her;
- C) Disburse, when due, out of CERTNA funds, all sums payable on outstanding CERTNA bonds and coupons;
- D) Pay any other sums due from CERTNA from the entity's funds or any portion thereof, upon warrants of the CERTNA controller designated herein;
- E) Invest funds in accordance with Section 4(g) of this Agreement.

#### **SECTION 9. Controller.**

The Controller of the Authority shall:

- A) Issue checks to pay demands against CERTNA which have been approved by the Program Director or other person designated by the Board;
- B) Be responsible on his or her official bond, which may be issued by the County designated by the Board through a self-insurance program, for his or her approval of disbursement of CERTNA money;
- C) Keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller. The books of accounts shall include records of assets, liabilities and of contributions made by each party; and
- D) Cause to be made an annual audit of the accounts and records of CERTNA as prescribed in California Government Code Sections 6505 and 26909.

#### **SECTION 10. Program Director.**

The Board may select and employ a Program Director for the Authority. The Program Director shall carry out the policies and directives of the Board. The Program Director shall serve at the pleasure of the Board. The Program Director's responsibilities include but are not limited to:

- A) Oversee and participate in the development of requirements and design of the CERTN system.



- B) Serve as liaison with the Office of the California Attorney General and client counties to ensure that all standards are being met.
- C) Present a completed design for the CERTN system to the Board for approval.
- D) Develop RFP(s) for system development vendor(s).
- E) Present RFP(s) to the Board for approval and release.
- F) Manage vendor selection process.
- G) Present recommended vendor(s) and alternates to the Board for approval.
- H) Negotiate and finalize contract(s) with selected vendor(s).
- I) Present contract(s) to the Board for approval.
- J) Manage vendor(s) to project plan ensuring completion of project based on deliverables and predefined milestones.
- K) Manage development and publication of system interoperability standards and request feedback from industry partners.
- L) Work with vendors and client counties in the acceptance and implementation of standards to ensure a sending and receiving capability for each client.
- M) Manage selection of server hosting facilities based on security, disaster survivability, and business continuity requirements.
- N) Manage installation, testing, and final acceptance of operational system.
- O) Work with client counties to achieve certification of system.
- P) Develop ongoing system management procedures and policies.
- Q) Manage ongoing system operations and support capabilities.
- R) Develop and manage process for system upgrades, enhancements, and client support.

#### **SECTION 11. Termination - Withdrawal of Party.**

A party may withdraw from this Agreement as of the first day of July of any year following six months notice to the other parties by resolution of intent to withdraw

adopted by the legislative body of the party; provided, however, that CERTNA assets directly attributable to the accumulated capital contribution of the withdrawing party shall remain with the system for use by CERTNA without compensation to the withdrawing party, until the termination of this agreement and the distribution of assets to all parties in winding up; and provided further that the withdrawing party shall remain liable for and shall pay its proportional share of any indebtedness incurred while the withdrawing party is a party.

#### **SECTION 12. Winding Up.**

If this Agreement is terminated, all property and equipment owned by CERTNA shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the parties' accumulated capital contribution accounts as shown in the Controller's books of account. Cash may be distributed in lieu of property or equipment.

If the parties cannot agree as to the valuation of the property or to the manner of its distribution, the distribution or valuation shall be made by a neutral person appointed by the Board.

This Agreement shall not terminate until all property has been distributed in accordance with this Section 12.

#### **SECTION 13. Additional Parties.**

Additional counties may be added to this Agreement upon such terms and conditions as may be imposed by the Board and upon such entity executing this Joint Powers Agreement.

#### **SECTION 14. Amendments.**

This Agreement may be amended by written amendment unanimously approved by the parties, except that parties may be added in accordance with the provisions of Section 13.

#### **SECTION 15. Cooperation of Parties.**

The parties recognize that it is essential to cooperate fully concerning the functions of the Authority and the creation and maintenance of the CERTN system. In connection with this Agreement, the parties agree to provide any data, information, and documentation reasonably necessary to the performance of this Agreement.

#### **SECTION 16. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

#### **SECTION 17. Severability.**

Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall 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 in the first instance.

#### **SECTION 18. Legal Adequacy.**

Each party to this Agreement acknowledges and agrees that this Agreement has been reviewed by each party's respective legal counsel for legal adequacy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

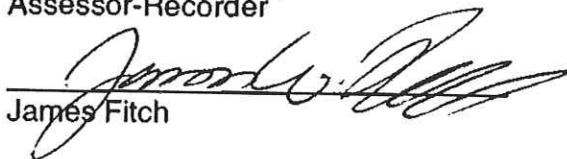
**THE COUNTY OF KERN**



Don Maben, Chairman  
Board of Supervisors

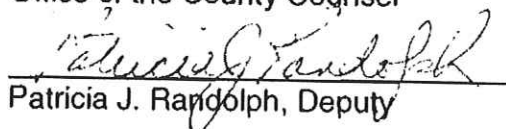
Dated: JUL 24 2007

APPROVED AS TO CONTENT:  
Assessor-Recorder



James Fitch

APPROVED AS TO FORM:  
Office of the County Counsel



Patricia J. Randolph, Deputy



## COUNTY OF SAN BERNARDINO



Paul Biane, Chairman, Board of Supervisors

Dated: JUL 17 2007

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Dena M. [unclear]  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By 

**AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT  
CREATING THE CALIFORNIA ELECTRONIC RECORDING  
TRANSACTION NETWORK AUTHORITY**

This Amendment No. 1 is made as of January 14, 2010, by and among the COUNTY OF FRESNO, the COUNTY OF KERN, the COUNTY OF SAN BERNARDINO, the COUNTY OF SAN JOAQUIN, the COUNTY OF SANTA CLARA, and the COUNTY OF SANTA CRUZ (the "parties"), all of which are bodies politic in the State of California, to the Joint Powers Agreement Between The Counties Of Kern And San Bernardino Creating The California Electronic Recording Transaction Network Authority (the "Agreement").

**WITNESSETH:**

WHEREAS, the parties have entered into the Agreement which created a new public entity known as the California Electronic Recording Transaction Network Authority (referred to as "CERTNA"); and

WHEREAS, the original purpose of CERTNA was to enable certain lead counties to jointly develop, implement and support an AB 578 compliant system; and

WHEREAS, the parties desire to expand the powers of CERTNA to enable it to develop, implement and support a Government Code section 27279 compliant system, as well as engage in any and all other activities that are permissible under applicable law.

NOW, THEREFORE, the parties, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**AMENDMENT SECTION 1.**

Section 1 of the Agreement is amended to read as follows:

Each party to this Agreement has the power to accept digitized and certain digital documents for recordation. Under the authority of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California commencing with Section 6500, the parties desire, by joint exercise of their common power, to create and constitute a new public entity separate and distinct from each of the parties to be known as the "California Electronic Recording Transaction Network



Authority." This new entity will serve as a unifying umbrella agency to coordinate the service desires of the parties and enable certain lead counties to jointly develop, implement, and support an AB 578 compliant system as well as a Government Code section 27279 compliant system to be known as the California Electronic Recording Transaction Network, hereinafter referred to as "CERTN," allowing for the electronic recording of documents by multiple counties using variable back-end systems. In addition, CERTNA shall have the power to engage in any and all other activities that are permissible under applicable law.

## **AMENDMENT SECTION 2.**

Section 3 F 1) of the Agreement is amended to read as follows:

(a) Manage the development of a CERTN system that is AB 578 compliant, utilize guidance from nationally recognized standard setting bodies, and adhere to applicable Federal and State laws; (b) Upon approval of the CERTNA Board, manage the development of a CERTN system that is Government Code Section 27279 compliant; and (c) Upon approval of the CERTNA Board, engage in any and all other activities that are permissible under applicable law.

## **AMENDMENT SECTION 3.**

Section 10 title, introduction and paragraphs A) and B) of the Agreement are amended to read as follows:

### **SECTION 10. Executive Director.**

The Board may select and employ an Executive Director for the Authority. The Executive Director shall carry out the policies and directives of the Board. The Executive Director shall serve at the pleasure of the Board. The Executive Director's responsibilities include but are not limited to:

- A) Oversee and participate in the development of requirements and design of the AB 578 and the Government Code Section 27279 CERTN systems and any and all other activities that are approved by the Board.
- B) Serve as liaison with the Office of the California Attorney General and client counties to ensure that all applicable standards are being met.

**AMENDMENT SECTION 4.**

This amendment shall be effective upon the execution by all parties to this amendment. This amendment may be signed in counterparts.

**AMENDMENT SECTION 5.**

All other terms and conditions shall remain the same.

# **ADDENDUM NUMBER 6 TO CERTNA JOINT POWERS AGREEMENT**

The undersigned County, having duly authorized participation in CERTNA, and such authorization having been approved by CERTNA, hereby executes the CERTNA Joint Powers Agreement pursuant to Section 13 thereof. The undersigned County shall henceforth be a member of CERTNA and a party to the Joint Powers Agreement subject to all rights and responsibilities set forth therein. This Addendum shall be attached to the CERTNA Joint Powers Agreement and be a part thereof. The undersigned County's obligation for ongoing JPA fees shall not exceed the Government Code section 27397(c)(1) fees collected locally, which shall be collected on all recorded documents legally permitted effective July 1, 2010.

The individuals signing below for their respective organizations have been authorized by those organizations to enter into and be bound by this Agreement on behalf of the organization.

## **MONTEREY COUNTY, CALIFORNIA**

  
Authorized Signature:

6/15/2010  
Date

Stephen L. Vagnini, Assessor-County Clerk/Recorder  
Printed name and title of signatory

## **CALIFORNIA ELECTRONIC RECORDING TRANSACTION NETWORK AUTHORITY**

  
Larry Walker, Chairman, Board of Directors

6/17/2010  
Date



# Monterey County

Item No.44

## Board Report

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

Legistar File Number: 21-947

November 16, 2021

Introduced: 10/28/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the Acting Contracts/Purchasing Officer to execute a three (3) year Concession Lease Agreement, effective December 1, 2021 with Zako HK, Inc. for cafeteria space located at 142 West Alisal Street, Salinas, California (commonly known as Jo's Café) for a minimum base rent of \$8,000 per year, plus a three percent (3%) commission fee based on gross monthly sales revenue over \$10,000, and a \$500 flat fee for each outside catering event.
- b. Approve and authorize the Acting Contracts/Purchasing Officer to execute a three (3) year Concession Lease Agreement, effective December 1, 2021 with Zako HK, Inc. for cafeteria space located at 1441 Schilling Place, Salinas, California (commonly known as Schilling Place Café) for a minimum base rent of \$8,000 per year, plus a three percent (3%) commission fee based on gross monthly sales revenue over \$16,000, and a \$500 flat fee for each outside catering event.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Acting Contracts/Purchasing Officer to execute a three (3) year Concession Lease Agreement, effective December 1, 2021 with Zako HK, Inc. for cafeteria space located at 142 West Alisal Street, Salinas, California (commonly known as Jo's Café) for a minimum base rent of \$8,000 per year, plus a three percent (3%) commission fee based on gross monthly sales revenue over \$10,000, and a \$500 flat fee for each outside catering event.
- b. Approve and authorize the Acting Contracts/Purchasing Officer to execute a three (3) year Concession Lease Agreement, effective December 1, 2021 with Zako HK, Inc. for cafeteria space located at 1441 Schilling Place, Salinas, California (commonly known as Schilling Place Café) for a minimum base rent of \$8,000 per year, plus a three percent (3%) commission fee based on gross monthly sales revenue over \$16,000, and a \$500 flat fee for each outside catering event.

### SUMMARY/DISCUSSION:

Zako HK Inc. is a California Corporation which provides cafeteria concession services to the local Monterey County community. Since January 10, 2019, Zako HK Inc. has been providing cafeteria concession services for County employees working within the County Government Center Campuses and community members conducting business or visiting the County Government Center campuses at Jo's Café, 142 West Alisal Street, Salinas and at the Schilling Place Café, 1441 Schilling Place, Salinas.

Zako HK Inc. has been operating as a subcontractor to PFD Management Inc. However, the County has chosen to terminate the master agreements with PFD Management Inc. without cause effective November 1, 2021. As a result of terminating the master agreements with PFD Management Inc., the

County is seeking approval to enter into two (2) new Concession Lease Agreements (Agreements) with Zako HK Inc., for Zako HK Inc. to continue providing cafeteria concession services at Jo's Café and at the Schilling Place Café while a new RFP for concessionaire services can be developed and implemented. Please see Attachment E, Sole Source Justification Request Form, for more information.

The lease term for both Agreements will commence on December 1, 2021 and expire on November 30, 2024. In the event the Agreements convert to a holdover status after the November 30, 2024 expiration date, the Agreements provide for a month-to-month occupancy. Either party may terminate the Agreements upon thirty (30) days written notification to the other party. Rent for each Agreement is \$8,000 per year and includes electric, gas and water utilities. Concessionaire is responsible for janitorial services, general maintenance, inspections and repairs at each location. In addition to rent, Concessionaire will pay a \$500 flat fee for each outside catering event and will provide the County a three percent (3%) commission based on gross monthly sales over \$10,000 for Jo's Café, and \$16,000 for Schilling Place Café.

Approval of the Agreements will support the County's ability to continue to provide excellent cafeteria concession services at Jo's Café and Schilling Place Café for County employees and community members while visiting or conducting business on the County Government Center campuses.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management has reviewed and approved the Agreements as to form and as to insurance and indemnity provisions. The Auditor/Controller's Office has reviewed and approved the Agreements as to fiscal provisions.

FINANCING:

There is no fiscal impact to the General Fund resulting from approval of the Agreements. The \$8,000 annual fee and other fees collected from each Agreement will be utilized to help maintain the facility and associated costs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

If approved, this action supports the Board of Supervisors' Strategic Initiatives for Health and Human Services as well as Administration. Providing cafeteria concession services at Jo's Café and Schilling Place Café will help ensure County employees and community members conducting business or visiting the County Government Center campuses will continue to have access to viable food and beverage services.

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

Prepared by: George K. Salcido, PWFP-Real Property Specialist

Approved by: Dewayne Woods, Assistant County Administrative Officer

Approved by: Debra R. Wilson, PhD, Acting Contracts/Purchasing Officer (831) 755-4995

Attachments:

Attachment A - Jo's Café Concession Lease Agreement

Attachment B - Schilling Place Café Concession Lease Agreement

Attachment C - Jo's Café Location Map

Attachment D - Schilling Place Café Location Map

Attachment E - Sole Source Justification Request Form

(Attachments on File with the Clerk of the Board)



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 21-947**

**November 16, 2021**

**Introduced:** 10/28/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Approve and authorize the Acting Contracts/Purchasing Officer to execute a three (3) year Concession Lease Agreement, effective December 1, 2021 with Zako HK, Inc. for cafeteria space located at 142 West Alisal Street, Salinas, California (commonly known as Jo's Café) for a minimum base rent of \$8,000 per year, plus a three percent (3%) commission fee based on gross monthly sales revenue over \$10,000, and a \$500 flat fee for each outside catering event.
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### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Acting Contracts/Purchasing Officer to execute a three (3) year Concession Lease Agreement, effective December 1, 2021 with Zako HK, Inc. for cafeteria space located at 142 West Alisal Street, Salinas, California (commonly known as Jo's Café) for a minimum base rent of \$8,000 per year, plus a three percent (3%) commission fee based on gross monthly sales revenue over \$10,000, and a \$500 flat fee for each outside catering event.
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### SUMMARY/DISCUSSION:

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Zako HK Inc. has been operating as a subcontractor to PFD Management Inc. However, the County has chosen to terminate the master agreements with PFD Management Inc. without cause effective November 1, 2021. As a result of terminating the master agreements with PFD Management Inc., the County is seeking approval to enter into two (2) new Concession Lease Agreements (Agreements)



Legistar File Number: 21-947

with Zako HK Inc., for Zako HK Inc. to continue providing cafeteria concession services at Jo's Café and at the Schilling Place Café while a new RFP for concessionaire services can be developed and implemented. Please see Attachment E, Sole Source Justification Request Form, for more information.

The lease term for both Agreements will commence on December 1, 2021 and expire on November 30, 2024. In the event the Agreements convert to a holdover status after the November 30, 2024 expiration date, the Agreements provide for a month-to-month occupancy. Either party may terminate the Agreements upon thirty (30) days written notification to the other party. Rent for each Agreement is \$8,000 per year and includes electric, gas and water utilities. Concessionaire is responsible for janitorial services, general maintenance, inspections and repairs at each location. In addition to rent, Concessionaire will pay a \$500 flat fee for each outside catering event and will provide the County a three percent (3%) commission based on gross monthly sales over \$10,000 for Jo's Café, and \$16,000 for Schilling Place Café.

Approval of the Agreements will support the County's ability to continue to provide excellent cafeteria concession services at Jo's Café and Schilling Place Café for County employees and community members while visiting or conducting business on the County Government Center campuses.

#### OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management has reviewed and approved the Agreements as to form and as to insurance and indemnity provisions. The Auditor/Controller's Office has reviewed and approved the Agreements as to fiscal provisions.

#### FINANCING:

There is no fiscal impact to the General Fund resulting from approval of the Agreements. The \$8,000 annual fee and other fees collected from each Agreement will be utilized to help maintain the facility and associated costs.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

If approved, this action supports the Board of Supervisors' Strategic Initiatives for Health and Human Services as well as Administration. Providing cafeteria concession services at Jo's Café and Schilling Place Café will help ensure County employees and community members conducting business or visiting the County Government Center campuses will continue to have access to viable food and beverage services.

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

Prepared by: George K. Salcido, PWFP-Real Property Specialist

Approved by: Dewayne Woods, Assistant County Administrative Officer

Approved by: Debra R. Wilson, PhD, Acting Contracts/Purchasing Officer (831) 755-4995

DocuSigned by:

Debra R. Wilson

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*Legistar File Number: 21-947*

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Attachments:

Attachment A - Jo's Café Concession Lease Agreement

Attachment B - Schilling Place Café Concession Lease Agreement

Attachment C - Jo's Café Location Map

Attachment D - Schilling Place Café Location Map

Attachment E - Sole Source Justification Request Form

(Attachments on File with the Clerk of the Board)

# Attachment A



## **COUNTY OF MONTEREY**

### **CONCESSION LEASE AGREEMENT**

<b>LEASED PREMISES:</b>	<b>Jo's Café</b> <b>142 West Alisal Street</b> <b>Salinas, California 93901</b>
<b>CONCESSIONAIRE:</b>	<b>Zako HK Inc.</b> <b>328 Brittany Road</b> <b>Seaside, California 93955</b> <b>(510) 289-7242</b>
<b>COUNTY:</b>	<b>County of Monterey</b> <b>c/o Contracts/Purchasing Division</b> <b>1488 Schilling Place</b> <b>Salinas, California 93901</b> <b>(831) 755-4992</b>

# COUNTY OF MONTEREY

## CONCESSION LEASE AGREEMENT

### PREAMBLE

This Concession Lease Agreement ("Agreement") is made and entered in this 16th day of November, 2021, by and between the **County of Monterey, a political subdivision of the State of California** ("County"), and **Zako HK Inc.**, ("Concessionaire"), in consideration of the premises, and the agreements, terms and conditions set forth, below.

WHEREAS, County operates the facility located at 142 West Alisal Street ("Premises") in Salinas, California; and

WHEREAS, County has a need for the operation and maintenance of a Cafeteria Solution (the Concession") at the Premises;

NOW THEREFORE, in consideration of this Agreement granted herein and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, their successors, assigns and personal representatives, the parties agree as follows:

#### **1. CONCESSION AREA:**

1.1 County hereby leases to Concessionaire approximately **1,200** square feet of cafeteria space ("Concession Area"), in the County of Monterey, State of California located inside the County Facility ("Facility") located at **142 West Alisal Street, Salinas, CA** ("Premises").

1.2 County does hereby lease to Concessionaire, and Concessionaire does hereby accept a lease from County, upon the terms and conditions herein set forth, over the Concession Area, and more particularly described in **EXHIBIT A-DESCRIPTION OF CONCESSION AREA** attached hereto and made a part hereof.

2. **RESERVATION OF RIGHTS:** This Agreement is subject to all outstanding easements and rights of way over, across and upon the Concession Area. The County may grant additional easements or rights of way over, across, in and upon the Concession Area as necessitated to be in the public interest. The County reserves all mineral rights in the Concession Area together with any mineral deposits thereunder.

### **3. CONDITION OF CONCESSION AREA:**

- 3.1 **Concessionaire's Acceptance:** Concessionaire hereby accepts the Concession Area (a) in the condition existing as of the Effective Date, and (b) subject to all applicable zoning, county and state laws, ordinances and regulations governing and regulating the use of the Concession Area and any covenants or restrictions of record. Concessionaire has independently evaluated the condition of the Concession Area and has determined that it is acceptable for Concessionaire's use. Concessionaire acknowledges that neither County nor any agent or employee of County has made any representations or warranties with respect to (a) the Concession Area; (b); the condition of the Concession Area; (c) the improvements on the Concession Area; to conduct of Concessionaire's business.
- 3.2 **Evidence of Seismic Adequacy:** The building containing the Concession Area was constructed after January 1, 1973, as evidenced by official documentation from the City of Salinas Building Department. Copy of which is attached as **EXHIBIT B-EVIDENCE OF SEISMIC ADEQUACY**, and incorporated by this reference.

### **4. CONCESSIONAIRE'S DUTIES AND OBLIGATIONS:**

- 4.1 **Use of Concession Area:** The Concession Area is released to Concessionaire exclusively for the purposes of preparing and serving of food as set forth herein.
- 4.2 **Sanitation:** Concessionaire shall, at its own expense, keep the Concession Area clean and sanitary always. No refuse or offensive matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor material detrimental to the public health, shall be permitted to remain in or on the Concession Area, and Concessionaire shall prevent any such matter or material from being or accumulating upon said Concession Area.
- 4.2.1 **Garbage:** Concessionaire shall hire a dumpster of appropriate size as approved by the County. The Concessionaire shall pay the cost of all garbage pickup from the dumpster for the Concession Area during the Term of this Agreement. Concessionaire, at its own expense, shall ensure that garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the dumpster. Concessionaire shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by County.
- 4.2.2 **Janitorial Services:** Concessionaire shall furnish janitorial service as is necessary for the Concession Area.
- 4.3 **General Maintenance and Repairs:** Concessionaire shall, at its own expense, keep the Concession Area in good order, in a safe and clean condition, including all grease traps.

- 4.4 Equipment Maintenance: Concessionaire shall pay all costs associated with equipment maintenance and regulatory inspections of the Concession Area including but not limited to cost of equipment replacement, the cost of labor, insurance, and applicable taxes which are necessary and/or appropriate to operate and manage the Concession Area.
- 4.5 Trade Fixtures and Removal of Items after Termination or Expiration of Lease: Concessionaire may install such trade fixtures (after written approval by County), equipment, signs (subject to the limitations stated in section 15.1) and personal property as may be necessary and convenient for its operation. Such trade fixtures, equipment, signs, and personal property shall not be considered part of the Concession Area. Removal of the same shall not damage or deface the Concession Area, and if the Concession Area shall be so damaged, Concessionaire shall repair such damage at its own expense. Concessionaire shall, within thirty (30) days of the termination or expiration of this Agreement, remove all equipment (excepting County owned equipment unless otherwise agreed to in writing signed by the County), furnishings, expendables, trade fixtures, signs, and personal items belonging to the Concessionaire from the premises at its sole expense. Concessionaire shall, at its own expense, remove or paint over, all its signs and displays, and shall restore the Concession Area and any improvements thereto to the same condition as prior to the placement of any such signs or displays. Concessionaire shall not disturb any improvements; fixtures; or County-owned equipment. Concessionaire agrees that the County may sell scrap, or dispose of any article owned by the Concessionaire remaining after thirty (30) days, without any further notice, and that any such items shall be deemed irrevocably abandoned by Concessionaire and become the property of the County without any compensation to Concessionaire. Concessionaire shall pay the County all costs incurred by the County to remove any article owned by the Concessionaire plus County's actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee within thirty (30) days after payment is demanded.
- 4.6 Hiring: Concessionaire shall use its best efforts to hire employees, contractors, suppliers, custom operators, and agents who are in Monterey County.
- 4.7 Hazardous Materials: Concessionaire shall submit a Hazardous Materials Business Plan to the Monterey County Department of Environmental Health. Concessionaire shall make the Concession Area and its operations available for inspection regarding the storage of hazardous materials on the Concession Area.

- 4.8 Fire Prevention: Concessionaire shall comply with applicable fire control and prevention rules, practices, and regulations. All equipment, fuel and oil must be stored in an appropriate storage area.
- 4.9 Debris Removal: Concessionaire, at its own expense, shall dispose of all debris and empty containers generated in the Concession Area.
- 4.10 Alterations: Except as otherwise provided in sections 4.5 and 4.11 of this Lease, Concessionaire shall not make or permit any other person to make any permanent alterations to the Concession Area or any improvement thereon without the prior written consent of the County. Concessionaire shall not erect or permit to be erected any permanent structure in the Concession Area. Concessionaire shall not remove any structures located in the Concession Area without the prior written consent of County.
- 4.11 Temporary Installations: Subject to the prior written approval of the County, Concessionaire may erect, at its own expense, temporary structures in the Concession Area as may be necessary or incidental to its use under the Agreement. All such structures shall remain the Concession Area of Concessionaire and shall be removed from the Concession Area prior to the termination or expiration of the Agreement term under the terms stated in section 4.5 hereof.
- 4.12 Damage: At the termination or expiration of the Agreement, Concessionaire shall pay to County reasonable compensation for any damage to the Concession Area caused by Concessionaire or its invitees, agents, or employees, excepting ordinary wear and tear or depreciation.
- 4.13 Entry by County: Concessionaire shall permit County, its employees, agents, representatives, invitees, as well as any Federal, State and Local officials responsible for remediation of hazardous conditions on the Premises, to enter the Concession Area at all reasonable times.
- 4.14 Surrender: Concessionaire shall surrender the Concession Area to County at the termination or expiration of this Agreement in as good a condition as at the commencement of it, excepting reasonable wear and tear, damages, and destruction by the elements.
- 4.15 Compliance with "No Smoking Law" (2003 Assembly Bill 846): Concessionaire shall ensure that the Concession Area is in full compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as may be amended from time to time, and, if necessary, prior to the commencement date specified in Section 8.1 below, shall modify the Concession Area to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.
- 4.16 Concession Notice: Concessionaire shall place a sign, in a prominent place approved by the County, stating that the Concessionaire is operating under a Concession Agreement.

**5. STATUS OF CONCESSIONAIRE:**

- 5.1 Independent Contractor: The Concessionaire shall during the entire Term of this Lease, be construed as an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Concessionaire performs pursuant to this Lease. The Concessionaire shall be fully responsible for payment of all taxes due to the State of California or the Federal government. County shall not be liable for deductions for any amount for any purpose from Concessionaire's compensation to its employees. Concessionaire shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Concessionaire be eligible for any other County benefit.
- 5.2 Authority: Concessionaire represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of Concessionaire are the duly designated agents of Concessionaire and are authorized to do so.

**6. CONCESSION PERMISSIONS GRANTED:**

- 6.1 All services provided by Concessionaire and the manner in which services are to be provided are more particularly set forth in Exhibit C.

**7. ASSIGNMENT, TRANSFER, SUBLEASE, BANKRUPTCY:**

- 7.1 Concessionaire shall not assign this Agreement, nor sublet any portion of the Concession Area, without the County's prior written approval. County may reasonably withhold its consent to any Transfer. Any attempted Transfer without County's consent shall be void and shall constitute a material breach of this Agreement. As used herein, the term "Transfer" shall include an arrangement (including without limitation, management agreements and licenses) that allows the use and occupancy of all or part of the Concession Area by anyone other than Concessionaire.
- 7.2 Concessionaire shall not under-let or sub-let the subject Concession Area or any part thereof or allow the same to be used or occupied by any other or for other use than that herein specified, nor assign this Agreement nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of County. Neither this Agreement nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the Concession rights or other violation of the provisions of this Section shall be void and shall confer no right, title, or interest in or to this Agreement or right of use of the whole or any portion of the Concession Area upon any such purported assignee, mortgagee, encumbrancer, pledgee or another lien holder, successor, or purchaser.



7.3 The Concessionaire may not, without prior written permission of the County assign or otherwise alienate any of its rights hereunder, including the right to payment; or delegate, subcontract, or otherwise transfer any of its duties hereunder.

7.4 Upon County's conveyance or transfer of all or part of the Concession Area, County shall be released from all obligations hereunder. Thereafter, County's successor in title shall be responsible for performance of County's obligations hereunder.

## **8. TERM:**

8.1 Term: The term for this Agreement shall be limited to three (3) years, commencing on December 1, 2021 at 8:00 a.m., and terminating on November 30, 2024 at 5:00 p.m. ("Term"). Except as otherwise specifically stated in this Agreement or in any subsequent amendments hereof, the terms and conditions of this Agreement shall remain in effect following any holdover of the original Term.

8.2 Option to Renew: This Agreement does not provide any options to renew.

8.3 Holding Over: After the expiration or earlier termination of the term and if Concessionaire remains in possession of the Concession Area with County's express consent, such possession by Concessionaire shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. During such temporary tenancy, the minimum monthly rent shall be due monthly at a rate increased by 10% over the previous rent, unless otherwise agreed to in writing by County. Concessionaire shall pay such monthly rent and all other sums required to be paid hereunder monthly on or before the fifteenth day of each month. All other provisions of this Agreement except those pertaining to the term shall apply to the month-to-month tenancy.

8.4 Temporary Tenancy: This tenancy is of a temporary nature and the parties to this Agreement agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

## **9. FEES AND CHARGES:**

Concessionaire agrees to pay to County for the Concession Area above-described, and County agrees to accept as payment for, the use and possession of the Concession Area as set forth below.

### **9.1 Minimum Base Rent:**

Minimum Base Rent is Eight Thousand Dollar (\$8,000) per year, payable monthly in twelve installments due end of following month of each month during the Term.

9.2 Concession Fees: Commissions on Concessionaire's monthly sales occurring during the Agreement Term shall be calculated as follows:

9.2.1 Additional Rent of three percent (3%) commission based on Concessionaire's monthly gross sales revenue, as defined in section 12.3 hereof ("Gross Revenue"), over Ten Thousand dollar (\$10,000.00) for cafeteria, internal catering, and all other sales and service sales; an Additional Flat Fee ("Rent") of Five Hundred (\$500) for each outside catering event sales.

9.3 Concession Fees Payment Schedule: Commissions on Concessionaire's monthly sales occurring during the Agreement Term.

9.3.1 Commission Schedule

Example: Month 1 (March 1, 2021 – March 31, 2021) 3% of gross sales are due the following month by no later than April 31, 2021

9.3.2 Lease Payment

Example: Month 1 (March 1, 2021 – March 31, 2021) total amount of \$667 is due the following month by not later than April 31, 2021

9.4 All payments shall be payable to Monterey County and delivered to:

Monterey County  
Attn: Contracts/Purchasing Officer  
1488 Schilling Place Salinas, California 93901

9.5 Late Payment: If payment is received more than five (5) business days after the due date Concessionaire agrees to pay as liquidated damages on the amount of unpaid rent at the rate of ten percent (10%) per annum from the payment due date until payment of the rent is received. County's acceptance of the payment of the liquidated damages does not constitute a waiver of any rights or remedies granted herein.

9.6 Reimbursements:

9.6.1 If County pays any sum or incurs any obligations or expense(s) which Concessionaire has agreed to pay or reimburse County for, or if County is required or elects to pay any sum or to incur any obligations or expense(s) by reason of the failure, neglect, or refusal of Concessionaire to perform or fulfill its obligations under this Agreement, or as a result of an act or omission of Concessionaire contrary to the obligations set forth in this Agreement, Concessionaire agrees to pay to County the sum so paid or the expense(s) so incurred and costs, plus interest at ten percent (10%), plus County's actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule, and damages. This amount shall be due and payable upon within ten (10) days of County issuing an invoice detailing such charges.

9.6.2 For all purposes in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by County for any work done or material furnished shall be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable. If County elects to use its own personnel in making any repairs, replacements, and/or alterations, and elects to charge Concessionaire with the cost of same, receipts and timesheets will be used to establish the charges, and shall be presumed to be reasonable in absence of contrary proof submitted by Concessionaire.

9.7 Returned check charge: Concessionaire agrees to pay County's actual cost for each check that is returned for insufficient funds.

## **10. NON-DISCRIMINATION:**

- 10.1 During the performance of this Agreement, Concessionaire and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, patron or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy-related condition, marital status, age, political affiliation, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.
- 10.2 Concessionaire and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to nondiscrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 10.3 Concessionaire shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 10.4 Concessionaire shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Concessionaire's delivery of services.

## **11. PERSONNEL:**

- 11.1 Conduct: Concessionaire and its representatives, agents, servants, and employees shall always conduct business in a quiet and orderly manner to the satisfaction of the County.
- 11.2 Qualified Personnel: A reasonably competent person shall be on the premises always while the concession is in operation. Concessionaire will employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the County. Concessionaire shall ensure that each of its personnel, while on or about

the Concession Area, shall be neat in appearance and courteous always and shall be appropriately attired, with badges or other suitable means of identification. No person employed by Concessionaire shall be under the influence of alcohol, illegal drugs, narcotics, or other controlled substances, while on or about the Concession Area.

- 11.3 Employee Fidelity Bonds: At the County's discretion, employee fidelity bonds may be required to be maintained by Concessionaire covering all its employees who handle money.

## **12. CASH AND RECORD HANDLING REQUIREMENTS:**

- 12.1 At County's request, Concessionaire shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the Concession which shall be submitted to the County. Concessionaire shall maintain a method of accounting of the Concession activities which shall correctly and accurately reflect the gross receipts and disbursements received or made by Concessionaire from operations. The method of accounting, including bank accounts, shall be separate from the accounting systems used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents:

- 12.1.1 Regular books of accounting such as general ledgers.
- 12.1.2 Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- 12.1.3 State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
- 12.1.4 Cash register tapes shall be retained so that day-to-day sales can be identified. A cash register must be used in public view which prints a dated double tape indicating each sale and the daily total.
- 12.1.5 Any other accounting records that County, in its sole discretion, deems necessary for proper reporting of receipts.

### **12.2 Business Records.**

- 12.2.1 Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this Agreement in a manner that conforms to industry standards and practices and in a manner acceptable to the County.
- 12.2.2 Concessionaire shall maintain during the Term of this Agreement and for three years thereafter, all its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to this Agreement. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by the County, or a duly

authorized representative, during ordinary business hours at any time during the term of this Agreement and for at least three years thereafter.

12.2.3 Concessionaire will submit to the County, no later than February 1<sup>st</sup> of each year during the Term of this Agreement, a verified profit and loss statement for the previous calendar year. Within thirty (30) days of the expiration or termination of this Agreement, Concessionaire shall submit to the County a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

12.2.4 Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the County, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-resettable and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the County upon County's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

### 12.3 Gross Revenue:

The term "Gross Revenue", wherever used in this Agreement, is intended to and shall mean all moneys, property, or any other thing of value, including accounts receivable, received by Concessionaire and any sub-contractor or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Agreement, or that associates with or implies an endorsement by County, all without deduction. The term "Gross Revenue" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

### 12.4 Audit:

12.4.1 **Concessionaire's Audit:** Concessionaire shall employ an independent Certified Public Accountant (CPA) at Concessionaire's cost, to perform an audit of the books and records of Concessionaire, as they pertain to this Agreement, for each Agreement Year, or applicable portion thereof, and Concessionaire shall follow all recommendations made by the independent auditor. Such audit shall be in a format and in detail satisfactory to the County and shall include all the following:

12.4.1.1 An audited statement of Gross Revenue shall be submitted to the County by no later than one hundred twenty (120) days following the last day of every Agreement Year. An independent CPA shall conduct such audit, and include all business transacted at the Premises under the terms of this Agreement by Concessionaire during the preceding Agreement Year, and excluding any other business transacted by Concessionaire; and

- 12.4.1.2 A written statement, by such CPA, to the County stating that in the CPA's opinion, the Rent and other required fees paid by Concessionaire to the County for the preceding Agreement Year were paid in accordance with the terms of this Agreement; and
- 12.4.1.3 Copies of any reports prepared by such CPA or by Concessionaire's internal audit staff for Concessionaire relating exclusively to this Agreement, and specifically describing any strengths or weaknesses of internal fiscal controls; and
- 12.4.1.4 A management letter prepared by such CPA for Concessionaire relating exclusively to this Agreement, and specifically describing Concessionaire's internal accounting controls as they relate to cash handling, processing of receipts and security of cash at the Premises, based on examination and testing of such controls by such CPA, including a control analysis of the strengths and weaknesses of such controls; and
- 12.4.1.5 if the results of any such audit show any discrepancy as compared to the amount of Concessionaire's Gross Revenue at the Premises, as reported to County by Concessionaire, Concessionaire shall pay County the difference in Rent payments or County shall reimburse Concessionaire within thirty (30) calendar days following discovery of such discrepancy; and
- 12.4.1.6 If Concessionaire fails to perform its obligations under this section, after thirty (30) days' notice by the County, the County may employ an independent CPA to perform the required audit and, in addition to any difference in Rent due the County from such audit, County shall recover the entire cost of such audit, plus County's actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule for all of County's costs in connection with such audit. .

**12.4.2 County Audit:** Concessionaire shall, upon request, make all or any part of its records pertaining to this Agreement available to the County, or any other authorized representative of County during normal business hours throughout the Term of this Agreement, for the purposes of inspection, copying, or audit. Except as otherwise expressly provided herein, the cost of such inspection, copying or audit shall be borne by County.

- 12.4.2.1 if the results of any such audit by County show any discrepancy as compared to the amount of Concessionaire's Gross Revenues at the Premises, as reported to County by Concessionaire, Concessionaire shall pay the County the difference in Rent payments or County shall reimburse Concessionaire within thirty (30) calendar days following discovery of such discrepancy.

- 12.4.2.2 if any such discrepancy exceeds the amount of such Gross Revenues reported by Concessionaire to County by more than two percent (2%), Concessionaire shall reimburse County for all of County's actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or another applicable County adopted fee schedule about such audit.

### **13. PRICE SCHEDULES AND MERCHANDISE.**

Concessionaire shall staff, operate, manage, and provide all goods, services, and facilities offered in a first-class manner and comparable to other high-quality concessions providing similar facilities and services. County reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety.

- 13.1 Prices: County agrees that Concessionaire's merchandise, including its prices for same, shall be within Concessionaire's discretion; subject, however, to disapproval by County if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of County.
- 13.2 Quality of Goods: All food items, goods and service offered for sale and/or sold by Concessionaire shall be of high quality. All merchandise sold, kept for sale, or rented by Concessionaire shall be of a quality acceptable to industry standards and conform to all federal, state and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by Concessionaire and all edible merchandise kept on hand shall be stored and handled with due regard for sanitation. In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. No adulterated, misbranded, or impure articles shall be sold or kept for sale. All merchandise for sale or rented shall be subject to the County's approval prior to being offered for sale. Concessionaire shall remove any goods which are not approved by County and shall not again offer such goods for sale or rent without the prior written approval of the County. The County reserves the right to order the improvement of the quality of any merchandise kept or offered for sale or rental.
- 13.3 Food Items: Concessionaire shall offer for sale a variety of food items and beverage products, as further defined in the Concessionaire's proposal response.
- 13.4 Waste or Nuisance: Concessionaire shall not commit or permit the commission by others of any waste on the Concession Area; Concessionaire shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code, nor the Monterey County Code; and Concessionaire shall not use or permit the use of the Concession Area for any unlawful purpose.
- 13.5 Waste Diversion: Concessionaire shall minimize the paper items (straw covers, serving cartons, etc.) distributed with food products. County reserves the right to prohibit the sale or use of non-recyclable containers or plastics. Concessionaire is prohibited from selling

merchandise in non-returnable bottles, and shall not dispense food or beverage items in glass or Styrofoam containers. Concessionaire shall not sell or give away or otherwise dispose of any commodity which in the opinion of County will cause undue litter. Concessionaire expressly agrees to comply with all County recycling programs.

- 13.6 Business Diversion Prohibited: Concessionaire shall not divert, cause, allow, or permit to be diverted any business from the Concession Area and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it.

#### **14. EQUIPMENT, FURNISHINGS, AND EXPENDABLES.**

- 14.1 Equipment: Concessionaire may lease or purchase any equipment, furnishings, and expendables (collectively, "Equipment") required for its operation of the Concession upon the Concession Area with County's prior written approval. Any such Equipment shall be leased, purchased, and installed by Concessionaire at its sole cost and expense, and shall remain its personal property.

- 14.2 County-Owned Equipment: County may, as a courtesy and at no cost to Concessionaire, provide equipment for the operation of the concession, which shall remain the property of the County. Concessionaire shall annually provide the County with a list of County-Owned Equipment located within the Concession Area and/or used for the Concession. Nothing herein shall delegate to the County responsibility of providing the necessary equipment to operate the Concession. County reserves the right at any time to replace or remove all items of County-owned equipment.

- 14.2.1 The Concession Area contains County-Owned Equipment available for Concessionaire's use, as identified in the Inventory List of County-Owned Equipment attached hereto as EXHIBIT D COMMERCIAL KITCHEN EQUIPMENT AND CAFÉ FURNISHINGS. All such County-Owned Equipment is provided in "as-is" condition and is presumed to be operational unless otherwise noted by Concessionaire when Concessionaire takes possession of the leased Concession Area.

- 14.2.2 County-Owned Equipment shall be returned to the County at the expiration of this Agreement in the same condition as received, reasonable use, wear and tear, and damage by the elements excepted. County shall, periodically, conduct an inventory of said objects and evaluate their care and condition.

- 14.2.3 Should Concessionaire fail, neglect or refuse to undertake and complete any required maintenance or restoration to County-Owned Equipment, County shall have the right to terminate the Agreement and take immediate possession of the County-Owned Equipment to perform maintenance or repairs for the Concessionaire's account. Concessionaire agrees to promptly reimburse the County for the cost thereof, provided, however, that the County shall first give Concessionaire ten (10) days written notice of its intent to perform such



maintenance or repairs enabling Concessionaire to proceed with such maintenance or repairs at Concessionaire's own expense.

- 14.3 Maintenance of Equipment: Concessionaire shall, always and at its sole expense, keep and maintain all equipment, whether owned and/or installed by Concessionaire or County owned, together with all the fixtures, equipment, and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. No equipment provided by County shall be removed or replaced by Concessionaire without the prior written consent of the County. If County provides such consent, such removal and/or replacement shall be at the expense of Concessionaire.
- 14.4 Claims for Labor and Materials: Concessionaire shall promptly pay when due all amounts payable for labor and materials installed within the Concession Area. Concessionaire shall take all steps necessary and reasonable to prevent any lien or other claim under any provision of law from arising against any property owned by County (including reports, documents, and other tangible matter produced by the Concessionaire hereunder), against the Concessionaire's rights hereunder, or against the County, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.
- 14.5 Disclaimer of Warranty: **CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES THAT COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, NEITHER EXPRESS NOR IMPLIED, WHETHER OTHERWISE IMPOSED BY STATUTE OR LAW AND TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AS TO ANY AND ALL COUNTY OWNED EQUIPMENT LISTED IN EXHIBIT D, OR COUNTY OWNED EQUIPMENT THAT CONCESSIONAIRE MAY TAKE TEMPORARY POSSESSION OF OR MAKE USE OF AFTER THE EXECUTION OF THIS AGREEMENT PURSUANT TO A FUTURE AGREEMENT BETWEEN THE PARTIES; THAT CONCESSIONAIRE TAKES TEMPORARY POSSESSION OF SAID EQUIPMENT IN AN "AS IS" CONDITION, HAS CONDUCTED ITS OWN INSPECTION OF THE EQUIPMENT AND IS SATISFIED AS TO ITS CONDITION, AND MAKES USE OF SUCH EQUIPMENT AT ITS SOLE PERIL.**

## 16. UTILITIES.

- 16.1 Utility Services: Concessionaire shall provide and pay for all initial utility deposits and fees, and for electricity, gas and telecommunications utilities and services necessary for its use and occupancy of the Concession Area during the Term and any extension or holdover period, including grease trap maintenance, and all other services which may be used in or upon the Concession Area during the Term of this Agreement, or any extension or holdover period, provided that Concessionaire has contracted directly with the utility companies; County shall have no responsibility to either provide or pay for such services. If any such services are not separately metered or billed to Concessionaire, but rather are billed to and paid by County, Concessionaire will pay to County its pro rata share of the cost of such

services, as determined by County, together with its pro rata share of the cost of making such determination. County will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

**16.2 Heating, Ventilation, and Air Conditioning (HVAC):**

The Concession Area is located inside County's Premises and does not have a separate HVAC system from the rest of the Premises. Concessionaire shall exercise care and caution with respect to the use of the HVAC system.

**16.3 Water/Sewer Service:**

16.3.1 The Concession Area is located inside a building with water and sewer connections for use by the Concessionaire, but the Concessionaire shall be responsible for the cost of connecting the water and sewer lines to any devices.

16.3.2 Concessionaire shall exercise care and caution with respect to the use of the water and sewer systems and shall pay for the cost of repair and maintenance of the system located within the Concession Area. If such repair work is performed by the County, all such repair and maintenance charges shall be submitted to Concessionaire in writing and shall be due and payable within thirty (30) days.

**16.4 Energy & Water Conservation:**

16.4.1 County is required to comply with all laws and regulations requiring the installation of energy-efficient systems, fixtures, and equipment at Concession Area. In accordance with all laws and regulations and this Agreement, Concessionaire shall maintain or repair, or cause to maintain or repair, any structures, buildings, and related systems in accordance with current energy conservation standards.

16.4.2 Concessionaire shall be responsible for promoting energy and water conservation measures in the operation of all activities at the Concession. Concessionaire shall cooperate with the County in all forms of energy and water conservation including energy-efficient lighting, heating and air-conditioning systems, and fixtures and equipment. Concessionaire shall comply with all existing and newly-enacted laws, bylaws, regulations, etc., relating to the conservation of energy and water. Concessionaire shall comply with all reasonable requests and demands of County pertaining to the installation and maintenance of energy and water conservation systems, fixtures, and equipment.

**17. SAFETY & SECURITY.**

17.1 Safety: Concessionaire shall keep a copy of the County's Safety Manual in a location accessible by all its employees. Concessionaire shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or County notifies Concessionaire of said condition. Concessionaire shall cooperate fully with County in the investigation of accidents. In the event of injury to a patron or customer, Concessionaire shall reasonably ensure that the injured person receives prompt and

qualified medical attention, and as soon as possible thereafter, Concessionaire shall submit a County Accident or Illness Report. If after ten (10) days written notice from the County (or immediately in exigent circumstances) Concessionaire fails to correct hazardous conditions specified by the County, which have led, or in the opinion of County could lead, to injury, the County may, in addition to all other remedies which may be available to County, improve, repair, replace, rebuild, redecorate, or paint any improvements to correct the hazardous condition, with the cost thereof, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule, to be paid by Concessionaire to County with the next month's Concession Fee.

- 17.2 Security: Concessionaire shall be responsible for the security of any structures or equipment placed within the Concession Area. Concessionaire may install equipment, approved by the County, which will assist in protecting from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by Concessionaire.

## **18. MAINTENANCE.**

- 18.1 By entry hereunder, Concessionaire accepts the Premises as being in good and sanitary order, condition, and repair.
- 18.2 County Obligations: County shall, at County's own expense, keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intra-building network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. County, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted.
- 18.3 County to provide HVAC: County shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Agreement and within tolerances normal in comparable office buildings. If energy requirements prohibit County from complying with these requirements, Concessionaire shall not unreasonably withhold its consent to temporary waivers or modifications.
- 18.4 Maintenance of Concession Area: Concessionaire shall be responsible for all necessary janitorial duties and maintenance repairs within the Concession Area to the satisfaction of the County, regardless of the cause including, without limitation, normal wear and tear and vandalism.
- 18.5 Maintenance Duties: Concessionaire's maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be

required to properly maintain the Concession Area in a safe, clean, operable, and attractive condition. Concessionaire shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by the County to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of any structures, such as light fixtures, toilets, and faucets.

18.6 Correction of Conditions Leading to Damage:

18.6.1 Excluding normal wear and tear, and, excluding heating and cooling equipment, Concessionaire shall, at Concessionaire's sole expense, be responsible for the cost of repairing any area damaged by Concessionaire or Concessionaire's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Concessionaire. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Concessionaire, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, (c) be in accordance with all laws.

18.6.2 If Concessionaire fails, after written notice, to correct conditions that have led or, in the opinion of County, could lead to significant damage to County property, the County may at its option, and in addition to all other remedies available to it, repair, replace, rebuild, redecorate or paint any such Concession Area included in said notice, with the cost thereof, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule, to be paid by Concessionaire to County as part of the next month's Concession Fee.

18.7 Pest Control: Concessionaire shall be responsible for pest control in and around the Concession Area, including, but not limited to, abatement of insects (including roaches, bees, spiders, termites etc.), rodents, vermin, and other nuisance pests, if the pests are found in or on the Concession Area or structures or areas used by Concessionaire.

18.8 Waiver of California Civil Code Section 1942: To the extent applicable to this Agreement and that any remedies specified in this Agreement conflict or are inconsistent with any provisions of California Civil Code section 1942 *et seq.*, or any successor statute thereto ("CC §1942"), the provisions of this Agreement shall control. Concessionaire specifically waives any right it may have pursuant to CC § 1942 to effect maintenance or repairs to the Concession Area which do not render the concession area untenable and to abate the costs thereof from Concession Fees due to the County under this Agreement to the fullest extent of the law.

18.9 Mechanics' Liens: Concessionaire shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Concession Area, and for all materials furnished for or in connection with any such work. If any lien is filed against the Concession Area, Concessionaire shall cause the lien to be discharged of record within ten (10) days after it

is filed. Concessionaire shall indemnify, defend, and hold County harmless from all liability, loss, damage, costs, attorneys' fees, and all other expenses because claims of lien of laborers or material-men or others for work performed or materials or supplies furnished for Concessionaire or persons claiming under Concessionaire.

- 18.10 Property Damage and Theft Reporting: if any portion of the Concession Area or County-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, or in the event of theft, burglary, or other crime committed on the Concession Area. Concessionaire shall complete and submit to the County a report for this purpose, which shall be provided by the County.

## **19. DAMAGE OR DESTRUCTION TO CONCESSION AREA.**

- 19.1 Partial Damage: If all or a portion of the Concession Area, or any permanent improvements made thereon, are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by County at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of Concessionaire, its agents, officers, or employees, Concessionaire shall be responsible for the cost and expense incurred in making such repairs, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule.
- 19.2 Extensive Damage: If the damages as described above in "Partial Damage" are so extensive as to render the Concession Area, or any permanent improvements made thereon, or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by County at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the Concession Area, or any improvements made thereon, are fully restored and certified by County as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of Concessionaire, its agents, officers, or employees, said fees and charges will not abate and Concessionaire shall be responsible for the cost and expenses incurred in making such repairs, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule.
- 19.3 Complete Destruction: In the event all or a substantial portion of the Concession Area, or any permanent improvements made thereon, are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, County shall be under no obligation to repair, replace or reconstruct said Concession Area, or any permanent improvements made thereon, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the Concession Area are fully restored. If within four (4) months

after the time of such damage or destruction of the Concession Area, or any permanent improvements made thereon, have not been repaired or reconstructed, Concessionaire may terminate this Agreement in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said Concession Area, or any permanent improvements made thereon, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of Concessionaire, its agents, officers, or employees, said fees and charges shall not abate and County may, in its discretion, require Concessionaire to repair and reconstruct the same within twelve (12) months of such destruction and Concessionaire shall be responsible for the cost and expenses incurred in making such repairs, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule. Concessionaire shall timely pay the Concession Fee as determined above during the reconstruction.

- 19.4 Limits of County's Obligation to Repair or Reconstruct: In the application of the foregoing provisions, County may, but shall not be obligated to, repair or reconstruct the Concession Area, or any improvements made thereon. If County chooses to do so, County's obligation shall also be limited to repair or reconstruction of the Concession Area, or any improvements made thereon, to the same extent and of equal quality as present at the commencement of the Concessionaire's operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of Concessionaire and any such redecoration and refurbishing/re-equipping shall be equivalent in quality to that originally installed.

## **20. INTERFERENCE DUE TO CONSTRUCTION.**

- 20.1 In the event County constructs or causes to be constructed improvements within the Concession Area, or if construction within the Premises requires a partial or total closure of the Premises, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the County determines the construction substantially interferes with the authorized operations, provided a request for abatement of this Agreement is presented to the County within thirty (30) days of commencement of construction.
- 20.2 Concessionaire agrees to cooperate with County during any construction, including, but not limited to, vacating, and removing all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction. Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 20.3 Concessionaire agrees to accept the remedy provided in this section in the event of construction upon the Concession Area and/or the Premises, and hereby waives any and all

other rights and remedies for relief, damages, or compensation that are presently available or may be made available hereafter under the law.

## **21. HAZARDOUS MATERIALS.**

21.1 Hazardous Materials Laws-Definition: As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., § 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the soil and ground water conditions or other similar substances or conditions.

21.2 Hazardous Materials – Definition: As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance, or other matter that:

21.2.1 Is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious, or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

21.2.2 Is controlled, referred to, designated in, or governed by any Hazardous Materials Laws;

21.2.3 Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws;

21.2.4 Is any other material or substance giving rise to any liability, responsibility or duty upon the County or Concessionaire with respect to any third person under any Hazardous Materials Law.

21.3 Concessionaire's Representations and Warranties: Concessionaire represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Concessionaire shall comply with the following provisions unless otherwise specifically approved in writing by the County:

21.3.1 Concessionaire shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Concession Area by Concessionaire, its agents, employees, assigns, contractors or invitees, except as otherwise allowed by Concessionaire's permitted use of the Concession Area and with written authorization from County and any other appropriate permitting authority.

21.3.2 Any handling, transportation, storage, treatment, or usage by Concessionaire of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.

- 21.3.3 Any leaks, spills, release, discharge, emission, or disposal of Hazardous Materials which may occur within the Concession Area following the Commencement Date shall be promptly and thoroughly cleaned and removed by Concessionaire at its sole expense, and any such discharge shall be promptly reported in writing to County, and to any other appropriate governmental regulatory authorities.
- 21.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Concessionaire within the Premises.
- 21.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas, or oil wells, shall be located by Concessionaire within the Premises without County's prior written consent.
- 21.3.6 Concessionaire shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of County.
- 21.3.7 Concessionaire shall not place, maintain, or distribute asbestos materials on site.
- 21.3.8 Concessionaire shall promptly supply County with copies of all notices, reports, correspondence, and submissions made by Concessionaire to the United States Environmental Protection Agency, the United Occupational Safety, and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws.
- 21.3.9 Concessionaire shall promptly notify County of any liens threatened or attached against the Concession Area pursuant to any Hazardous Materials' Law. If such a lien is filed, then within twenty (20) days following such filing or before any governmental authority commences proceedings to sell the Concession Area pursuant to the lien, whichever occurs first, Concessionaire shall either: (a) pay the claim and remove the lien from the Concession Area; or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to County in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to County in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Agreement, Concessionaire shall surrender the Concession Area to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Concession Area.
- 21.4 Hazardous Materials Indemnification by Concessionaire: Concessionaire (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel selected by County), reimburse and hold County and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown,



contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by County) which arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials, including the soil, ground water or soil vapor on or under the Concession Area. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Concession Area, and the release or discharge of Hazardous Materials by Concessionaire during the course of Concessionaire's alteration or improvement of the Concession Area.

21.5 Remedies Cumulative: The provisions of this section shall be in addition to all common law obligations and liabilities Concessionaire may have to County, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Agreement and/or any transfer of all or any portion of the Concession Area, or of any interest in this Agreement, and shall be governed by the laws of the State of California.

21.6 Asbestos Notification: In September, 1989, the Governor of California signed AB-1564, an Asbestos Notification law, codified in Section 25915 et seq. of the Health and Safety Code. Health and Safety Code Section 25915(a) states:

"Notwithstanding any other provisions of the law, the owner of any building constructed prior to 1979, who knows that the building contains asbestos- containing construction materials, shall provide notice to all employees of that owner working within the building."

21.6.1 Should the County know or become aware of any asbestos-containing material, County will notify Concessionaire within ten (10) days.

21.6.2 If Concessionaire suspects or has reason to believe that the Concession Area contains asbestos-containing material, County shall within ten (10) days of Concessionaire's request supply Concessionaire with an Asbestos Survey Report performed by a qualified hazardous material specialist. If County fails to have the testing done, Concessionaire may have the required testing done and all related cost may be deducted from the Concession Fee. If abatement is necessary, County shall provide the Concessionaire an Asbestos Abatement Plan within thirty (30) days.

## **22. DEFENSE AND INDEMNIFICATION.**

22.1 Sole Indemnity: Concessionaire agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees from and against any and all claims, liabilities or losses whatsoever arising out of or in any way related to Concessionaire's use, services or performance of this Agreement, including but not limited to, claims for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and

any legal expenses (such as attorney's fees, court costs, investigation costs, and expert fees); and including, but not limited to, any and all losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Concessionaire's use, services or performance of this Agreement, unless such claims, liabilities, or losses determined to be solely caused by the gross negligence or willful misconduct of the County. " Concessionaire's use" includes Concessionaire's professional errors or omissions, negligent actions, or inactions; and the professional errors or omissions, negligent actions or inactions of its officers, employees, agents, occupants, guests, and business invitees.

- 22.2 Savings Clause: If any term, provision, or application Concessionaire's indemnification to County 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 Concessionaire's indemnification to County 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 Concessionaire's indemnification to County and California law, the broadest indemnity protection for the County under this Agreement that is permitted by law shall be provided by Concessionaire.
- 22.3 Concessionaire's obligation to defend, indemnify and hold County and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Concessionaire to procure and maintain a policy of insurance.

## 23. INSURANCE CONDITIONS.

- 23.1 Without limiting Concessionaire's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement (Required Insurance.) These minimum insurance coverage terms, types, and limits also are in addition to and separate from any other contractual obligation imposed upon Concessionaire pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Concessionaire for liabilities which may arise from or relate to this Agreement.
- 23.2 County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions upon County's determination of changes in risk exposures. The County may increase or decrease the amounts of insurance coverage required herein by giving thirty (30) days prior written notice to Concessionaire.
- 23.3 Evidence of Coverage and Notice to County.
- 23.3.1 Prior to commencing services under this Agreement, Concessionaire shall deliver to the County a Certificate(s) of insurance coverage (Certificate) satisfactory to County, and copies of endorsements.

- 23.3.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Concessionaire's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Concessionaire and/or subcontractor insurance policies at any time.
- 23.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Concessionaire identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000).
- 23.3.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Concessionaire, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

County of Monterey  
Attn: Contracts/Purchasing Officer  
1488 Schilling Place Salinas, CA 93901

- 23.3.5 Concessionaire shall promptly report to County any injury or property damage accident or incident, including any injury to concessionaire employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Concessionaire. Concessionaire also shall promptly notify County of any third-party claim or suit filed against Concessionaire or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Concessionaire and/or County.
- 23.4 Additional Insured Status and Scope of Coverage: The County of Monterey, elected officials, officers, agents, employees, and volunteers (collectively County and its Agents) shall be provided additional insured status under Concessionaire's General Liability policy with respect to liability arising out of Concessionaire's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Concessionaire's acts or omissions, whether such liability is attributable to the Concessionaire or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 23.5 Failure to Maintain Insurance: Concessionaire's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Concessionaire resulting from said breach.
- 23.6 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A- VII unless otherwise approved by County.
- 23.7 Concessionaire's Insurance Shall Be Primary: Concessionaire's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Concessionaire. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Concessionaire coverage.
- 23.8 Waivers of Subrogation: To the fullest extent permitted by law, the Concessionaire hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Concessionaire shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 23.9 Subcontractor Insurance Coverage Requirements: Concessionaire shall include all subcontractors as insureds under Concessionaire's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Concessionaire shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Concessionaire as additional insureds on the subcontractor's General Liability policy. Concessionaire shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 23.10 Deductibles and Self-Insured Retentions (SIRs): Concessionaire's policies shall not obligate the County to pay any portion of any Concessionaire deductible or SIR. The County retains the right to require Concessionaire to reduce or eliminate policy deductibles and SIRs with respect to the County, or to provide a bond guaranteeing Concessionaire's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 23.11 Claims Made Coverage: If any part of the Required Insurance is written on a "claims made" basis, any policy retroactive date shall precede the effective date of this Agreement. Concessionaire agrees to maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.
- 23.12 Application of Excess Liability Coverage: Concessionaire may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

- 23.13 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 23.14 Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Concessionaire use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

## 24. INSURANCE COVERAGE REQUIREMENTS.

- 24.1 **Commercial General Liability (occurrence coverage)**: Concessionaire shall maintain comprehensive commercial general liability coverage with liability limits of not less than Two Million Dollars (\$2,000,000) for injury or death to one or more persons and property damage limits of not less than One Million Dollars (\$1,000,000) per occurrence insuring against all liability of Concessionaire and its authorized representatives arising out of and in connection with Concessionaire's use or occupancy of the Concession Area. County, during the terms hereof, shall indemnify and save harmless the Concessionaire from and against all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the County.

### **With an Additional Insured Endorsement noted below:**

**Additional Insured Endorsement**: shall name County and its officers, agents, and employees as Additional Insureds with respect to services being provided, including ongoing and completed operations. Additional insured endorsement shall be equivalent to ISO form CG 2010 11 85.

- 24.2 **Professional Liability**: 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 One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Concessionaire shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- 24.3 **Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence. Insurance shall cover liability arising out of Concessionaire's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 24.4 **Workers' Compensation:** if Concessionaire employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease. If Concessionaire will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WCOO 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Concessionaire's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workers' compensation law or any federal occupational disease law.
- 24.5 **Directors and Officers Liability:** Minimum Limit One Million Dollars (\$1,000,000)
- 24.6 Fire Legal Liability limit of One Million Dollars (\$1,000,000) for damage to premises rented to Concessionaire.
- 24.7 Water Legal Liability limit of One Million Dollars (\$1,000,000) for damage to premises rented to Concessionaire.
- 24.8 **Liquor Liability:** If Concessionaire sells or dispenses alcoholic beverages, standard liquor liability insurance with an umbrella policy of not less than Five Million Dollars (\$5,000,000) per occurrence.
- 24.9 **Sexual Misconduct:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature.
- 24.10 **Property Coverage:** Concessionaire shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Concessionaire's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.
- 24.11 **Periods of Construction:** During the period(s) of any new construction as required or authorized herein, and in addition to the aforementioned insurance coverage, at the discretion of the County, the Concessionaire shall provide the following forms and amounts of insurance:
- 24.11.1 Builder's All-Risk Insurance, including flood coverage, covering the entire work, against loss or damage until completion and acceptance by the County. Insurance shall be in an amount for the replacement value of the improvements and

endorsed for broad form property damage, breach of warranty, explosion, collapse, and underground hazards. Deductibles shall not exceed five percent (5%) of the construction costs.

#### **24.12 Other Insurance Requirements:**

- 24.12.1 All insurance required for 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 five (5) years following the expiration or early termination of this Agreement.
- 24.12.2 Each liability policy shall provide that County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Concessionaire 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.
- 24.12.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Concessionaire'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 Concessionaire'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.
- 24.12.4 Prior to the execution of this Agreement by County, Concessionaire shall file certificates of insurance with County, showing that Concessionaire has in effect the insurance required for this Agreement. Concessionaire 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.
- 24.12.5 Concessionaire 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. If the certificate

is not received by the expiration date, County shall notify Concessionaire and Concessionaire shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Concessionaire to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

- 24.12.6 County agrees that it will keep insured against loss or damage by fire, to at least eighty percent (80%) of the full fair insurable value thereof, the building on the demised Premises or of which the demised Premises are a part.
- 24.12.7 County shall not be liable to Concessionaire, or to anyone whatsoever for any damages caused by plumbing, gas, water, steam, sprinkler or other pipe and sewage system, or by the bursting, running or leaking of any tank, washstand, closet, or waste or other pipe, in and about the Concession Area or the building of which they are a part, or for any damage caused by water being upon or coming in through the roof, skylight, vent, trap door or otherwise; provided that County shall not be relieved from any of its obligations for maintenance and repair as otherwise set forth in this Agreement.

## **25. PROHIBITED ACTS.**

### **25.1 Concessionaire shall not:**

- 25.1.1 Do or allow to be done anything which may interfere with free access and passage in the Concession Area or the public areas adjacent thereto, or in the streets or sidewalks adjoining the Concession Area, or hinder police, fire fighting or other emergency personnel in the discharge of their duties; and
- 25.1.2 Interfere with the public's enjoyment and use of the Premises or use the Concession Area for any purpose which is not essential to the Concession operations; and
- 25.1.3 Rent, sell, Agreement or offer any space for storing of any articles whatsoever within or on the Concession Area other than specified herein, without the prior written approval of the County; and
- 25.1.4 Place any additional lock of any kind upon any window or interior or exterior door in the Concession Area, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the Concession Area, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to County any and all keys to the interior or exterior doors on the Concession Area, whether said keys were furnished to or otherwise procured by Concessionaire, and in the event of the loss of any keys furnished by the County, Concessionaire shall pay County, on demand, the cost for replacement thereof; and



25.1.5 Do or permit to be done any act or thing upon the Concession Area which will invalidate, suspend or increase the rate of any insurance policy required under this Agreement, or carried by County, covering the Concession Area, or the buildings in which the same are located or which, in the opinion of the County, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement, provided, however, that nothing contained herein shall preclude Concessionaire from bringing, keeping or using on or about the Concession Area such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary; and

25.1.6 Engage in or allow any other use not explicitly authorized by Exhibit C.

## **26. REGULATIONS. INSPECTION. AND DIRECTIVES.**

- 26.1 Laws: The operations conducted by Concessionaire pursuant to this Agreement shall be subject to: Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by County with respect to the operation of the Concession; Any and all orders, directions or conditions issued, given, or imposed by County with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the Concession Area; Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including of any governmental authority, federal, state or municipal, lawfully exercising authority over the Concessionaire's operations; and, Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.
- 26.2 Permissions: Any permission required by this Agreement shall be secured in writing by Concessionaire from the appropriate permitting authority for the County or if no such appropriate authority exists, then by the County Administrative Officer and/or his or her designee, and any errors or omissions made by county in issuing such permission shall not relieve Concessionaire of its obligations to faithfully perform the conditions set forth in this Agreement. Concessionaire shall immediately comply with any written request or order submitted to it by County.
- 26.3 Right of Entry Inspection and Correction: County, their authorized representatives, agents, and employees shall have the right to enter upon and inspect, including but not limited to the right to the taking of samples, the Concession Area at all reasonable times for, evaluation, and observation of Concessionaire's operation. During these inspections, County shall have the right to photograph, film, or otherwise record conditions and events taking place upon the Concession Area. The inspections may be made by persons identified to Concessionaire as County employees, or may be made by independent contractors engaged by County. Inspections may be made for any lawful purpose for which the County or another governmental entity with jurisdiction is authorized to

perform inspections of the Concession Area for any purpose. During such entry County may additionally perform any correctional work which County in its sole discretion deems necessary for public safety, building maintenance/remodel/expansion/improvement, or protection or renovation of any County-constructed or owned facilities on or off of the Concession Area, or that County is otherwise required to perform hereunder. County may also immediately and takes such action as County in its sole judgment deems appropriate to remediate any actual or threatened contamination or risk to public health caused by Concessionaire's failure to comply with any health or safety regulation or terms of this Lease. Nothing herein shall imply any duty on the part of County to do any such work which, under any provision of this Agreement, Concessionaire may be required to do, nor shall County's performance of any repairs on behalf of Concessionaire constitute a waiver of Concessionaire's default in failing to do the same. If County exercises any of its rights under this section, Concessionaire shall not be entitled to any compensation, damages, or abatement of fees from County for any injury or inconvenience occasioned thereby.

- 26.4 Control of Premises: County shall have absolute and full access to the Concession Area and all its appurtenances during the Term of this Agreement and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by the County. Such determination shall not be unreasonable and shall consider the business considerations presented by Concessionaire.
- 26.5 Disability Laws and Regulations: Concessionaire shall ensure that the Concession Area and all Concessionaire activities and all seating, signs, banners, and structures and installations within the Concession Area are accessible to qualified individuals with a disability. The Concessionaire shall comply with all Disability Laws and Regulations including without limitation, the Americans with Disabilities Act (ADA) (42 U.S.C. section 12101 et seq.), the California Unruh Civil Rights Act (California Civil Code section 51,) California Civil Codes sections 54 through 55.2, Title 24 of the California Code of Regulations (California Physical Access Laws), California Government Code sections 11135-11139.8, (Accessibility to Government Programs,) The Fair Employment and Housing Act (California Government Code Section 12900-12951 & 12927-12928 & 12955 - 12956.1 & 12960-12976, ). Compliance shall include, but is not limited to, the removal of all structural barriers, maintaining the accessibility of services and goods, and the modification of policies, practices and procedures and its auxiliary aids and services. The County will not be responsible for any costs or expenses related to the Concessionaire's compliance with the Disability Laws or Regulations. The Concessionaire will defend, indemnify, and hold the County harmless from and against all claims, suits or causes of action and expenses (including attorney's fees) which arise out of any act or omission by the Concessionaire, its agents, employees, guests, clients, customers, patrons, or invitees that violates or is alleged to violate any or all the Disability Laws and Regulations.

## 26.6 County's Statement Regarding Disability Access & Certified Access Specialist Inspection (CASp) Report:

- 26.6.1 Pursuant to California Civil Code Section 1938 (a), County represents that the Premises [ ] has [X] has not undergone inspection by a Certified Access Specialist (CASp).
- 26.6.2 Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of County's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of the Agreement which have impacted the Premises' compliance with construction related accessibility standards, County shall provide, prior to execution of the Agreement, a copy of any report prepared by the CASp with an agreement from Concessionaire that information in the report shall remain confidential, except as necessary for the Concessionaire to complete repairs and corrections of violations of construction related accessibility standards that the Concessionaire agrees to make.
- 26.6.3 Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the County, unless otherwise mutually agreed upon by County and Concessionaire. Concessionaire shall have the opportunity to review any CASp report prior to execution of the Agreement. If the report is not provided to the Concessionaire at least forty-eight (48) hours prior to execution of the Agreement, Concessionaire shall have the right to rescind the Agreement, based upon the information contained in the report, for seventy-two (72) hours after execution of the Agreement.
- 26.6.4 Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, County shall provide a copy of the current disability access inspection certificate and any inspection report to Concessionaire not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the Agreement.
- 26.6.5 Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, County shall state the following on the Agreement:
- 26.6.5.1 A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the

lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the subject premises.

## **27. TERMINATION BY COUNTY:**

- 27.1 Termination for Convenience: In addition to all other remedies authorized by law, County may terminate this Agreement with or without cause and for convenience with respect to all or part of the Concession Area upon thirty (30) days prior written notice to Concessionaire.
- 27.2 County's Right of Reentry: County shall, as an additional remedy, upon the giving of written notice of termination as above provided, have the right to reenter the Concession Area and every part thereof on the effective date of termination without further notice of any kind, remove all persons and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Such reentry, however, shall not in any manner affect, alter or diminish any of the obligations of Concessionaire under this Agreement.
- 27.3 Additional Rights of County: County, upon termination of this Agreement, or upon reentry, regaining, or resumption of possession of the Concession Area, may occupy said Concession Area and shall have the right to permit any person, firm or corporation to enter upon the Concession Area and use the same. Such occupancy by others may be of only a part of the Concession Area, or the whole thereof or a part thereof together with other space, and for a period the same as or different from the balance of the term remaining hereunder, and on terms and conditions the same as or different from those set forth in this Agreement.
- 27.4 Survival of Concessionaire's Obligations: In the event County terminates this Agreement, or in the event County reenters, regains, or resumes possession of the Concession Area, all the obligations of Concessionaire hereunder shall survive and shall remain in full force and effect for the full Term of this Agreement. Subject to County's obligation to mitigate damages, the total amount of the minimum Concession Fee shall become due and payable to County to the same extent, at the same time and in the same manner as if no termination, reentry, regaining or resumption of possession had taken place. County may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency. The amount of damages for the period after termination, reentry, regaining or resumption of possession, subject to an offset for any Concession Fee payment received by County from a succeeding Concessionaire, shall be the amount of the minimum Concession Fee otherwise due until the end of the Term of this Agreement. The damages specified above shall not affect or be construed to affect

County's right to such damages in the event of termination, reentry, regaining or resumption of possession where Concessionaire has not received any actual gross receipts under this Agreement.

## **28. TERMINATION BY CONCESSIONAIRE.**

28.1 Concessionaire may terminate This Agreement, upon thirty (30) days prior written notice to the County, conditioned upon the happening of one or more of the following events:

28.1.1 The permanent abandonment by the County of the Premises or the permanent removal of all County services from the Premises;

28.1.2 The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Premises or any substantial part thereof, in such manner as to materially restrict Concessionaire from operating thereon;

28.1.3 The complete destruction of all or a substantial portion of the Concession Area from a cause other than the negligence or omission to act of Concessionaire, its agents, officers, or employees, and the failure of County to repair or reconstruct said Concession Area;

28.1.4 Any exercise of authority under this Agreement which so interferes with Concessionaire's use and enjoyment of the Concession Area as to constitute a termination, in whole or in part, of this Agreement by operation of law in accordance with the laws of the State of California; or

28.1.5. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Concessionaire of written notice to do so.

## **29. SURRENDER OF POSSESSION.**

29.1 Concessionaire agrees to yield and deliver possession of the Concession Area to County on the date of the expiration or earlier termination of this Agreement promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by Concessionaire or County, normal use and wear and tear thereof excepted.

29.2 No agreement of surrender or agreement to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of County and Concessionaire. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of County shall be deemed an acceptance of a surrender of the Concession Area utilized by Concessionaire under this Agreement.

29.3 Concessionaire shall have the right to remove its equipment, supplies, furnishings, inventories, removable fixtures, and personal property from the Concession Area within

thirty (30) days of the expiration or earlier termination of this Agreement pursuant to the terms stated in section 4.5 hereof.

### **30. GENERAL PROVISIONS.**

- 30.1 Permits and Licenses. Concessionaire shall obtain and maintain at its sole expense all approvals, permits, or licenses that may be required about the operation of the Concession including, but not limited to, tax permits, business licenses, health permits, building permits, police, and fire permits, etc. During the entire Term of this Agreement, the Concessionaire must hold a current Monterey County business license.

Concessionaire shall comply with all applicable health, safety and sanitary laws, regulations and inspections concerning the same. Concessionaire shall keep such licenses and permits displayed in the Concession Area, as required by law. Concessionaire shall allow duly authorized representatives of governmental entities access to the Concession Area for inspection purposes.

- 30.2 Compliance with Laws and Regulations:

30.2.1 Concessionaire shall not use or allow the Concession Area to be used, in whole or in part, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments, or officers thereof, including County. These ordinances, rules, and regulations include those which relate to sanitation, public health, and safety. Concessionaire shall at its own expense obtain all licenses and permits necessary for the operation of the Concession Area.

30.2.2 Concessionaire shall, at its own expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements (including but not limited to any requirements of the Department of Environmental Resources in addition too Local, State or Federal Food Handling Guidelines in effect during the Term of this Agreement regulating the use of the Concession Area by Concessionaire. Concessionaire shall pay all fines and penalties assessed by any local agency, district, or state agency arising from a violation of any statute, ordinance, rule, regulation, order, covenant, or restriction of record relating to the use of the Concession Area by Concessionaire, its employees, officers, agents, or contractors. Concessionaire's willful violation of any law or regulation shall constitute grounds for termination as set forth in Section 27 above.

- 30.3 Quiet Enjoyment: County agrees that Concessionaire, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the required terms, conditions, and covenants of this Agreement, shall lawfully and quietly hold, use, and enjoy the Concession Area during the Term of this Agreement. In the case of disputes, during the life of this Agreement, over any conditions which may impede upon the

Concessionaire's quiet enjoyment of the Concession Area, the County shall have final determination of any solution to such dispute; the County's final determination shall be binding upon all parties in such dispute.

- 30.4 Responsibility for Payment of Taxes and Assessments: Concessionaire shall pay all taxes of whatever character that may be levied or charged upon the rights of Concessionaire to use the Concession Area, or upon Concessionaire's improvements, fixtures, equipment, or other property thereon or upon Concessionaire's operations hereunder, or any other charges levied or made because of Concessionaire's possession or use of the Concession Area without contribution by County. In addition, by executing this Agreement and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. Concessionaire, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
- 30.5 Brokers: Concessionaire warrants that it has had no dealings with any real estate broker or agent about the negotiation and/or execution of this Agreement. In the event any broker other than the brokers acknowledged in writing by County make claim for monies owed, Concessionaire shall indemnify, defend, and hold County harmless.
- 30.6 Captions: The captions, headings and index appearing in this Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 30.7 County Approval: Except where stated herein to the contrary, the phrases "County's approval," and "County's written approval" or such similar phrases shall mean written approval of County by the appropriate permitting authority for the County or if no such appropriate authority exists, then by the County Administrative Officer and/or his or her designee.
- 30.8 Cumulative Remedies: In the event of a default under this Agreement, each party's remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.
- 30.9 Notices: All notices required or permitted by this Agreement or by any law now in effect, or later enacted, to be served on or given to either party hereto by the other party, shall be in writing and personally delivered to the party to whom it is directed, or in lieu of personal service when deposited in the United States mail addressed as follows:

To County: County of Monterey  
Attn: Contracts/Purchasing Officer  
1488 Schilling Place  
Salinas, CA 93901

To Concessionaire: Zako HK Inc.  
 Attn: Sun Jeung Lim  
 328 Brittany Road, Seaside CA 93955

Any Notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is given by certified mail to the addresses above. Correspondence other than regular mail may give notices, facsimile or email. Any correspondence sent by facsimile or email shall also be sent by United States mail. By written notice to the other, either party may change its own correspondence information.

- 30.10 Entire Agreement: This Agreement, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded. This Agreement supersedes all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
- 30.11 Number of Originals: The number of original texts of this Agreement shall be equal to the number of parties hereto, one text being retained by each party.
- 30.12 Duplicate Counterparts: This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.
- 30.13 Exhibits: All exhibits referred to herein are attached hereto and incorporated by reference.
- 30.14 Force Majeure: In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Concessionaire, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the County's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Concessionaire's negligent operation or maintenance of the Concession Area ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.



- 30.15 Governing Law: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 30.16 Interpretation: The language of this Agreement shall be construed simply per its plain meaning and shall not be construed for or against either party.
- 30.17 Survival: The following provisions of this Agreement shall survive the termination or expiration of this Agreement:
- 30.17.1 Section 12.2, "Business Records"; and
  - 30.17.2 Section 22, "DEFENSE AND INDEMNIFICATION"; and
  - 30.17.3 Section 23, "INSURANCE CONDITIONS"; and
  - 30.17.4 Section 24, "INSURANCE COVERAGE REQUIREMENTS"; and
  - 30.17.5 Section 27.5, "Survival of Concessionaire's Obligations"; and
  - 30.17.6 Any payments activity that occurs after termination or expiration.
- 30.18 Severability: if any provision of this Agreement, is determined by a court of competent authority to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable fully permitted by law.
- 30.19 Joint and Several Liability: If more than one person or entity executes this Agreement as Concessionaire, each of them is jointly and severally liable for all the obligations of Concessionaire hereunder.
- 30.20 Liquidated Damages: Any payments by Concessionaire to County under this Agreement described as liquidated damages represent the parties' reasonable estimate of County's actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain considering the impossibility of foreseeing the state of the leasing market and amount of gross revenue Concessionaire will generate at the time of the various deadlines set forth herein. County may, at its election, take any of the liquidated damages assessed in any portion of this Agreement as direct monetary payments from Concessionaire and/or as an increase of rent due from Concessionaire under this Agreement.
- 30.21 Modification: The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
- 30.22 Successors & Assigns: This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.
- 30.23 Time of Essence: Time is of the essence of each provision of this Agreement.
- 30.24 Waiver of Condition: No provision of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by County of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition of any subsequent breach thereof, or of any other term, covenant or

condition contained in this Agreement. County's subsequent acceptance of partial rent or performance by Concessionaire shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Concessionaire of any term, covenant, or condition of this Agreement or of any right of County to a forfeiture of this Agreement because of such breach, regardless of County's knowledge of such preceding breach at the time of County's acceptance. The failure on the part of County to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Agreement shall not be construed as in any manner changing or waiving the terms of this Agreement or as estopping County from enforcing in full the provisions hereof. No custom or practice which may arise between the parties hereto during administering this Agreement shall be construed to waive, estop or in any way lessen County's right to insist upon Concessionaire's full performance of, or compliance with, any term, covenant, or condition of this Agreement or to inhibit or prevent County's exercise of its rights with respect to any default, dereliction, or breach of this Agreement by Concessionaire.

- 30.25 Venue: Venue for any action arising under this agreement shall be Monterey County, California.
- 30.26 Non-Exclusive Use Areas: Concessionaire shall also have the non-exclusive right to use, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public rest rooms, and common walkways and sidewalks necessary for access to the Premises.
- 30.27 Parking Areas: Parking lot adjacent to the Building Premises includes random parking spaces, outlined with white striping, and situated closest to the Premises, for use by Concessionaire's visitors and clients. Additional random parking spaces, which are outlined with yellow striping, are available for use by Concessionaire's employees.
- 30.28 Addendum: In the event of conflict between this Lease and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.
- 30.29 Dispute Resolution: County shall discuss any concerns or complaints with Concessionaire's Facility Manager (the "Manager") immediately. If County's concern relates to the Manager or the concern cannot be resolved with the Manager, County shall immediately contact Concessionaire's Executive Officer at its Administrative Office. Any ongoing dispute between Concessionaire and County shall be arbitrated.
- 30.30 Consent to Use of Electronic Signatures:
- 30.30.1 DocuSign. The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable

document format (PDF).

30.30.2 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

30.30.3 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

30.31 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.

30.32 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers:

MONTEREY COUNTY

CONTRACTOR – Zako HK, Inc.

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
\_\_\_\_\_  
Signature of Chair, President or Vice President

Dated: \_\_\_\_\_


Sunjeung Lim, CEO

\_\_\_\_\_  
Printed Name and Title

Auditor-Controller


*Approved as to Fiscal Provisions:*

Dated: 10/27/2021 | 8:43 PM PDT

DocuSigned by:  
  
D38248FEC4D8440

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 10/28/2021 | 9:03 AM PDT

By:   
\_\_\_\_\_  
Signature of Secretary, Assistant Secretary, Treasurer,  
Assistant Treasurer or Chief Financial Officer (CFO)

Office of the County Counsel-Risk Management

*Approved as to Liability Provisions:*

wanjoong Kim, Secretary

\_\_\_\_\_  
Printed Name and Title

DocuSigned by:  
  
3AFDF899D3744CC

\_\_\_\_\_  
Danielle P. Mancuso, Risk Manager

Dated: 10/27/2021 | 9:10 PM PDT

Dated: 10/28/2021 | 9:49 AM PDT

Office of the County Counsel  
Leslie J. Girard, County Counsel  
*Approved as to Form:*

DocuSigned by:  
  
A1933B26E744A2

\_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Dated: 10/28/2021 | 10:28 AM PDT

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*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 specified officers per California Corporations Code Section 313. If CONTRACTOR is a limited liability corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A**  
**DESCRIPTION OF CONCESSION AREA-Current Floor Plan**

# EXHIBIT B

## EVIDENCE OF SEISMIC ADEQUACY

### County of Monterey Building Services Department Inspection Card

Permit No. 16CP02075

Revision: \_\_\_\_\_

Office: (831) 755-5025  
www.co.monterey.ca.us/building
**ALL PLAN REVISIONS MUST BE APPROVED BY THE COUNTY BEFORE PROCEEDING WITH THE CHANGE**

POUR NO CONCRETE UNTIL ALL GROUND WORK IS SIGNED OFF			DO NOT COVER INTERIOR UNTIL ALL ITEMS ARE SIGNED OFF BELOW			DO NOT COVER WORK UNTIL INSPECTED AND SIGNED OFF		
Type	Insp	Date	Type	Insp	Date	Type	Insp	Date
<b>GROUND WORK</b>			<b>FRAMING</b>			<b>MASONRY FIREPLACES</b>		
110 Setbacks			242 Rough Sprinkler			210 Foundation		
111 Foundation/Footings	JH	4/23/18	160 Rough Framing	MKC	5/30/18	211 Throat/Damper		
112 Hold downs			161 Rough Plumbing			212 Fire Box		
113 Stemwalls			162 Rough Mechanical			213 1 <sup>st</sup> Lift - Fireplace		
114 Caissons			163 Rough Electrical			214 2 <sup>nd</sup> Lift - Fireplace		
115 Slab	MKC	6/28/18	164 Rough Gas			215 Chimney/Flue		
116 Slab - Garage			165 T-Bar Ceiling			218 Final Lift - Fireplace		
117 Piers			166 Hydronic Tubing			219 Seismic Straps		
118 Grade Beams						221 Hearth		
119 Concrete Encased Electrode Ground								
<b>MASONRY CMU</b>			<b>INSULATION</b>			<b>MISC. INSPECTIONS</b>		
120 1 <sup>st</sup> Lift - CMU			170 Wall Insulation			260 Struct. Observation		
121 2 <sup>nd</sup> Lift - CMU			171 Ceiling Insulation			265 Special Inspection		
122 3 <sup>rd</sup> Lift - CMU			172 Roof Insulation			270 Miscellaneous		
123 Final Lift - CMU			174 Insulation Certificate			272 Progress		
<b>UNDER FLOOR/SLAB</b>			<b>WALL COVERING</b>			<b>UTILITIES</b>		
130 Framing			180 Sheet Rock	MKC	6/25/18	421 Excavation		
131 Shear Transfer			181 Fire Separation			422 Fills		
132 Plumbing			182 Ext. Lath	MKC	5/30/18	425 Retaining Walls		
133 Mechanical			183 Ext. Scratch					
134 Insulation			184 Shower/Tub Lath			<b>ENVIRONMENTAL SERVICES</b>		
135 Gas Test						300 Initial Inspection		
136 Electrical			<b>SWIMMING POOL</b>			305 Active Construction		
<b>ROOF</b>			200 Setbacks			315 ASBS Inspection		
140 Roof Sheathing			201 Pool Steel/Pre-Gunite			439 Grading Final		
143 Shear Transfer			202 Electrical Bonding					
<b>SHEAR</b>			203 Pre-deck			<b>OUTSIDE AGENCY FINALS</b>		
150 Interior Shear			204 Plumbing (Pool)			230 Planning		
151 Exterior Shear			205 Electrical (Pool)			231 Public Works		
			206 Gas Test (Pool)			232 Health Dept.		
						233 Pebble Beach		
						235 Sewer		
						236 Water Resources		
						237 MPWMD		
						239 Verify Address		
						297 Water District Final		
						310 Enviro. Service Dept		
						<b>FIRE DEPARTMENT</b>		
						240 Fire Dept. Misc.		
						240A Fire Demo Verif.		
						241 Underground Fire		
						246 Com. Kitchen Hood		
						249 Fire Alarm Final	JAS	5/2/18
						243 Final Sprinkler	6/27/18	JAS
						244 Fire Final	7/19/18	JAS
						<b>FINAL FINALS</b>		
						190 Plumbing Final		
						191 Mechanical Final		
						192 Electrical Final		
						193 Final Gas Test		
						195 Demo Final		
						279 Temp. Occupancy		
						Perm. Occupancy		
						280 Permit Finalized by:	T. Smiley	
						Date:	8/31/18	
						Inspector Name (Print)	Therese Smiley	

By initialing below I acknowledge that I have received, understand and am in agreement with the following:

- (initial) Inspections associated with validated complaints of your project not being in conformance with approved permits will require additional inspection fees.
- (initial) All outstanding inspection fees shall be paid prior to final inspection.
- (initial) During the rainy season, October 15<sup>th</sup> through April 15<sup>th</sup>, active construction sites in the Carmel Bay Area of Special Biological Significance Watershed Protection Area are required to be inspected weekly. All outstanding inspection fees shall be paid prior to final inspection.

**THE INSPECTION CARD AND APPROVED PLANS MUST BE AVAILABLE ON JOB SITE FOR EACH INSPECTION**



## Attachment B





## **COUNTY OF MONTEREY**

# **CONCESSION LEASE AGREEMENT**

**LEASED PREMISES:**     **Schilling Place Cafe**  
                                 **1441 Schilling Place**  
                                 **Salinas, California 93901**

**CONCESSIONAIRE:**   **Zako HK Inc.**  
                                 **328 Brittany Road**  
                                 **Seaside, California 93955**  
                                 **(510) 289-7242**

**COUNTY:**                **County of Monterey**  
                                 **c/o Contracts/Purchasing Division**  
                                 **1488 Schilling Place**  
                                 **Salinas, California 93901**  
                                 **(831) 755-4992**

# COUNTY OF MONTEREY

## CONCESSION LEASE AGREEMENT

### PREAMBLE

This Concession Lease Agreement ("Agreement") is made and entered in this 16th day of November, 2021, by and between the **County of Monterey, a political subdivision of the State of California** ("County"), and **Zako HK Inc.**, ("Concessionaire"), in consideration of the premises, and the agreements, terms and conditions set forth, below.

WHEREAS, County operates the facility located at 1441 Schilling Place ("Premises") in Salinas, California; and

WHEREAS, County has a need for the operation and maintenance of a Cafeteria Solution (the Concession") at the Premises;

NOW THEREFORE, in consideration of this Agreement granted herein and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, their successors, assigns and personal representatives, the parties agree as follows:

#### **1. CONCESSION AREA:**

1.1 County hereby leases to Concessionaire approximately **5,100** square feet of cafeteria space ("Concession Area"), in the County of Monterey, State of California located inside the County Facility ("Facility") located at **1441 Schilling Place, Salinas, CA** ("Premises").

1.2 County does hereby lease to Concessionaire, and Concessionaire does hereby accept a lease from County, upon the terms and conditions herein set forth, over the Concession Area, and more particularly described in **EXHIBIT A-DESCRIPTION OF CONCESSION AREA** attached hereto and made a part hereof.

2. **RESERVATION OF RIGHTS:** This Agreement is subject to all outstanding easements and rights of way over, across and upon the Concession Area. The County may grant additional easements or rights of way over, across, in and upon the Concession Area as necessitated to be in the public interest. The County reserves all mineral rights in the Concession Area together with any mineral deposits thereunder.

### **3. CONDITION OF CONCESSION AREA:**

- 3.1 **Concessionaire's Acceptance:** Concessionaire hereby accepts the Concession Area (a) in the condition existing as of the Effective Date, and (b) subject to all applicable zoning, county and state laws, ordinances and regulations governing and regulating the use of the Concession Area and any covenants or restrictions of record. Concessionaire has independently evaluated the condition of the Concession Area and has determined that it is acceptable for Concessionaire's use. Concessionaire acknowledges that neither County nor any agent or employee of County has made any representations or warranties with respect to (a) the Concession Area; (b); the condition of the Concession Area; (c) the improvements on the Concession Area; to conduct of Concessionaire's business.
- 3.2 **Evidence of Seismic Adequacy:** The building containing the Concession Area was constructed after January 1, 1973, as evidenced by official documentation from the City of Salinas Building Department. Copy of which is attached as **EXHIBIT B – EVIDENCE OF SEISMIC ADEQUACY**, and incorporated by this reference.

### **4. CONCESSIONAIRE'S DUTIES AND OBLIGATIONS:**

- 4.1 **Use of Concession Area:** The Concession Area is released to Concessionaire exclusively for the purposes of preparing and serving of food as set forth herein.
- 4.2 **Sanitation:** Concessionaire shall, at its own expense, keep the Concession Area clean and sanitary always. No refuse or offensive matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor material detrimental to the public health, shall be permitted to remain in or on the Concession Area, and Concessionaire shall prevent any such matter or material from being or accumulating upon said Concession Area.
- 4.2.1 **Garbage:** Concessionaire shall hire a dumpster of appropriate size as approved by the County. The Concessionaire shall pay the cost of all garbage pickup from the dumpster for the Concession Area during the Term of this Agreement. Concessionaire, at its own expense, shall ensure that garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the dumpster. Concessionaire shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by County.
- 4.2.2 **Janitorial Services:** Concessionaire shall furnish janitorial service as is necessary for the Concession Area.
- 4.3 **General Maintenance and Repairs:** Concessionaire shall, at its own expense, keep the Concession Area in good order, in a safe and clean condition, including all grease traps.

4.4 Equipment Maintenance: Concessionaire shall pay all costs associated with equipment maintenance and regulatory inspections of the Concession Area including but not limited to cost of equipment replacement, the cost of labor, insurance, and applicable taxes which are necessary and/or appropriate to operate and manage the Concession Area.

4.4.1 Concessionaire shall be responsible to maintain the fire suppression/smoke detector in the range hood, which must be checked by the Fire Marshall and serviced on an annual basis. Concessionaire shall pay for the cost of repair and maintenance of the fire suppression/smoke detector. If such repair work is performed by the County, all such repair and maintenance charges shall be submitted to Concessionaire in writing and shall be due and payable within thirty (30) days.

4.5 Trade Fixtures and Removal of Items after Termination or Expiration of Lease: Concessionaire may install such trade fixtures (after written approval by County), equipment, signs (subject to the limitations stated in section 15.1) and personal property as may be necessary and convenient for its operation. Such trade fixtures, equipment, signs, and personal property shall not be considered part of the Concession Area. Removal of the same shall not damage or deface the Concession Area, and if the Concession Area shall be so damaged, Concessionaire shall repair such damage at its own expense. Concessionaire shall, within thirty (30) days of the termination or expiration of this Agreement, remove all equipment (excepting County owned equipment unless otherwise agreed to in writing signed by the County), furnishings, expendables, trade fixtures, signs, and personal items belonging to the Concessionaire from the premises at its sole expense. Concessionaire shall, at its own expense, remove or paint over, all its signs and displays, and shall restore the Concession Area and any improvements thereto to the same condition as prior to the placement of any such signs or displays. Concessionaire shall not disturb any improvements; fixtures; or County-owned equipment. Concessionaire agrees that the County may sell scrap, or dispose of any article owned by the Concessionaire remaining after thirty (30) days, without any further notice, and that any such items shall be deemed irrevocably abandoned by Concessionaire and become the property of the County without any compensation to Concessionaire. Concessionaire shall pay the County all costs incurred by the County to remove any article owned by the Concessionaire plus County's actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee within thirty (30) days after payment is demanded.

4.6 Hiring: Concessionaire shall use its best efforts to hire employees, contractors, suppliers, custom operators, and agents who are in Monterey County.

4.7 Hazardous Materials: Concessionaire shall submit a Hazardous Materials Business Plan to the Monterey County Department of Environmental Health. Concessionaire shall make the Concession Area and its operations available for inspection regarding the storage of hazardous materials on the Concession Area.

- 4.8 Fire Prevention: Concessionaire shall comply with applicable fire control and prevention rules, practices, and regulations. All equipment, fuel and oil must be stored in an appropriate storage area.
- 4.9 Debris Removal: Concessionaire, at its own expense, shall dispose of all debris and empty containers generated in the Concession Area.
- 4.10 Alterations: Except as otherwise provided in sections 4.5 and 4.11 of this Lease, Concessionaire shall not make or permit any other person to make any permanent alterations to the Concession Area or any improvement thereon without the prior written consent of the County. Concessionaire shall not erect or permit to be erected any permanent structure in the Concession Area. Concessionaire shall not remove any structures located in the Concession Area without the prior written consent of County.
- 4.11 Temporary Installations: Subject to the prior written approval of the County, Concessionaire may erect, at its own expense, temporary structures in the Concession Area as may be necessary or incidental to its use under the Agreement. All such structures shall remain the Concession Area of Concessionaire and shall be removed from the Concession Area prior to the termination or expiration of the Agreement term under the terms stated in section 4.5 hereof.
- 4.12 Damage: At the termination or expiration of the Agreement, Concessionaire shall pay to County reasonable compensation for any damage to the Concession Area caused by Concessionaire or its invitees, agents, or employees, excepting ordinary wear and tear or depreciation.
- 4.13 Entry by County: Concessionaire shall permit County, its employees, agents, representatives, invitees, as well as any Federal, State and Local officials responsible for remediation of hazardous conditions on the Premises, to enter the Concession Area at all reasonable times.
- 4.14 Surrender: Concessionaire shall surrender the Concession Area to County at the termination or expiration of this Agreement in as good a condition as at the commencement of it, excepting reasonable wear and tear, damages, and destruction by the elements.
- 4.15 Compliance with "No Smoking Law" (2003 Assembly Bill 846): Concessionaire shall ensure that the Concession Area is in full compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as may be amended from time to time, and, if necessary, prior to the commencement date specified in Section 8.1 below, shall modify the Concession Area to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.
- 4.16 Concession Notice: Concessionaire shall place a sign, in a prominent place approved by the County, stating that the Concessionaire is operating under a Concession Agreement.

**5. STATUS OF CONCESSIONAIRE:**

- 5.1 Independent Contractor: The Concessionaire shall during the entire Term of this Lease, be construed as an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Concessionaire performs pursuant to this Lease. The Concessionaire shall be fully responsible for payment of all taxes due to the State of California or the Federal government. County shall not be liable for deductions for any amount for any purpose from Concessionaire's compensation to its employees. Concessionaire shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Concessionaire be eligible for any other County benefit.
- 5.2 Authority: Concessionaire represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of Concessionaire are the duly designated agents of Concessionaire and are authorized to do so.

**6. CONCESSION PERMISSIONS GRANTED:**

- 6.1 All services provided by Concessionaire and the manner in which services are to be provided are more particularly set forth in Exhibit C.

**7. ASSIGNMENT, TRANSFER, SUBLEASE, BANKRUPTCY:**

- 7.1 Concessionaire shall not assign this Agreement, nor sublet any portion of the Concession Area, without the County's prior written approval. County may reasonably withhold its consent to any Transfer. Any attempted Transfer without County's consent shall be void and shall constitute a material breach of this Agreement. As used herein, the term "Transfer" shall include an arrangement (including without limitation, management agreements and licenses) that allows the use and occupancy of all or part of the Concession Area by anyone other than Concessionaire.
- 7.2 Concessionaire shall not under-let or sub-let the subject Concession Area or any part thereof or allow the same to be used or occupied by any other or for other use than that herein specified, nor assign this Agreement nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of County. Neither this Agreement nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the Concession rights or other violation of the provisions of this Section shall be void and shall confer no right, title, or interest in or to this Agreement or right of use of the whole or any portion of the Concession Area upon any such purported assignee, mortgagee, encumbrancer, pledgee or another lien holder, successor, or purchaser.

7.3 The Concessionaire may not, without prior written permission of the County assign or otherwise alienate any of its rights hereunder, including the right to payment; or delegate, subcontract, or otherwise transfer any of its duties hereunder.

7.4 Upon County's conveyance or transfer of all or part of the Concession Area, County shall be released from all obligations hereunder. Thereafter, County's successor in title shall be responsible for performance of County's obligations hereunder.

## **8. TERM:**

8.1 Term: The term for this Agreement shall be limited to three (3) years, commencing on December 1, 2021 at 8:00 a.m., and terminating on November 30, 2024 at 5:00 p.m. ("Term"). Except as otherwise specifically stated in this Agreement or in any subsequent amendments hereof, the terms and conditions of this Agreement shall remain in effect following any holdover of the original Term.

8.2 Option to Renew: This Agreement does not provide any options to renew.

8.3 Holding Over: After the expiration or earlier termination of the Term and if Concessionaire remains in possession of the Concession Area with County's express consent, such possession by Concessionaire shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. During such temporary tenancy, the minimum monthly rent shall be due monthly at a rate increased by 10% over the previous rent, unless otherwise agreed to in writing by County. Concessionaire shall pay such monthly rent and all other sums required to be paid hereunder monthly on or before the fifteenth day of each month. All other provisions of this Agreement except those pertaining to the Term shall apply to the month-to-month tenancy.

8.4 Temporary Tenancy: This tenancy is of a temporary nature and the parties to this Agreement agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

## **9. FEES AND CHARGES:**

Concessionaire agrees to pay to County for the Concession Area above-described, and County agrees to accept as payment for, the use and possession of the Concession Area as set forth below.

### **9.1 Minimum Base Rent:**

Minimum Base Rent is Eight Thousand Dollar (\$8,000) per year, payable monthly in twelve installments due end of following month of each month during the Term.

9.2 Concession Fees: Commissions on Concessionaire's monthly sales occurring during the Agreement Term shall be calculated as follows:

9.2.1 Additional Rent of three percent (3%) commission based on Concessionaire's monthly gross sales revenue, as defined in section 12.3 hereof ("Gross Revenue"), over Sixteen Thousand dollar (\$16,000.00) for cafeteria, internal catering, and all other sales and service sales; an Additional Flat Fee ("Rent") of Five Hundred (\$500) for each outside catering event sales.

9.3 Concession Fees Payment Schedule: Commissions on Concessionaire's monthly sales occurring during the Agreement Term.

9.3.1 Commission Schedule

Example: Month 1 (March 1, 2022 – March 31, 2022) 3% of gross sales are due the following month by no later than April 31, 2012

9.3.2 Lease Payment

Example: Month 1 (March 1, 2022 – March 31, 2022) total amount of \$667 is due the following month by not later than April 31, 2012

9.4 All payments shall be payable to Monterey County and delivered to:

Monterey County  
Attn: Contracts/Purchasing Officer  
1488 Schilling Place Salinas, California 93901

9.5 Late Payment: If payment is received more than five (5) business days after the due date Concessionaire agrees to pay as liquidated damages on the amount of unpaid rent at the rate of ten percent (10%) per annum from the payment due date until payment of the rent is received. County's acceptance of the payment of the liquidated damages does not constitute a waiver of any rights or remedies granted herein.

9.6 Reimbursements:

9.6.1 If County pays any sum or incurs any obligations or expense(s) which Concessionaire has agreed to pay or reimburse County for, or if County is required or elects to pay any sum or to incur any obligations or expense(s) by reason of the failure, neglect, or refusal of Concessionaire to perform or fulfill its obligations under this Agreement, or as a result of an act or omission of Concessionaire contrary to the obligations set forth in this Agreement, Concessionaire agrees to pay to County the sum so paid or the expense(s) so incurred and costs, plus interest at ten percent (10%), plus County's actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule, and damages. This amount shall be due and payable upon within ten (10) days of County issuing an invoice detailing such charges.



9.6.2 For all purposes in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by County for any work done or material furnished shall be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable. If County elects to use its own personnel in making any repairs, replacements, and/or alterations, and elects to charge Concessionaire with the cost of same, receipts and timesheets will be used to establish the charges, and shall be presumed to be reasonable in absence of contrary proof submitted by Concessionaire.

9.7 Returned check charge: Concessionaire agrees to pay County's actual cost for each check that is returned for insufficient funds.

## **10. NON-DISCRIMINATION:**

- 10.1 During the performance of this Agreement, Concessionaire and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, patron or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy-related condition, marital status, age, political affiliation, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.
- 10.2 Concessionaire and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to nondiscrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 10.3 Concessionaire shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 10.4 Concessionaire shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Concessionaire's delivery of services.

## **11. PERSONNEL:**

- 11.1 Conduct: Concessionaire and its representatives, agents, servants, and employees shall always conduct business in a quiet and orderly manner to the satisfaction of the County.
- 11.2 Qualified Personnel: A reasonably competent person shall be on the premises always while the concession is in operation. Concessionaire will employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the County. Concessionaire shall ensure that each of its personnel, while on or about

the Concession Area, shall be neat in appearance and courteous always and shall be appropriately attired, with badges or other suitable means of identification. No person employed by Concessionaire shall be under the influence of alcohol, illegal drugs, narcotics, or other controlled substances, while on or about the Concession Area.

- 11.3 Employee Fidelity Bonds: At the County's discretion, employee fidelity bonds may be required to be maintained by Concessionaire covering all its employees who handle money.

## **12. CASH AND RECORD HANDLING REQUIREMENTS:**

- 12.1 At County's request, Concessionaire shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the Concession which shall be submitted to the County. Concessionaire shall maintain a method of accounting of the Concession activities which shall correctly and accurately reflect the gross receipts and disbursements received or made by Concessionaire from operations. The method of accounting, including bank accounts, shall be separate from the accounting systems used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents:

- 12.1.1 Regular books of accounting such as general ledgers.
- 12.1.2 Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- 12.1.3 State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
- 12.1.4 Cash register tapes shall be retained so that day-to-day sales can be identified. A cash register must be used in public view which prints a dated double tape indicating each sale and the daily total.
- 12.1.5 Any other accounting records that County, in its sole discretion, deems necessary for proper reporting of receipts.

### **12.2 Business Records.**

- 12.2.1 Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this Agreement in a manner that conforms to industry standards and practices and in a manner acceptable to the County.
- 12.2.2 Concessionaire shall maintain during the Term of this Agreement and for three years thereafter, all its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to this Agreement. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by the County, or a duly

authorized representative, during ordinary business hours at any time during the term of this Agreement and for at least three years thereafter.

12.2.3 Concessionaire will submit to the County, no later than February 1<sup>st</sup> of each year during the Term of this Agreement, a verified profit and loss statement for the previous calendar year. Within thirty (30) days of the expiration or termination of this Agreement, Concessionaire shall submit to the County a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

12.2.4 Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the County, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-resettable and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the County upon County's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

### 12.3 Gross Revenue:

The term "Gross Revenue", wherever used in this Agreement, is intended to and shall mean all moneys, property, or any other thing of value, including accounts receivable, received by Concessionaire and any sub-contractor or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Agreement, or that associates with or implies an endorsement by County, all without deduction. The term "Gross Revenue" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

### 12.4 Audit:

12.4.1 **Concessionaire's Audit:** Concessionaire shall employ an independent Certified Public Accountant (CPA) at Concessionaire's cost, to perform an audit of the books and records of Concessionaire, as they pertain to this Agreement, for each Agreement Year, or applicable portion thereof, and Concessionaire shall follow all recommendations made by the independent auditor. Such audit shall be in a format and in detail satisfactory to the County and shall include all the following:

12.4.1.1 An audited statement of Gross Revenue shall be submitted to the County by no later than one hundred twenty (120) days following the last day of every Agreement Year. An independent CPA shall conduct such audit, and include all business transacted at the Premises under the terms of this Agreement by Concessionaire during the preceding Agreement Year, and excluding any other business transacted by Concessionaire; and

- 12.4.1.2 A written statement, by such CPA, to the County stating that in the CPA's opinion, the Rent and other required fees paid by Concessionaire to the County for the preceding Agreement Year were paid in accordance with the terms of this Agreement; and
- 12.4.1.3 Copies of any reports prepared by such CPA or by Concessionaire's internal audit staff for Concessionaire relating exclusively to this Agreement, and specifically describing any strengths or weaknesses of internal fiscal controls; and
- 12.4.1.4 A management letter prepared by such CPA for Concessionaire relating exclusively to this Agreement, and specifically describing Concessionaire's internal accounting controls as they relate to cash handling, processing of receipts and security of cash at the Premises, based on examination and testing of such controls by such CPA, including a control analysis of the strengths and weaknesses of such controls; and
- 12.4.1.5 if the results of any such audit show any discrepancy as compared to the amount of Concessionaire's Gross Revenue at the Premises, as reported to County by Concessionaire, Concessionaire shall pay County the difference in Rent payments or County shall reimburse Concessionaire within thirty (30) calendar days following discovery of such discrepancy; and
- 12.4.1.6 If Concessionaire fails to perform its obligations under this section, after thirty (30) days' notice by the County, the County may employ an independent CPA to perform the required audit and, in addition to any difference in Rent due the County from such audit, County shall recover the entire cost of such audit, plus County's actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule for all of County's costs in connection with such audit. .

**12.4.2 County Audit:** Concessionaire shall, upon request, make all or any part of its records pertaining to this Agreement available to the County, or any other authorized representative of County during normal business hours throughout the Term of this Agreement, for the purposes of inspection, copying, or audit. Except as otherwise expressly provided herein, the cost of such inspection, copying or audit shall be borne by County.

- 12.4.2.1 if the results of any such audit by County show any discrepancy as compared to the amount of Concessionaire's Gross Revenues at the Premises, as reported to County by Concessionaire, Concessionaire shall pay the County the difference in Rent payments or County shall reimburse Concessionaire within thirty (30) calendar days following discovery of such discrepancy.

- 12.4.2.2 if any such discrepancy exceeds the amount of such Gross Revenues reported by Concessionaire to County by more than two percent (2%), Concessionaire shall reimburse County for all of County's actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or another applicable County adopted fee schedule about such audit.

### **13. PRICE SCHEDULES AND MERCHANDISE.**

Concessionaire shall staff, operate, manage, and provide all goods, services, and facilities offered in a first-class manner and comparable to other high-quality concessions providing similar facilities and services. County reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety.

- 13.1 Prices: County agrees that Concessionaire's merchandise, including its prices for same, shall be within Concessionaire's discretion; subject, however, to disapproval by County if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of County.
- 13.2 Quality of Goods: All food items, goods and service offered for sale and/or sold by Concessionaire shall be of high quality. All merchandise sold, kept for sale, or rented by Concessionaire shall be of a quality acceptable to industry standards and conform to all federal, state and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by Concessionaire and all edible merchandise kept on hand shall be stored and handled with due regard for sanitation. In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. No adulterated, misbranded, or impure articles shall be sold or kept for sale. All merchandise for sale or rented shall be subject to the County's approval prior to being offered for sale. Concessionaire shall remove any goods which are not approved by County and shall not again offer such goods for sale or rent without the prior written approval of the County. The County reserves the right to order the improvement of the quality of any merchandise kept or offered for sale or rental.
- 13.3 Food Items: Concessionaire shall offer for sale a variety of food items and beverage products, as further defined in the Concessionaire's proposal response.
- 13.4 Waste or Nuisance: Concessionaire shall not commit or permit the commission by others of any waste on the Concession Area; Concessionaire shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code, nor the Monterey County Code; and Concessionaire shall not use or permit the use of the Concession Area for any unlawful purpose.
- 13.5 Waste Diversion: Concessionaire shall minimize the paper items (straw covers, serving cartons, etc.) distributed with food products. County reserves the right to prohibit the sale or use of non-recyclable containers or plastics. Concessionaire is prohibited from selling

merchandise in non-returnable bottles, and shall not dispense food or beverage items in glass or Styrofoam containers. Concessionaire shall not sell or give away or otherwise dispose of any commodity which in the opinion of County will cause undue litter. Concessionaire expressly agrees to comply with all County recycling programs.

- 13.6 Business Diversion Prohibited: Concessionaire shall not divert, cause, allow, or permit to be diverted any business from the Concession Area and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it.

#### **14. EQUIPMENT, FURNISHINGS, AND EXPENDABLES.**

- 14.1 Equipment: Concessionaire may lease or purchase any equipment, furnishings, and expendables (collectively, "Equipment") required for its operation of the Concession upon the Concession Area with County's prior written approval. Any such Equipment shall be leased, purchased, and installed by Concessionaire at its sole cost and expense, and shall remain its personal property.

- 14.2 County-Owned Equipment: County may, as a courtesy and at no cost to Concessionaire, provide equipment for the operation of the concession, which shall remain the property of the County. Concessionaire shall annually provide the County with a list of County-Owned Equipment located within the Concession Area and/or used for the Concession. Nothing herein shall delegate to the County responsibility of providing the necessary equipment to operate the Concession. County reserves the right at any time to replace or remove all items of County-owned equipment.

- 14.2.1 The Concession Area contains County-Owned Equipment available for Concessionaire's use, as identified in the Inventory List of County-Owned Equipment attached hereto as EXHIBIT D COMMERCIAL KITCHEN EQUIPMENT AND CAFÉ FURNISHINGS. All such County-Owned Equipment is provided in "as-is" condition and is presumed to be operational unless otherwise noted by Concessionaire when Concessionaire takes possession of the leased Concession Area.

- 14.2.2 County-Owned Equipment shall be returned to the County at the expiration of this Agreement in the same condition as received, reasonable use, wear and tear, and damage by the elements excepted. County shall, periodically, conduct an inventory of said objects and evaluate their care and condition.

- 14.2.3 Should Concessionaire fail, neglect or refuse to undertake and complete any required maintenance or restoration to County-Owned Equipment, County shall have the right to terminate the Agreement and take immediate possession of the County-Owned Equipment to perform maintenance or repairs for the Concessionaire's account. Concessionaire agrees to promptly reimburse the County for the cost thereof, provided, however, that the County shall first give Concessionaire ten (10) days written notice of its intent to perform such

maintenance or repairs enabling Concessionaire to proceed with such maintenance or repairs at Concessionaire's own expense.

- 14.3 Maintenance of Equipment: Concessionaire shall, always and at its sole expense, keep and maintain all equipment, whether owned and/or installed by Concessionaire or County owned, together with all the fixtures, equipment, and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. No equipment provided by County shall be removed or replaced by Concessionaire without the prior written consent of the County. If County provides such consent, such removal and/or replacement shall be at the expense of Concessionaire.
- 14.4 Claims for Labor and Materials: Concessionaire shall promptly pay when due all amounts payable for labor and materials installed within the Concession Area. Concessionaire shall take all steps necessary and reasonable to prevent any lien or other claim under any provision of law from arising against any property owned by County (including reports, documents, and other tangible matter produced by the Concessionaire hereunder), against the Concessionaire's rights hereunder, or against the County, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.
- 14.5 Disclaimer of Warranty: **CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES THAT COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, NEITHER EXPRESS NOR IMPLIED, WHETHER OTHERWISE IMPOSED BY STATUTE OR LAW AND TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AS TO ANY AND ALL COUNTY OWNED EQUIPMENT LISTED IN EXHIBIT D, OR COUNTY OWNED EQUIPMENT THAT CONCESSIONAIRE MAY TAKE TEMPORARY POSSESSION OF OR MAKE USE OF AFTER THE EXECUTION OF THIS AGREEMENT PURSUANT TO A FUTURE AGREEMENT BETWEEN THE PARTIES; THAT CONCESSIONAIRE TAKES TEMPORARY POSSESSION OF SAID EQUIPMENT IN AN "AS IS" CONDITION, HAS CONDUCTED ITS OWN INSPECTION OF THE EQUIPMENT AND IS SATISFIED AS TO ITS CONDITION, AND MAKES USE OF SUCH EQUIPMENT AT ITS SOLE PERIL.**

## 16. UTILITIES.

- 16.1 Utility Services: Concessionaire shall provide and pay for all initial utility deposits and fees, and for electricity, gas and telecommunications utilities and services necessary for its use and occupancy of the Concession Area during the Term and any extension or holdover period, including grease trap maintenance, and all other services which may be used in or upon the Concession Area during the Term of this Agreement, or any extension or holdover period, provided that Concessionaire has contracted directly with the utility companies; County shall have no responsibility to either provide or pay for such services. If any such services are not separately metered or billed to Concessionaire, but rather are billed to and paid by County, Concessionaire will pay to County its pro rata share of the cost of such

services, as determined by County, together with its pro rata share of the cost of making such determination. County will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

**16.2 Heating, Ventilation, and Air Conditioning (HVAC):**

The Concession Area is located inside County's Premises and does not have a separate HVAC system from the rest of the Premises. Concessionaire shall exercise care and caution with respect to the use of the HVAC system.

**16.3 Water/Sewer Service:**

16.3.1 The Concession Area is located inside a building with water and sewer connections for use by the Concessionaire, but the Concessionaire shall be responsible for the cost of connecting the water and sewer lines to any devices.

16.3.2 Concessionaire shall exercise care and caution with respect to the use of the water and sewer systems and shall pay for the cost of repair and maintenance of the system located within the Concession Area. If such repair work is performed by the County, all such repair and maintenance charges shall be submitted to Concessionaire in writing and shall be due and payable within thirty (30) days.

**16.4 Energy & Water Conservation:**

16.4.1 County is required to comply with all laws and regulations requiring the installation of energy-efficient systems, fixtures, and equipment at Concession Area. In accordance with all laws and regulations and this Agreement, Concessionaire shall maintain or repair, or cause to maintain or repair, any structures, buildings, and related systems in accordance with current energy conservation standards.

16.4.2 Concessionaire shall be responsible for promoting energy and water conservation measures in the operation of all activities at the Concession. Concessionaire shall cooperate with the County in all forms of energy and water conservation including energy-efficient lighting, heating and air-conditioning systems, and fixtures and equipment. Concessionaire shall comply with all existing and newly-enacted laws, bylaws, regulations, etc., relating to the conservation of energy and water. Concessionaire shall comply with all reasonable requests and demands of County pertaining to the installation and maintenance of energy and water conservation systems, fixtures, and equipment.

**17. SAFETY & SECURITY.**

17.1 Safety: Concessionaire shall keep a copy of the County's Safety Manual in a location accessible by all its employees. Concessionaire shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or County notifies Concessionaire of said condition. Concessionaire shall cooperate fully with County in the investigation of accidents. In the event of injury to a patron or customer, Concessionaire shall reasonably ensure that the injured person receives prompt and



qualified medical attention, and as soon as possible thereafter, Concessionaire shall submit a County Accident or Illness Report. If after ten (10) days written notice from the County (or immediately in exigent circumstances) Concessionaire fails to correct hazardous conditions specified by the County, which have led, or in the opinion of County could lead, to injury, the County may, in addition to all other remedies which may be available to County, improve, repair, replace, rebuild, redecorate, or paint any improvements to correct the hazardous condition, with the cost thereof, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule, to be paid by Concessionaire to County with the next month's Concession Fee.

- 17.2 Security: Concessionaire shall be responsible for the security of any structures or equipment placed within the Concession Area. Concessionaire may install equipment, approved by the County, which will assist in protecting from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by Concessionaire.

## **18. MAINTENANCE.**

- 18.1 By entry hereunder, Concessionaire accepts the Premises as being in good and sanitary order, condition, and repair.
- 18.2 County Obligations: County shall, at County's own expense, keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intra-building network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. County, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted.
- 18.3 County to provide HVAC: County shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Agreement and within tolerances normal in comparable office buildings. If energy requirements prohibit County from complying with these requirements, Concessionaire shall not unreasonably withhold its consent to temporary waivers or modifications.
- 18.4 Maintenance of Concession Area: Concessionaire shall be responsible for all necessary janitorial duties and maintenance repairs within the Concession Area to the satisfaction of the County, regardless of the cause including, without limitation, normal wear and tear and vandalism.
- 18.5 Maintenance Duties: Concessionaire's maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be

required to properly maintain the Concession Area in a safe, clean, operable, and attractive condition. Concessionaire shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by the County to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of any structures, such as light fixtures, toilets, and faucets.

18.6 Correction of Conditions Leading to Damage:

18.6.1 Excluding normal wear and tear, and, excluding heating and cooling equipment, Concessionaire shall, at Concessionaire's sole expense, be responsible for the cost of repairing any area damaged by Concessionaire or Concessionaire's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Concessionaire. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Concessionaire, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, (c) be in accordance with all laws.

18.6.2 If Concessionaire fails, after written notice, to correct conditions that have led or, in the opinion of County, could lead to significant damage to County property, the County may at its option, and in addition to all other remedies available to it, repair, replace, rebuild, redecorate or paint any such Concession Area included in said notice, with the cost thereof, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule, to be paid by Concessionaire to County as part of the next month's Concession Fee.

18.7 Pest Control: Concessionaire shall be responsible for pest control in and around the Concession Area, including, but not limited to, abatement of insects (including roaches, bees, spiders, termites etc.), rodents, vermin, and other nuisance pests, if the pests are found in or on the Concession Area or structures or areas used by Concessionaire.

18.8 Waiver of California Civil Code Section 1942: To the extent applicable to this Agreement and that any remedies specified in this Agreement conflict or are inconsistent with any provisions of California Civil Code section 1942 *et seq.*, or any successor statute thereto ("CC §1942"), the provisions of this Agreement shall control. Concessionaire specifically waives any right it may have pursuant to CC § 1942 to effect maintenance or repairs to the Concession Area which do not render the concession area untenable and to abate the costs thereof from Concession Fees due to the County under this Agreement to the fullest extent of the law.

18.9 Mechanics' Liens: Concessionaire shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Concession Area, and for all materials furnished for or in connection with any such work. If any lien is filed against the Concession Area, Concessionaire shall cause the lien to be discharged of record within ten (10) days after it

is filed. Concessionaire shall indemnify, defend, and hold County harmless from all liability, loss, damage, costs, attorneys' fees, and all other expenses because claims of lien of laborers or material-men or others for work performed or materials or supplies furnished for Concessionaire or persons claiming under Concessionaire.

- 18.10 Property Damage and Theft Reporting: if any portion of the Concession Area or County-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, or in the event of theft, burglary, or other crime committed on the Concession Area. Concessionaire shall complete and submit to the County a report for this purpose, which shall be provided by the County.

## **19. DAMAGE OR DESTRUCTION TO CONCESSION AREA.**

- 19.1 Partial Damage: If all or a portion of the Concession Area, or any permanent improvements made thereon, are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by County at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of Concessionaire, its agents, officers, or employees, Concessionaire shall be responsible for the cost and expense incurred in making such repairs, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule.
- 19.2 Extensive Damage: If the damages as described above in "Partial Damage" are so extensive as to render the Concession Area, or any permanent improvements made thereon, or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by County at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the Concession Area, or any improvements made thereon, are fully restored and certified by County as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of Concessionaire, its agents, officers, or employees, said fees and charges will not abate and Concessionaire shall be responsible for the cost and expenses incurred in making such repairs, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule.
- 19.3 Complete Destruction: In the event all or a substantial portion of the Concession Area, or any permanent improvements made thereon, are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, County shall be under no obligation to repair, replace or reconstruct said Concession Area, or any permanent improvements made thereon, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the Concession Area are fully restored. If within four (4) months

after the time of such damage or destruction of the Concession Area, or any permanent improvements made thereon, have not been repaired or reconstructed, Concessionaire may terminate this Agreement in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said Concession Area, or any permanent improvements made thereon, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of Concessionaire, its agents, officers, or employees, said fees and charges shall not abate and County may, in its discretion, require Concessionaire to repair and reconstruct the same within twelve (12) months of such destruction and Concessionaire shall be responsible for the cost and expenses incurred in making such repairs, plus actual cost for administrative overhead and staff time as determined by Office of Management and Budget Circular A-87 or other applicable County adopted fee schedule. Concessionaire shall timely pay the Concession Fee as determined above during the reconstruction.

- 19.4 Limits of County's Obligation to Repair or Reconstruct: In the application of the foregoing provisions, County may, but shall not be obligated to, repair or reconstruct the Concession Area, or any improvements made thereon. If County chooses to do so, County's obligation shall also be limited to repair or reconstruction of the Concession Area, or any improvements made thereon, to the same extent and of equal quality as present at the commencement of the Concessionaire's operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of Concessionaire and any such redecoration and refurbishing/re-equipping shall be equivalent in quality to that originally installed.

## **20. INTERFERENCE DUE TO CONSTRUCTION.**

- 20.1 In the event County constructs or causes to be constructed improvements within the Concession Area, or if construction within the Premises requires a partial or total closure of the Premises, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the County determines the construction substantially interferes with the authorized operations, provided a request for abatement of this Agreement is presented to the County within thirty (30) days of commencement of construction.
- 20.2 Concessionaire agrees to cooperate with County during any construction, including, but not limited to, vacating, and removing all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction. Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 20.3 Concessionaire agrees to accept the remedy provided in this section in the event of construction upon the Concession Area and/or the Premises, and hereby waives any and all

other rights and remedies for relief, damages, or compensation that are presently available or may be made available hereafter under the law.

## **21. HAZARDOUS MATERIALS.**

21.1 Hazardous Materials Laws-Definition: As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., § 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the soil and ground water conditions or other similar substances or conditions.

21.2 Hazardous Materials – Definition: As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance, or other matter that:

21.2.1 Is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious, or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

21.2.2 Is controlled, referred to, designated in, or governed by any Hazardous Materials Laws;

21.2.3 Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws;

21.2.4 Is any other material or substance giving rise to any liability, responsibility or duty upon the County or Concessionaire with respect to any third person under any Hazardous Materials Law.

21.3 Concessionaire's Representations and Warranties: Concessionaire represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Concessionaire shall comply with the following provisions unless otherwise specifically approved in writing by the County:

21.3.1 Concessionaire shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Concession Area by Concessionaire, its agents, employees, assigns, contractors or invitees, except as otherwise allowed by Concessionaire's permitted use of the Concession Area and with written authorization from County and any other appropriate permitting authority.

21.3.2 Any handling, transportation, storage, treatment, or usage by Concessionaire of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.

- 21.3.3 Any leaks, spills, release, discharge, emission, or disposal of Hazardous Materials which may occur within the Concession Area following the Commencement Date shall be promptly and thoroughly cleaned and removed by Concessionaire at its sole expense, and any such discharge shall be promptly reported in writing to County, and to any other appropriate governmental regulatory authorities.
- 21.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Concessionaire within the Premises.
- 21.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas, or oil wells, shall be located by Concessionaire within the Premises without County's prior written consent.
- 21.3.6 Concessionaire shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of County.
- 21.3.7 Concessionaire shall not place, maintain, or distribute asbestos materials on site.
- 21.3.8 Concessionaire shall promptly supply County with copies of all notices, reports, correspondence, and submissions made by Concessionaire to the United States Environmental Protection Agency, the United Occupational Safety, and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws.
- 21.3.9 Concessionaire shall promptly notify County of any liens threatened or attached against the Concession Area pursuant to any Hazardous Materials' Law. If such a lien is filed, then within twenty (20) days following such filing or before any governmental authority commences proceedings to sell the Concession Area pursuant to the lien, whichever occurs first, Concessionaire shall either: (a) pay the claim and remove the lien from the Concession Area; or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to County in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to County in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Agreement, Concessionaire shall surrender the Concession Area to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Concession Area.
- 21.4 Hazardous Materials Indemnification by Concessionaire: Concessionaire (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel selected by County), reimburse and hold County and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown,

contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by County) which arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials, including the soil, ground water or soil vapor on or under the Concession Area. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Concession Area, and the release or discharge of Hazardous Materials by Concessionaire during the course of Concessionaire's alteration or improvement of the Concession Area.

21.5 Remedies Cumulative: The provisions of this section shall be in addition to all common law obligations and liabilities Concessionaire may have to County, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Agreement and/or any transfer of all or any portion of the Concession Area, or of any interest in this Agreement, and shall be governed by the laws of the State of California.

21.6 Asbestos Notification: In September, 1989, the Governor of California signed AB-1564, an Asbestos Notification law, codified in Section 25915 et seq. of the Health and Safety Code. Health and Safety Code Section 25915(a) states:

"Notwithstanding any other provisions of the law, the owner of any building constructed prior to 1979, who knows that the building contains asbestos- containing construction materials, shall provide notice to all employees of that owner working within the building."

21.6.1 Should the County know or become aware of any asbestos-containing material, County will notify Concessionaire within ten (10) days.

21.6.2 If Concessionaire suspects or has reason to believe that the Concession Area contains asbestos-containing material, County shall within ten (10) days of Concessionaire's request supply Concessionaire with an Asbestos Survey Report performed by a qualified hazardous material specialist. If County fails to have the testing done, Concessionaire may have the required testing done and all related cost may be deducted from the Concession Fee. If abatement is necessary, County shall provide the Concessionaire an Asbestos Abatement Plan within thirty (30) days.

## **22. DEFENSE AND INDEMNIFICATION.**

22.1 Sole Indemnity: Concessionaire agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees from and against any and all claims, liabilities or losses whatsoever arising out of or in any way related to Concessionaire's use, services or performance of this Agreement, including but not limited to, claims for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and

any legal expenses (such as attorney's fees, court costs, investigation costs, and expert fees); and including, but not limited to, any and all losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Concessionaire's use, services or performance of this Agreement, unless such claims, liabilities, or losses determined to be solely caused by the gross negligence or willful misconduct of the County. " Concessionaire's use" includes Concessionaire's professional errors or omissions, negligent actions, or inactions; and the professional errors or omissions, negligent actions or inactions of its officers, employees, agents, occupants, guests, and business invitees.

- 22.2 Savings Clause: If any term, provision, or application Concessionaire's indemnification to County 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 Concessionaire's indemnification to County 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 Concessionaire's indemnification to County and California law, the broadest indemnity protection for the County under this Agreement that is permitted by law shall be provided by Concessionaire.
- 22.3 Concessionaire's obligation to defend, indemnify and hold County and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Concessionaire to procure and maintain a policy of insurance.

## 23. INSURANCE CONDITIONS.

- 23.1 Without limiting Concessionaire's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement (Required Insurance.) These minimum insurance coverage terms, types, and limits also are in addition to and separate from any other contractual obligation imposed upon Concessionaire pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Concessionaire for liabilities which may arise from or relate to this Agreement.
- 23.2 County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions upon County's determination of changes in risk exposures. The County may increase or decrease the amounts of insurance coverage required herein by giving thirty (30) days prior written notice to Concessionaire.
- 23.3 Evidence of Coverage and Notice to County.
- 23.3.1 Prior to commencing services under this Agreement, Concessionaire shall deliver to the County a Certificate(s) of insurance coverage (Certificate) satisfactory to County, and copies of endorsements.



- 23.3.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Concessionaire's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Concessionaire and/or subcontractor insurance policies at any time.
- 23.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Concessionaire identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000).
- 23.3.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Concessionaire, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

County of Monterey  
Attn: Contracts/Purchasing Officer  
1488 Schilling Place Salinas, CA 93901

- 23.3.5 Concessionaire shall promptly report to County any injury or property damage accident or incident, including any injury to concessionaire employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Concessionaire. Concessionaire also shall promptly notify County of any third-party claim or suit filed against Concessionaire or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Concessionaire and/or County.
- 23.4 Additional Insured Status and Scope of Coverage: The County of Monterey, elected officials, officers, agents, employees, and volunteers (collectively County and its Agents) shall be provided additional insured status under Concessionaire's General Liability policy with respect to liability arising out of Concessionaire's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Concessionaire's acts or omissions, whether such liability is attributable to the Concessionaire or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 23.5 Failure to Maintain Insurance: Concessionaire's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Concessionaire resulting from said breach.
- 23.6 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A- VII unless otherwise approved by County.
- 23.7 Concessionaire's Insurance Shall Be Primary: Concessionaire's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Concessionaire. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Concessionaire coverage.
- 23.8 Waivers of Subrogation: To the fullest extent permitted by law, the Concessionaire hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Concessionaire shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 23.9 Subcontractor Insurance Coverage Requirements: Concessionaire shall include all subcontractors as insureds under Concessionaire's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Concessionaire shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Concessionaire as additional insureds on the subcontractor's General Liability policy. Concessionaire shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 23.10 Deductibles and Self-Insured Retentions (SIRs): Concessionaire's policies shall not obligate the County to pay any portion of any Concessionaire deductible or SIR. The County retains the right to require Concessionaire to reduce or eliminate policy deductibles and SIRs with respect to the County, or to provide a bond guaranteeing Concessionaire's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 23.11 Claims Made Coverage: If any part of the Required Insurance is written on a "claims made" basis, any policy retroactive date shall precede the effective date of this Agreement. Concessionaire agrees to maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.
- 23.12 Application of Excess Liability Coverage: Concessionaire may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

- 23.13 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 23.14 Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Concessionaire use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

## 24. INSURANCE COVERAGE REQUIREMENTS.

- 24.1 **Commercial General Liability (occurrence coverage)**: Concessionaire shall maintain comprehensive commercial general liability coverage with liability limits of not less than Two Million Dollars (\$2,000,000) for injury or death to one or more persons and property damage limits of not less than One Million Dollars (\$1,000,000) per occurrence insuring against all liability of Concessionaire and its authorized representatives arising out of and in connection with Concessionaire's use or occupancy of the Concession Area. County, during the terms hereof, shall indemnify and save harmless the Concessionaire from and against all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the County.

### **With an Additional Insured Endorsement noted below:**

**Additional Insured Endorsement**: shall name County and its officers, agents, and employees as Additional Insureds with respect to services being provided, including ongoing and completed operations. Additional insured endorsement shall be equivalent to ISO form CG 2010 11 85.

- 24.2 **Professional Liability**: 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 One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Concessionaire shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- 24.3 **Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence. Insurance shall cover liability arising out of Concessionaire's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 24.4 **Workers' Compensation:** if Concessionaire employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease. If Concessionaire will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WCOO 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Concessionaire's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workers' compensation law or any federal occupational disease law.
- 24.5 **Directors and Officers Liability:** Minimum Limit One Million Dollars (\$1,000,000)
- 24.6 Fire Legal Liability limit of One Million Dollars (\$1,000,000) for damage to premises rented to Concessionaire.
- 24.7 Water Legal Liability limit of One Million Dollars (\$1,000,000) for damage to premises rented to Concessionaire.
- 24.8 **Liquor Liability:** If Concessionaire sells or dispenses alcoholic beverages, standard liquor liability insurance with an umbrella policy of not less than Five Million Dollars (\$5,000,000) per occurrence.
- 24.9 **Sexual Misconduct:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature.
- 24.10 **Property Coverage:** Concessionaire shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Concessionaire's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.
- 24.11 **Periods of Construction:** During the period(s) of any new construction as required or authorized herein, and in addition to the aforementioned insurance coverage, at the discretion of the County, the Concessionaire shall provide the following forms and amounts of insurance:
- 24.11.1 Builder's All-Risk Insurance, including flood coverage, covering the entire work, against loss or damage until completion and acceptance by the County. Insurance shall be in an amount for the replacement value of the improvements and

endorsed for broad form property damage, breach of warranty, explosion, collapse, and underground hazards. Deductibles shall not exceed five percent (5%) of the construction costs.

#### **24.12 Other Insurance Requirements:**

- 24.12.1 All insurance required for 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 five (5) years following the expiration or early termination of this Agreement.
- 24.12.2 Each liability policy shall provide that County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Concessionaire 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.
- 24.12.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Concessionaire'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 Concessionaire'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.
- 24.12.4 Prior to the execution of this Agreement by County, Concessionaire shall file certificates of insurance with County, showing that Concessionaire has in effect the insurance required for this Agreement. Concessionaire 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.
- 24.12.5 Concessionaire 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. If the certificate

is not received by the expiration date, County shall notify Concessionaire and Concessionaire shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Concessionaire to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

- 24.12.6 County agrees that it will keep insured against loss or damage by fire, to at least eighty percent (80%) of the full fair insurable value thereof, the building on the demised Premises or of which the demised Premises are a part.
- 24.12.7 County shall not be liable to Concessionaire, or to anyone whatsoever for any damages caused by plumbing, gas, water, steam, sprinkler or other pipe and sewage system, or by the bursting, running or leaking of any tank, washstand, closet, or waste or other pipe, in and about the Concession Area or the building of which they are a part, or for any damage caused by water being upon or coming in through the roof, skylight, vent, trap door or otherwise; provided that County shall not be relieved from any of its obligations for maintenance and repair as otherwise set forth in this Agreement.

## **25. PROHIBITED ACTS.**

### **25.1 Concessionaire shall not:**

- 25.1.1 Do or allow to be done anything which may interfere with free access and passage in the Concession Area or the public areas adjacent thereto, or in the streets or sidewalks adjoining the Concession Area, or hinder police, fire fighting or other emergency personnel in the discharge of their duties; and
- 25.1.2 Interfere with the public's enjoyment and use of the Premises or use the Concession Area for any purpose which is not essential to the Concession operations; and
- 25.1.3 Rent, sell, Agreement or offer any space for storing of any articles whatsoever within or on the Concession Area other than specified herein, without the prior written approval of the County; and
- 25.1.4 Place any additional lock of any kind upon any window or interior or exterior door in the Concession Area, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the Concession Area, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to County any and all keys to the interior or exterior doors on the Concession Area, whether said keys were furnished to or otherwise procured by Concessionaire, and in the event of the loss of any keys furnished by the County, Concessionaire shall pay County, on demand, the cost for replacement thereof; and

25.1.5 Do or permit to be done any act or thing upon the Concession Area which will invalidate, suspend or increase the rate of any insurance policy required under this Agreement, or carried by County, covering the Concession Area, or the buildings in which the same are located or which, in the opinion of the County, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement, provided, however, that nothing contained herein shall preclude Concessionaire from bringing, keeping or using on or about the Concession Area such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary; and

25.1.6 Engage in or allow any other use not explicitly authorized by Exhibit C.

## **26. REGULATIONS. INSPECTION. AND DIRECTIVES.**

26.1 Laws: The operations conducted by Concessionaire pursuant to this Agreement shall be subject to: Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by County with respect to the operation of the Concession; Any and all orders, directions or conditions issued, given, or imposed by County with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the Concession Area; Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including of any governmental authority, federal, state or municipal, lawfully exercising authority over the Concessionaire's operations; and, Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

26.2 Permissions: Any permission required by this Agreement shall be secured in writing by Concessionaire from the appropriate permitting authority for the County or if no such appropriate authority exists, then by the County Administrative Officer and/or his or her designee, and any errors or omissions made by county in issuing such permission shall not relieve Concessionaire of its obligations to faithfully perform the conditions set forth in this Agreement. Concessionaire shall immediately comply with any written request or order submitted to it by County.

26.3 Right of Entry Inspection and Correction: County, their authorized representatives, agents, and employees shall have the right to enter upon and inspect, including but not limited to the right to the taking of samples, the Concession Area at all reasonable times for, evaluation, and observation of Concessionaire's operation. During these inspections, County shall have the right to photograph, film, or otherwise record conditions and events taking place upon the Concession Area. The inspections may be made by persons identified to Concessionaire as County employees, or may be made by independent contractors engaged by County. Inspections may be made for any lawful purpose for which the County or another governmental entity with jurisdiction is authorized to

perform inspections of the Concession Area for any purpose. During such entry County may additionally perform any correctional work which County in its sole discretion deems necessary for public safety, building maintenance/remodel/expansion/improvement, or protection or renovation of any County-constructed or owned facilities on or off of the Concession Area, or that County is otherwise required to perform hereunder. County may also immediately and takes such action as County in its sole judgment deems appropriate to remediate any actual or threatened contamination or risk to public health caused by Concessionaire's failure to comply with any health or safety regulation or terms of this Lease. Nothing herein shall imply any duty on the part of County to do any such work which, under any provision of this Agreement, Concessionaire may be required to do, nor shall County's performance of any repairs on behalf of Concessionaire constitute a waiver of Concessionaire's default in failing to do the same. If County exercises any of its rights under this section, Concessionaire shall not be entitled to any compensation, damages, or abatement of fees from County for any injury or inconvenience occasioned thereby.

- 26.4 Control of Premises: County shall have absolute and full access to the Concession Area and all its appurtenances during the Term of this Agreement and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by the County. Such determination shall not be unreasonable and shall consider the business considerations presented by Concessionaire.
- 26.5 Disability Laws and Regulations: Concessionaire shall ensure that the Concession Area and all Concessionaire activities and all seating, signs, banners, and structures and installations within the Concession Area are accessible to qualified individuals with a disability. The Concessionaire shall comply with all Disability Laws and Regulations including without limitation, the Americans with Disabilities Act (ADA) (42 U.S.C. section 12101 et seq.), the California Unruh Civil Rights Act (California Civil Code section 51,) California Civil Codes sections 54 through 55.2, Title 24 of the California Code of Regulations (California Physical Access Laws), California Government Code sections 11135-11139.8, (Accessibility to Government Programs,) The Fair Employment and Housing Act (California Government Code Section 12900-12951 & 12927-12928 & 12955 - 12956.1 & 12960-12976, ). Compliance shall include, but is not limited to, the removal of all structural barriers, maintaining the accessibility of services and goods, and the modification of policies, practices and procedures and its auxiliary aids and services. The County will not be responsible for any costs or expenses related to the Concessionaire's compliance with the Disability Laws or Regulations. The Concessionaire will defend, indemnify, and hold the County harmless from and against all claims, suits or causes of action and expenses (including attorney's fees) which arise out of any act or omission by the Concessionaire, its agents, employees, guests, clients, customers, patrons, or invitees that violates or is alleged to violate any or all the Disability Laws and Regulations.



## 26.6 County's Statement Regarding Disability Access & Certified Access Specialist Inspection (CASp) Report:

- 26.6.1 Pursuant to California Civil Code Section 1938 (a), County represents that the Premises [ ] has [X] has not undergone inspection by a Certified Access Specialist (CASp).
- 26.6.2 Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of County's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of the Agreement which have impacted the Premises' compliance with construction related accessibility standards, County shall provide, prior to execution of the Agreement, a copy of any report prepared by the CASp with an agreement from Concessionaire that information in the report shall remain confidential, except as necessary for the Concessionaire to complete repairs and corrections of violations of construction related accessibility standards that the Concessionaire agrees to make.
- 26.6.3 Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the County, unless otherwise mutually agreed upon by County and Concessionaire. Concessionaire shall have the opportunity to review any CASp report prior to execution of the Agreement. If the report is not provided to the Concessionaire at least forty-eight (48) hours prior to execution of the Agreement, Concessionaire shall have the right to rescind the Agreement, based upon the information contained in the report, for seventy-two (72) hours after execution of the Agreement.
- 26.6.4 Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, County shall provide a copy of the current disability access inspection certificate and any inspection report to Concessionaire not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the Agreement.
- 26.6.5 Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, County shall state the following on the Agreement:
- 26.6.5.1 A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the

lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the subject premises.

## **27. TERMINATION BY COUNTY:**

- 27.1 Termination for Convenience: In addition to all other remedies authorized by law, County may terminate this Agreement with or without cause and for convenience with respect to all or part of the Concession Area upon thirty (30) days prior written notice to Concessionaire.
- 27.2 County's Right of Reentry: County shall, as an additional remedy, upon the giving of written notice of termination as above provided, have the right to reenter the Concession Area and every part thereof on the effective date of termination without further notice of any kind, remove all persons and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Such reentry, however, shall not in any manner affect, alter or diminish any of the obligations of Concessionaire under this Agreement.
- 27.3 Additional Rights of County: County, upon termination of this Agreement, or upon reentry, regaining, or resumption of possession of the Concession Area, may occupy said Concession Area and shall have the right to permit any person, firm or corporation to enter upon the Concession Area and use the same. Such occupancy by others may be of only a part of the Concession Area, or the whole thereof or a part thereof together with other space, and for a period the same as or different from the balance of the term remaining hereunder, and on terms and conditions the same as or different from those set forth in this Agreement.
- 27.4 Survival of Concessionaire's Obligations: In the event County terminates this Agreement, or in the event County reenters, regains, or resumes possession of the Concession Area, all the obligations of Concessionaire hereunder shall survive and shall remain in full force and effect for the full Term of this Agreement. Subject to County's obligation to mitigate damages, the total amount of the minimum Concession Fee shall become due and payable to County to the same extent, at the same time and in the same manner as if no termination, reentry, regaining or resumption of possession had taken place. County may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency. The amount of damages for the period after termination, reentry, regaining or resumption of possession, subject to an offset for any Concession Fee payment received by County from a succeeding Concessionaire, shall be the amount of the minimum Concession Fee otherwise due until the end of the Term of this Agreement. The damages specified above shall not affect or be construed to affect

County's right to such damages in the event of termination, reentry, regaining or resumption of possession where Concessionaire has not received any actual gross receipts under this Agreement.

## **28. TERMINATION BY CONCESSIONAIRE.**

28.1 Concessionaire may terminate This Agreement, upon thirty (30) days prior written notice to the County, conditioned upon the happening of one or more of the following events:

28.1.1 The permanent abandonment by the County of the Premises or the permanent removal of all County services from the Premises;

28.1.2 The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Premises or any substantial part thereof, in such manner as to materially restrict Concessionaire from operating thereon;

28.1.3 The complete destruction of all or a substantial portion of the Concession Area from a cause other than the negligence or omission to act of Concessionaire, its agents, officers, or employees, and the failure of County to repair or reconstruct said Concession Area;

28.1.4 Any exercise of authority under this Agreement which so interferes with Concessionaire's use and enjoyment of the Concession Area as to constitute a termination, in whole or in part, of this Agreement by operation of law in accordance with the laws of the State of California; or

28.1.5. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Concessionaire of written notice to do so.

## **29. SURRENDER OF POSSESSION.**

29.1 Concessionaire agrees to yield and deliver possession of the Concession Area to County on the date of the expiration or earlier termination of this Agreement promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by Concessionaire or County, normal use and wear and tear thereof excepted.

29.2 No agreement of surrender or agreement to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of County and Concessionaire. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of County shall be deemed an acceptance of a surrender of the Concession Area utilized by Concessionaire under this Agreement.

29.3 Concessionaire shall have the right to remove its equipment, supplies, furnishings, inventories, removable fixtures, and personal property from the Concession Area within

thirty (30) days of the expiration or earlier termination of this Agreement pursuant to the terms stated in section 4.5 hereof.

### **30. GENERAL PROVISIONS.**

- 30.1 Permits and Licenses. Concessionaire shall obtain and maintain at its sole expense all approvals, permits, or licenses that may be required about the operation of the Concession including, but not limited to, tax permits, business licenses, health permits, building permits, police, and fire permits, etc. During the entire Term of this Agreement, the Concessionaire must hold a current Monterey County business license.

Concessionaire shall comply with all applicable health, safety and sanitary laws, regulations and inspections concerning the same. Concessionaire shall keep such licenses and permits displayed in the Concession Area, as required by law. Concessionaire shall allow duly authorized representatives of governmental entities access to the Concession Area for inspection purposes.

- 30.2 Compliance with Laws and Regulations:

30.2.1 Concessionaire shall not use or allow the Concession Area to be used, in whole or in part, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments, or officers thereof, including County. These ordinances, rules, and regulations include those which relate to sanitation, public health, and safety. Concessionaire shall at its own expense obtain all licenses and permits necessary for the operation of the Concession Area.

30.2.2 Concessionaire shall, at its own expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements (including but not limited to any requirements of the Department of Environmental Resources in addition too Local, State or Federal Food Handling Guidelines in effect during the Term of this Agreement regulating the use of the Concession Area by Concessionaire. Concessionaire shall pay all fines and penalties assessed by any local agency, district, or state agency arising from a violation of any statute, ordinance, rule, regulation, order, covenant, or restriction of record relating to the use of the Concession Area by Concessionaire, its employees, officers, agents, or contractors. Concessionaire's willful violation of any law or regulation shall constitute grounds for termination as set forth in Section 27 above.

- 30.3 Quiet Enjoyment: County agrees that Concessionaire, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the required terms, conditions, and covenants of this Agreement, shall lawfully and quietly hold, use, and enjoy the Concession Area during the Term of this Agreement. In the case of disputes, during the life of this Agreement, over any conditions which may impede upon the

Concessionaire's quiet enjoyment of the Concession Area, the County shall have final determination of any solution to such dispute; the County's final determination shall be binding upon all parties in such dispute.

- 30.4 Responsibility for Payment of Taxes and Assessments: Concessionaire shall pay all taxes of whatever character that may be levied or charged upon the rights of Concessionaire to use the Concession Area, or upon Concessionaire's improvements, fixtures, equipment, or other property thereon or upon Concessionaire's operations hereunder, or any other charges levied or made because of Concessionaire's possession or use of the Concession Area without contribution by County. In addition, by executing this Agreement and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. Concessionaire, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
- 30.5 Brokers: Concessionaire warrants that it has had no dealings with any real estate broker or agent about the negotiation and/or execution of this Agreement. In the event any broker other than the brokers acknowledged in writing by County make claim for monies owed, Concessionaire shall indemnify, defend, and hold County harmless.
- 30.6 Captions: The captions, headings and index appearing in this Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 30.7 County Approval: Except where stated herein to the contrary, the phrases "County's approval," and "County's written approval" or such similar phrases shall mean written approval of County by the appropriate permitting authority for the County or if no such appropriate authority exists, then by the County Administrative Officer and/or his or her designee.
- 30.8 Cumulative Remedies: In the event of a default under this Agreement, each party's remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.
- 30.9 Notices: All notices required or permitted by this Agreement or by any law now in effect, or later enacted, to be served on or given to either party hereto by the other party, shall be in writing and personally delivered to the party to whom it is directed, or in lieu of personal service when deposited in the United States mail addressed as follows:

To County: County of Monterey  
Attn: Contracts/Purchasing Officer  
1488 Schilling Place  
Salinas, CA 93901

To Concessionaire: Zako HK Inc.  
 Attn: Sun Jeung Lim  
 328 Brittany Road, Seaside CA 93955

Any Notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is given by certified mail to the addresses above. Correspondence other than regular mail may give notices, facsimile or email. Any correspondence sent by facsimile or email shall also be sent by United States mail. By written notice to the other, either party may change its own correspondence information.

- 30.10 Entire Agreement: This Agreement, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded. This Agreement supersedes all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
- 30.11 Number of Originals: The number of original texts of this Agreement shall be equal to the number of parties hereto, one text being retained by each party.
- 30.12 Duplicate Counterparts: This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.
- 30.13 Exhibits: All exhibits referred to herein are attached hereto and incorporated by reference.
- 30.14 Force Majeure: In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Concessionaire, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the County's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Concessionaire's negligent operation or maintenance of the Concession Area ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

- 30.15 Governing Law: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 30.16 Interpretation: The language of this Agreement shall be construed simply per its plain meaning and shall not be construed for or against either party.
- 30.17 Survival: The following provisions of this Agreement shall survive the termination or expiration of this Agreement:
- 30.17.1 Section 12.2, "Business Records"; and
  - 30.17.2 Section 22, "DEFENSE AND INDEMNIFICATION"; and
  - 30.17.3 Section 23, "INSURANCE CONDITIONS"; and
  - 30.17.4 Section 24, "INSURANCE COVERAGE REQUIREMENTS"; and
  - 30.17.5 Section 27.5, "Survival of Concessionaire's Obligations"; and
  - 30.17.6 Any payments activity that occurs after termination or expiration.
- 30.18 Severability: if any provision of this Agreement, is determined by a court of competent authority to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable fully permitted by law.
- 30.19 Joint and Several Liability: If more than one person or entity executes this Agreement as Concessionaire, each of them is jointly and severally liable for all the obligations of Concessionaire hereunder.
- 30.20 Liquidated Damages: Any payments by Concessionaire to County under this Agreement described as liquidated damages represent the parties' reasonable estimate of County's actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain considering the impossibility of foreseeing the state of the leasing market and amount of gross revenue Concessionaire will generate at the time of the various deadlines set forth herein. County may, at its election, take any of the liquidated damages assessed in any portion of this Agreement as direct monetary payments from Concessionaire and/or as an increase of rent due from Concessionaire under this Agreement.
- 30.21 Modification: The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
- 30.22 Successors & Assigns: This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.
- 30.23 Time of Essence: Time is of the essence of each provision of this Agreement.
- 30.24 Waiver of Condition: No provision of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by County of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition of any subsequent breach thereof, or of any other term, covenant or

condition contained in this Agreement. County's subsequent acceptance of partial rent or performance by Concessionaire shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Concessionaire of any term, covenant, or condition of this Agreement or of any right of County to a forfeiture of this Agreement because of such breach, regardless of County's knowledge of such preceding breach at the time of County's acceptance. The failure on the part of County to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Agreement shall not be construed as in any manner changing or waiving the terms of this Agreement or as estopping County from enforcing in full the provisions hereof. No custom or practice which may arise between the parties hereto during administering this Agreement shall be construed to waive, estop or in any way lessen County's right to insist upon Concessionaire's full performance of, or compliance with, any term, covenant, or condition of this Agreement or to inhibit or prevent County's exercise of its rights with respect to any default, dereliction, or breach of this Agreement by Concessionaire.

- 30.25 Venue: Venue for any action arising under this agreement shall be Monterey County, California.
- 30.26 Non-Exclusive Use Areas: Concessionaire shall also have the non-exclusive right to use, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public rest rooms, and common walkways and sidewalks necessary for access to the Premises.
- 30.27 Parking Areas: Parking lot adjacent to the Building Premises includes random parking spaces, outlined with white striping, and situated closest to the Premises, for use by Concessionaire's visitors and clients. Additional random parking spaces, which are outlined with yellow striping, are available for use by Concessionaire's employees.
- 30.28 Addendum: In the event of conflict between this Lease and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.
- 30.29 Dispute Resolution: County shall discuss any concerns or complaints with Concessionaire's Facility Manager (the "Manager") immediately. If County's concern relates to the Manager or the concern cannot be resolved with the Manager, County shall immediately contact Concessionaire's Executive Officer at its Administrative Office. Any ongoing dispute between Concessionaire and County shall be arbitrated.
- 30.30 Consent to Use of Electronic Signatures:
- 30.30.1 DocuSign. The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).



30.30.2 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

30.30.3 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

- 30.31 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.
- 30.32 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers:


MONTEREY COUNTY

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

Auditor-Controller

*Approved as to Fiscal Provisions:*

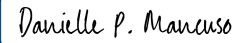
DocuSigned by:  
  
B0834BFC4D8443

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 10/28/2021 | 9:03 AM PDT

Office of the County Counsel-Risk Management

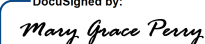
*Approved as to Liability Provisions:*

DocuSigned by:  
  
2AFDFD99B2744C6

\_\_\_\_\_  
Danielle P. Mancuso, Risk Manager

Dated: 10/28/2021 | 9:49 AM PDT

Office of the County Counsel  
Leslie J. Girard, County Counsel  
*Approved as to Form:*

DocuSigned by:  
  
A1033B28E37442


\_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Dated: 10/28/2021 | 10:28 AM PDT

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*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 specified officers per California Corporations Code Section 313. If CONTRACTOR is a limited liability corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

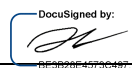
CONTRACTOR – Zako HK, Inc.

By:   
\_\_\_\_\_  
Signature of Chair, President or Vice President

Sunjeung Lim, CEO

\_\_\_\_\_  
Printed Name and Title

Dated: 10/27/2021 | 8:43 PM PDT

By:   
\_\_\_\_\_  
Signature of Secretary, Assistant Secretary, Treasurer,  
Assistant Treasurer or Chief Financial Officer (CFO)

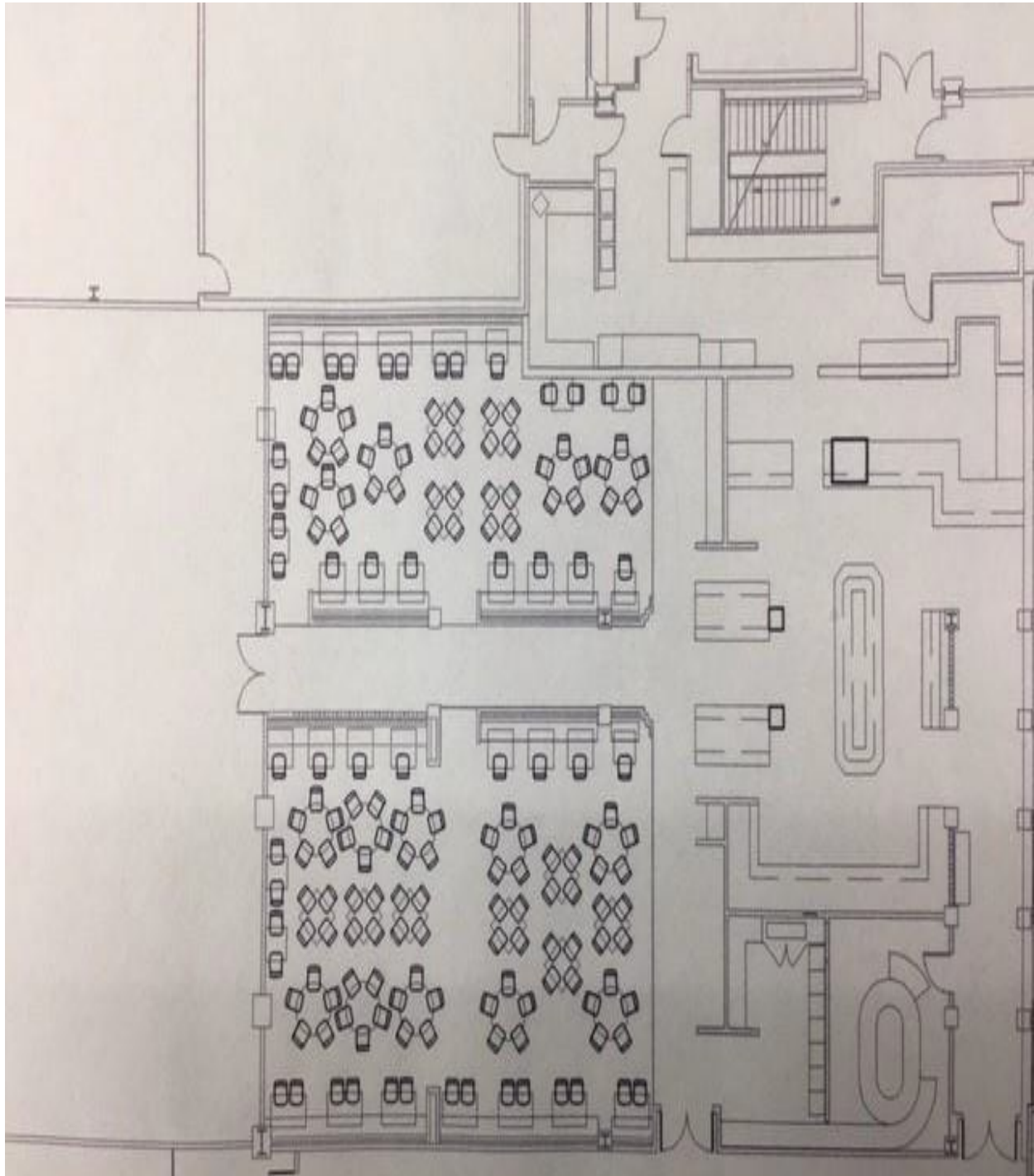
wanjoong Kim, Secretary

\_\_\_\_\_  
Printed Name and Title

Dated: 10/27/2021 | 9:10 PM PDT

## **EXHIBIT A**

### **DESCRIPTION OF CONCESSION AREA-Current Floor Plan**



# EXHIBIT B

## EVIDENCE OF SEISMIC ADEQUACY



City of Salinas Commercial Permit Research  
1441 SCHILLING PL  
Issuance Date: 1/18/2017

Page 1

This is for informational purposes ONLY. This does not replace a  
required Residential City Report

Assessor Parcel Number: 177181024000

Code Violations, State/City Mandated Annual Inspections (if any):

Date	Description	CASE NO
12/09/2014	Fire Underground South in Disrepair	FD1412-0004

### Building Permit(s) on Record:

Permit No.	Issued	Finalized	Expired	Description
00-47917	01/31/2000	04/17/2000		REMODEL/REPLACEMENT OF DISHWASHER & TRAY CONVEYOR/MINOR WALL
01-52762	03/07/2001	06/04/2001		DEMO INTERIOR OF HOLEC ROOM REMOVE INTERIOR WALLS CONCRE
01-52866	04/06/2001	08/14/2001		T.I. HOUSEHOLD CREDIT
01-53130			09/26/2002	FIRE ALARM SYSTEM (REV. TO PERMIT #52866)
01-53356			05/08/2001	FIRE SPRINKLERS (REV TO PERMIT #52866)
01-53531			05/17/2002	REVISION TO RETURN AIR DUCTWORK ON HOLEC ROOM REMODEL -
01-53985			07/06/2002	ADARAMP FOR FIRE EXIT (REV TO PERMIT #52866)
03-59477	02/11/2003	02/13/2003		INSTALL PAGING SYSTEM/EQUIPMENT AT ROOFTOP
04-64533	07/06/2004	08/24/2004		Data Room Renovation To Office Space for Household Credit Se
04-64963			07/12/2004	(4) Smoke Detectors For Household Credit Revision To Permit
05-67096	03/09/2005	03/25/2005		Install Wall Mounted Illuminated Sign For Household Credit
05-67435	04/25/2005	07/27/2005		Interior T.I. For Household Credit Relocating Partition Wall
05-69275	11/02/2005	02/15/2006		Construct interior office partitions for Household Credit
05-69683	12/27/2005	03/22/2006		Kitchen Remodel At Household Credit Relocate 1 Floor Drain
71457	03/29/2007	06/28/2007		Fill 10,000 Gallon & Install 2-2,000 Gallon Diesel Fuel Tank
72121	03/29/2007	06/28/2007		Install 2 New Above Ground 2000 Gal Diesel Tanks
82-B028	01/22/1982	12/21/1984		BUILD OFFICE WAREHOUSE ACTIVITY CENTER
87-B084	02/04/1987	03/24/1987		INTERIOR REMODEL PHASE I (DATA PROCESSING AREA) HF #C
87-B174	03/25/1987	08/12/1987		INTERIOR REMODEL FOR PHASE II (OFFICES) HC #C
87-D014	02/02/1987	08/12/1988		DEMOLISH INTERIOR PARTITIONS CEILING RAISED FLOORS
88-B969	12/01/1988	04/28/1989		TENANT IMPROVEMENT - OFFICES - INC. NON-BEARING PARTITIONS
88-B996	12/16/1988	05/08/1989		NEW OFFICE/WAREHOUSE ADD'N
89-B011	01/06/1989	01/20/1989		TEMPORARY OFFICE TRAILER INSTALLATION PLUMBING & ELECTRICAL
89-B088	02/02/1989	05/24/1989		BUILDING FOUNDATIONS ONLY NEW PARKING LOT SITE WORK UNDERSLA
89-B1010	10/11/1989	12/14/1990		KITCHEN & DINING FACILITY TENANT IMPROVEMENT
89-B1011	10/11/1989	11/02/1990		INSTALL ACCESS RAMP
89-B149	03/03/1989	04/17/1990		OFFICE BLDG SHELL ADD'N NEW PARKING LOT KITCHEN/DINING SHEL
89-B478	05/26/1989	06/01/1989		STORAGE RACK SYSTEMS IN EXISTING BLDG FC3

## **EXHIBIT C COMMERCIAL KITCHEN EQUIPMENT AND CAFÉ FURNISHINGS**

### **1441 SCHILLING PL KITCHEN INVENTORY**

1-TRAULSEN two section pass-through hot food holding cabinet.



1-TRAUSEN two section reach in refrigerator.



1 IMPERIAL 4 burner and griddle.



1 UTILITY 2 drawer food warmer.



1 IMPERIAL 6 burner countertop char broiler gas broiler.



2 IMPERIAL fryer gas.



1 JADE RANGE countertop griddle gas.



1 BEVERAGEAIR 2 door refrigerated salad/sandwich prep table.



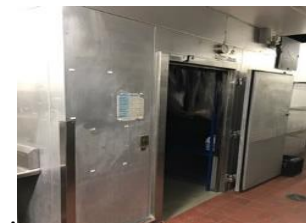
1 CONTINENTAL REFRIGERATOR 2 door front sandwich/salad.



1 WELLS 5 pan drop-in hot food well-infinite control.



1 PACIFIC COOLER walk-in Cooler



1 HOBART mixer



1 HOBART 2 position manual automatic food meets slicer.



1 CLEVELAND Power Pan open base tilt skillet.



1 IMPERIAL 6 Burner one convection oven.



1 MARKET FORGE pressure less steam cooker.





1 HOBART double stack oven.



1 FOLLETT ice bin with lift-up door.



1 MANITOWOC ice cube machine head with air cooled.



1 MANITOWOC ice dispenser with water valve.



4 Restaurant Hood System with makeup-air.



1 HOBART pass thru dish machine.





1 Dish Carrousel

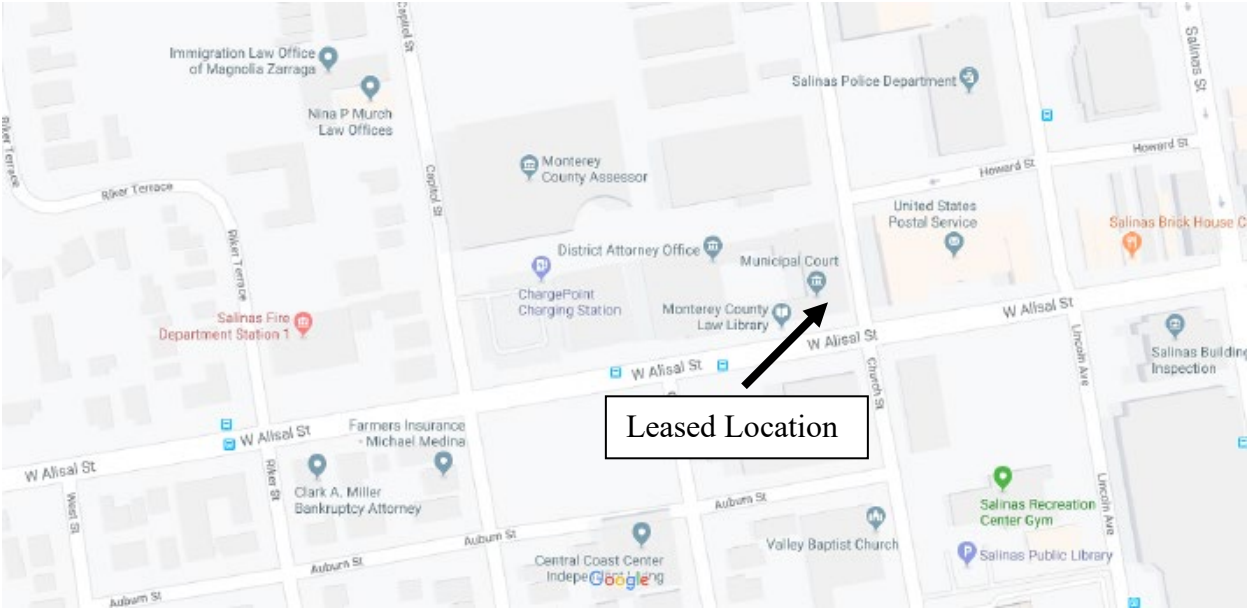
END OF EQUIPMENT LIST



## Attachment C

**Attachment C - LOCATION MAP**

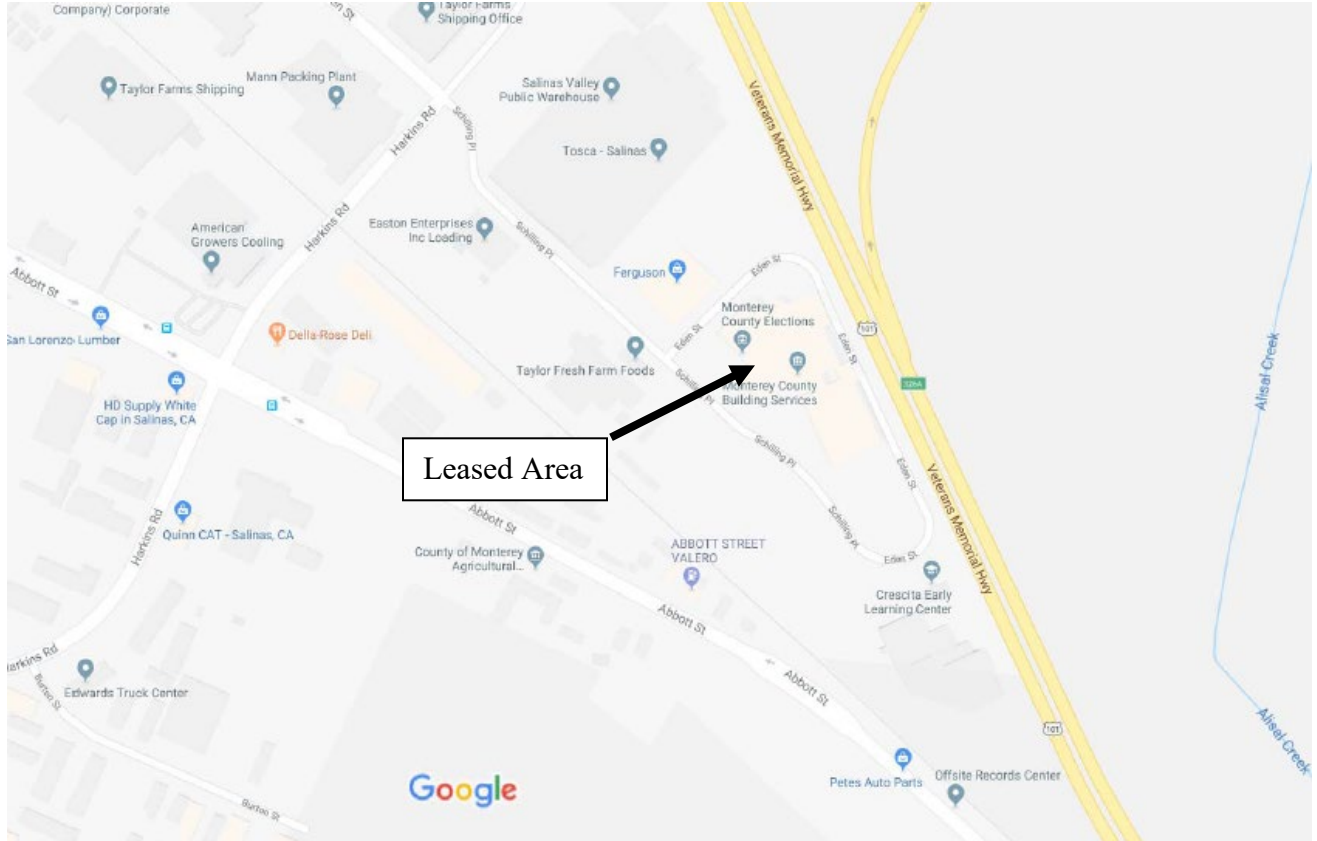
**Jo's Café**  
Located at  
**142 West Alisal Street, Salinas, California**



# Attachment D

## Attachment D - LOCATION MAP

**Schilling Place Café**  
Located at  
**1441 Schilling Place, First Floor, Salinas, California**



## Attachment E

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## **SOLE SOURCE/SOLE BRAND JUSTIFICATION**

### **OVERVIEW:**

Contracts/Purchasing recognizes that departments often invest a great deal of time and effort in selecting a source or brand, prior to submitting a requisition to Purchasing. Even though the department's review process prior to the submittal of a requisition may be sound, departments may unknowingly discourage free and open competition by requesting a single vendor or product. Additionally, the County is bound by both federal and local laws as well as County Policies of which County Staff may be not be aware of. The lack of an effective means of communication between buyer and requesting departments can lead to both lost time in completing the requisition as well as possible adverse legal actions towards both the County and the requesting staff member. Purchasing can be an effective partner in a competitive review process given adequate time and involvement in your requirement definitions.

In an effort to expedite sole source/brand requisition requests through purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form and attach it to your requisition. If sole source/brand justification is warranted and accepted by Purchasing, the requisition will be processed for the sole source/brand as requested.

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Rather than merely a shift of the review process and burden, this process acknowledges the significant effort a department may undertake when identifying a vendor or brand, and provides you with the method by which to make your requisitioning efforts more efficient under sole source/brand conditions.

Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

In order for us to accept a request for sole source/brand the certification, the form referenced herein should be made a part of your justification and be signed by an authorized department representative. This certification will remain on file as part of your requisition package for audit purposes.

### **SOLE SOURCE PURCHASING:**

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing.



“Sole Source” purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County.

“Sole Source” purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

The designation of a “Sole Source” supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

### **PROCEDURE:**

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures. As such, our decision is final.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein. Please make copies of the Criteria for Sole Source/Brand form for your future use.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

**County of Monterey**  
**General Services- Contracts/Purchasing Division**  
**JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST**

Purchase Requisition Number     N/A     Date     10/08/2021    

Description of Item: To lease County concession areas at 1441 Schilling Place and 168 W Alisal Street.

1. Please indicate the following: N/A

Procurement: ☐ Goods  
☐ Services

(Check One)

X Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

2. Vendor Selection:

☐ Preferred Vendor  
X Sole Source

Vendor Name: ZAKO HK INC (VS\* 7843)  
Address: 328 BRITTANY ROAD City: SEASIDE State: CA 93955  
Phone Number: (510) 289-7242 Fax: ( )  
Contact Person: Wanjoong Kim Title: Secretary  
Email: [pfdcafe.schilling@gmail.com](mailto:pfdcafe.schilling@gmail.com)

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

Revised:  
March 1, 2006

- a) Why were product and/or vendor chosen?

ZAKO HK INC has been providing the food and beverage needs of all County visitors having business within the County Campus as well as employees working within the Campus since January 10, 2019. The County has chosen to terminate the current Agreement with PFD Management and to go out to bid for the service.

- b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

ZAKO HK INC has been providing healthy, affordable, and enjoyable food options for breakfast, lunch, and snacks for both County concession areas since January 10, 2019.

- c) Why are these specific features/qualifications required?

The County is asked to assure a reliable source of food service provided and made available within the referenced concession areas: 1441 Schilling Place and 142 West Alisal Street.

The goal of both the cafeteria at 1441 and Joe's Café at 142 West Alisal, is to provide healthy, affordable, and enjoyable food options for breakfast, lunch, and snacks. Along with serving County employee's campus-wide, it is anticipated that the Cafes will also receive patronage from County and State Departments within the facility, as well as visitors to the facility.

- d) What other products/services have been examined and/or rejected?

The County has chosen to terminate the Agreement with PFD Management without cause in 30 days.

ZAKO HK INC has agreed to enter into an Agreement with the County for a period not to exceed two years while the County goes out to bid formally to secure a vendor for the service.

- e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

The County conducted a formal solicitation that resulted in an Agreement with PFD Management for two concession areas: 1441 Schilling Place cafeteria since 2017 and 162 W Alisal, Jo's Cafe since 2018.

The County has chosen to terminate the current Agreement with PFD Management without cause in 30 days.

- f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

ZAKO HK INC is currently managing the daily operations for both County concession and has agreed to enter into an Agreement with the County for two years while a extensive solicitation is developing.

This arrangement ensures continuity of service for providing healthy, affordable, and enjoyable food options for breakfast, lunch, and snacks.

- g) Estimated Costs:

There are no direct costs to the County for the provided service.

4. Is there an unusual or compelling urgency associated with this project?

☒ No

☐ Yes (Please describe)

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**THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR**

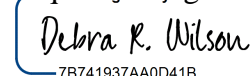
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I hereby certify that:

Revised:  
March 1, 2006

1. I am an approved department representative, and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

Requestor's Signature

  
7B741937AA0D41B...

10/11/2021 | 4:13 PM PDT

Date

Authorized Signature by Department Head

  
4BFB69CD28F4491...

10/12/2021 | 2:07 PM PDT

Date



# Monterey County

**Item No.45**

## Board Report

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

**Legistar File Number: MIN 21-083**

**November 16, 2021**

**Introduced:** 10/29/2021

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** Minutes

Approve the Monterey County Board of Supervisors Draft Action Meeting Minutes for the following meeting dates: Tuesday, April, 6, 2021, Wednesday, April 7, 2021, Tuesday, April 20, 2021, Tuesday, April 27, 2021, Tuesday May 4, 2021, Tuesday, May 11, 2021, Tuesday, May 18, 2021, Tuesday, May 25, 2021, Wednesday, June 2, 2021 and Thursday, June 3, 2021, Tuesday, June 15, 2021, Tuesday, June 22, 2021, Tuesday, July 13, 2021, Tuesday, July 20, 2021, Tuesday, July 27, 2021, Friday, July 30, 2021, Tuesday, August 24, 2021, Tuesday, August 31, 2021, Wednesday, September 8, 2021, September 14, 2021, Tuesday, September 21, 2021, Tuesday, September 28, 2021, Thursday, October 7, 2021, Tuesday, October 26, 2021, and Tuesday, November 2, 2021.

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, April 6, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer appeared via video conference with Les Girard, County Counsel and Valerie Ralph, Clerk of the Board who appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

Les Girard, County Counsel stated this morning the Clerk's office received a written Threat of Litigation from Andrew Sandoval regarding the Ad Hoc Hospitality Committee meeting with a demand to cure. He requests that since there is no Board of Supervisors meeting next week that this item be added to Closed Session.

Open for public comments; not comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to approve the additions and corrections to closed session.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado  
Employee Organization(s): All Units
    - (2) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado  
Employee Organization(s): Unit S
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel



regarding existing litigation:

(1) *Sonia Torres v. County of Monterey, et al.* (Monterey County Superior Court Case Number 19CV004323)

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

e. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

f. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment to the position of Natividad Medical Center Chief Executive Officer.

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

### **Public Comment**

Open for public comments; no public comments made.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer appeared via video conference with Les Girard, County Counsel and Valerie Ralph, Clerk of the Board who appeared in person.

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Bianza Zamora.

### **Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Add to Adjournment

To Adjourn in Memory of Leslie Gehres Girard and Josefina Aceves.

No vote needed.

**Ceremonial Resolutions**

Open for public comments; no public comments made.

2. Adopt Resolution designating the week of April 5-11, 2021 as “National Public Health Week” in Monterey County. (Supervisor Askew)

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to adopt Resolution No. 21-097 designating the week of April 5-11, 2021 as “National Public Health Week” in Monterey County. (Supervisor Askew)

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

3. Adopt Resolution Declaring Racism a Public Health Crisis in Monterey County and pledging to promote equity, inclusion and diversity in housing, employment, economic development, health care, and public safety in Monterey County. (Full Board - Supervisor Askew)

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to adopt Resolution No. 21-096 declaring Racism a Public Health Crisis in Monterey County and pledging to promote equity, inclusion and diversity in housing, employment, economic development, health care, and public safety in Monterey County. (Full Board - Supervisor Askew)

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

4. Adopt Resolution Proclaiming April 10-16, 2021 as the Week of the Young in Monterey County. (Full Board - Supervisor Lopez)

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to adopt Resolution No. 21-098 proclaiming April 10-16, 2021 as the Week of the Young in Monterey County. (Full Board - Supervisor Lopez)

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments, no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 13 through 16 excluding Item No. 15 which had a separate vote taken on it.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item Number 15, as amended, to:

Authorize the County Administrative Office to work with the County's federal legislators on potential earmark requests through the FY2022 appropriations and/or surface transportation reauthorization processes to advance Monterey County projects or programs and, as amended, to add in the following projects:

Innerlake Tunnel

Modifications of the Damns

Carmel CRFREE

Chualar Sidewalk Project

Predevelopment costs for affordable family housing development

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### General Public Comment

Open for general public comments for items not on today's agenda; no public comments made.

12:00 P.M. - Recessed to Lunch - Closed Session at 11:55 a.m.

1:30 P.M. - Reconvened at 1:48 p.m.

### Roll Called

Present: 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

### Staff Present

Charles McKee, County Administrative Officer appeared via video conference with Les Girard, County Counsel and Valerie Ralph, Clerk of the Board who appeared in person.

**Announcement of Interpreter**

Hector Guzman, Spanish Interpreter present and announced Spanish interpreter services.

**Budget Workshop**

5. County Administrative Officer Opening Statement.

Charles McKee, County Administrator Officer, via Zoom, made opening statements.

6. Receive the FY 2021-22 Board of Supervisors' Budget Workshop Presentation.

Dewayne Woods, Assistant County Administrative Officer and Ezequiel Vega, Budget Director from the Budget & Analysis Division, both via Zoom, presented via PowerPoint on the Budget Workshop.

**Public Comment**

Open for public comments; Bernie Gomez, Megan Matteoni, Briana Hernandez, Olivia Martinez, Luis Juarez, Veronica Miramontes, Airam Coronado, Alexis Magdaleno, Karlalob0, Diana Carrasco, Yajaira Garcia Meza, Lyvesha Franklin, Hector Calderon and Luis Olive, all via Zoom, commented.

**DEPARTMENTAL BUDGET PRESENTATIONS****Finance & Administration**

7. a. Assessor-County Clerk-Recorder  
Steve Vagnini, Assessor-County Clerk-Recorder from the Assessor's Office, via Zoom, presented via PowerPoint presentation.
- b. Auditor-Controller  
Rupa Shah, Auditor Controller from the Auditor's Office, via Zoom, presented via PowerPoint presentation.
- c. County Administrative Office  
Nick Chiulos, Assistant County Administrative Officer from the County Administrative Office, in person, presented via PowerPoint presentation.
- d. County Counsel  
Les Girard, County Counsel from the County Counsel Office, in person, presented via PowerPoint presentations.
- e. Treasurer-Tax Collector  
Mary Zeeb, Treasurer Tax Collector from the Tax Collector's office, via Zoom, presented via PowerPoint presentation.

**Public Safety/Criminal Justice**

8. f. Child Support Services  
Darrell McGowan, Director of Child Support Services from the Child Support Division, via Zoom, presented via PowerPoint presentation.
- g. District Attorney (Called out of order and at the end of these presentations)  
Jeannine Pacioni, District Attorney, from the District Attorney Office, via Zoom, via Zoom, presented via PowerPoint presentation.
- h. Emergency Communications  
Lee Ann Magoksi, Director of Emergency Communications, from the Emergency Communication Department, via Zoom, presented via PowerPoint presentation.
- i. Public Defender  
Susan Chapman, Public Defender and Rebecca Avila, Management Analyst I from the Public Defender's office, both via Zoom, presented via PowerPoint presentation.
- j. Sheriff's Office  
Sheriff Stephen Bernal and Undersheriff John Mineau from the Monterey County Sheriff's Department, both via Zoom, presented via PowerPoint presentation.

**Land Use & Environment**

9. k. Housing and Community Development  
Mike Novo, Management Specialist, from the Planning Department, in person, presented via PowerPoint presentation.

**Health & Human Services**

10. l. Health Department  
Elsa Jimenez, Director of Health from the Health Department, via Zoom, presented via PowerPoint presentation.
- m. Social Services  
Lori Medina, Director of Social Services from the Social Services Department, via Zoom, presented via PowerPoint presentation.

**Recreation & Education**

11. n. Public Works, Facilities, and Parks  
Randy Ishii, Director of the Public Works, Facilities and Parks Department, via Zoom, presented via PowerPoint presentation.

**Public Comment**

Open for public comments; Cesar Lopez, in person, MILPA Collective, and Rafeal Hernandez, via Zoom, commented.

**Further Board Discussion and Direction****Other Board Matters**

12. Receive an update on Referral No. 2021.03 Monterey County Hospitality and Travel Worker Right-to-Recall Ordinance and provide appropriate direction.

Chris Donnelly, Executive Director, from the Workforce Development Board and Janet Holmes, Deputy County Counsel, from the County Counsel's office, both via Zoom, presented via PowerPoint presentation.

Open for public comments; Hector (last name inaudible), Angelica Valdez, Joaquin Benitez, Sergio Garcia with the assistance of the Spanish Interpreter Hector Guzman, Cesar Lara, all in person, Sarah McDermott, David Bindel, Kevin Dayton, Peter Mounteer, Tim Luke, Sean Damery, Jorge Zapata, Chris Somers, David Stivers, Marietta Bain, and JR Devera, all via Zoom, commented.

Upon consensus the Board:

Received an update on Referral No. 2021.03 Monterey County Hospitality and Travel Worker Right-to-Recall Ordinance and directed the matter back to the Hospitality Ad Hoc Committee to study this more and bring back to the Board at a later time.

**Read Out from Closed Session by County Counsel****CLOSED SESSION REPORT:**

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.

The Board took no reportable actions on items 1.a.

- b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado

Employee Organization(s): All Units

(2) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado

Employee Organization(s): Unit S

The Board took no reportable actions on items 1.b. (1)(2).

- c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Sonia Torres v. County of Monterey, et al. (Monterey County Superior Court Case Number 19CV004323)

The Board took no reportable actions on items 1.c. (1).

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.d.

e. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

The Board did not address this issue and will continue it to Wednesday, April 7, 2021 at 1:30 p.m.

f. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment to the position of Natividad Medical Center Chief Executive Officer.

The Board did not address this issue and will continue it to Wednesday, April 7, 2021 at 1:30 p.m.

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

The Board did not address this issue and will continue it to Wednesday, April 7, 2021 at 1:30 p.m.

h. Threat of Litigation from Andrew Sandoval regarding the Ad Hoc Hospitality Committee meeting with a demand to cure. (Added via Additions and Corrections)

The Board took no reportable actions on items 1.h.

Open for public comments, no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to continue closed session Items e., f. and g. to Wednesday, April 7, 2021, at 1:30 p.m.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### Adjourned

The meeting was recessed in Memory of Ryan Sparks, Leslie Gehres Girard and Josefina Aceves at 8:45 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH  
CLERK OF THE BOARD  
APPROVED ON** \_\_\_\_\_



**Supplemental Sheet, Consent Calendar****Health Department**

13. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 9 to Mental Health Services Agreement A-13221 with Interim, Inc. for residential and outpatient mental health services to adult residents of Monterey County to reallocate funds among several programs effective December 1, 2020 and to increase the rate for Adult Crisis Residential Services effective February 1, 2021, with no changes to the current FY 2020-21 total annual Agreement amount of \$15,907,386.

**Approved - Agreement No.: A-13221; Amendment No. 9**

**General Government**

14. a) Approve and authorize the Director of the Information Technology Department to execute a Non-Disclosure Agreement, and non-standard Agreement with Trimarc Security LLC for consulting services to conduct Active Directory Security Assessment of the production Active Directory environment for the term of April 1, 2021 to June 30, 2021 in the amount not to exceed \$42,250; and  
b) Authorize the Director of the Information Technology Department to execute documents and a Non-Disclosure Agreement as are necessary to implement the agreement with Trimarc Security LLC; and  
c) Accept non-standard contract provisions as recommended by the Director of Information Technology; and  
d) Authorize the Director of Information Technology to sign up to two (2) amendments to this Agreement, extending the term if needed, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.

**Agreement No.: A-15155**

15. Authorize the County Administrative Office to work with the County's federal legislators on potential earmark requests through the FY2022 appropriations and/or surface transportation reauthorization processes to advance Monterey County projects or programs.

**Approved**

16. a. Approve and authorize the Contracts/Purchasing Officer or his designee to sign a one-year Facility Use Agreement with Velocity International, LLC, to sanction, produce and hold a vintage racing event at WeatherTech Raceway Laguna Seca on November 11-14, 2021 for a base fee of \$200,000 effective from the date of approval through November 16, 2021; and  
b. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$20,000) of the agreement amount and do not significantly change the scope of work.

Agreement No.: A-15156

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Wednesday, April 7, 2021**

**1:30 PM**

**Special Meeting**

## **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*

**1:30 p.m. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew and Supervisor John M. Phillips appeared in person and Supervisor Chris Lopez, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer appeared via video conference with Les Girard, County Counsel and Valerie Ralph, Clerk of the Board who appeared in person.

**Additions and Corrections**

There were no additions and corrections for the agenda.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Lisa Griffin Burns.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

1.
  - a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
  - b. Provide direction to staff to address COVID-19

Nick Chiulos, Assistant County Administration Officer will make opening remarks with the additional presenters:

Kristy Michie, Assistant Bureau Chief, via Zoom, from the Health Department presented on the local/state metrics, testing and vaccinations (supply, distribution and clinics) via PowerPoint presentation.

Elsa Jimenez, Director of Health from the Health Department and Kim Stemler, Project Manager for Testing and Vaccination Coordination, both via Zoom, presented via PowerPoint presentation.

Dan Baldwin, Executive Director for the Community Foundation, via Zoom, presented via PowerPoint presentation.

Open for public comments; no public comments made.

Upon consensus the Board:

- a. Received a briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report); and

**b. Provided direction to staff to address COVID-19**

- 2.**
  - a. Receive an update on the County contribution of \$4,989,651 ("County Funding") to the Community Foundation for Monterey County ("CFMC") for distribution to the CFMC's sub-grantees who are implementing the Virus Integrated Distribution of Aid Project (VIDA), formerly known as the Community Outreach and Education Pilot Project ("Pilot Project"), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and
  - b. Approve the proposed reallocation of funding, as described in Attachment A, for VIDA, in accordance with the budget categories and line items previously approved by the Board of Supervisors on December 21, 2020; and
  - c. Approve the allocation of any remaining funds, following the proposed reallocation of County Funding, as Contingency Funds; and
  - d. Approve and authorize the County Administrative Officer or Assistant County Administrative Officer to approve the use by the CFMC of Contingency Funds in accordance with the budget categories and line items previously approved by the Board; and
  - e. Provide direction to staff as appropriate.

**Rosemary Soto, Management Analyst III from the County Administration Office and Michael Castro from the Community Foundation, both via Zoom, presented via PowerPoint presentation.**

**Open for public comments; Andrea Manzo, via Zoom, commented.**

**Due to technical difficulties the meeting recessed at 3:06 p.m. to reconvene at 3:10 p.m.**

**A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips, as amended, with Supervisor Wendy Root Askew, voting no to:**

- a. Receive an update on the County contribution of \$4,989,651 ("County Funding") to the Community Foundation for Monterey County ("CFMC") for distribution to the CFMC's sub-grantees who are implementing the Virus Integrated Distribution of Aid Project (VIDA), formerly known as the Community Outreach and Education Pilot Project ("Pilot Project"), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and**
- b. Approve the proposed reallocation of funding, as described in Attachment A, for VIDA, in accordance with the budget categories and line items previously approved by the Board of Supervisors on December 21, 2020; and**
- c. Provided direction to staff as appropriate.**

**Motion carried 4 to 1**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: NAY**

3.
  - a. Briefing and update on homelessness in Monterey County, including an overview, definitions, current strategies, and identifying barriers to ending homelessness (verbal report); and
  - b. Provide direction to staff on next steps.

**Nick Chiulos, Assistant County Administrative Officer made opening remarks with the additional presenters:**

**Chair Supervisor Wendy Root Askew**

**Charles McKee, County Administrative Officer**

**Lori Medina, Director of the Department of Social Services**

**Elsa Jimenez, Director of the Monterey County Health Department**

**Michael Lisman, Deputy Director of the Monterey County Behavioral Health**

**Melanie Beretti, Manager from the Housing Community and Development Department**

**Roxanne Wilson, Executive Director from CHISPA**

**Supervisor Luis Alejo, Leadership Council**

**Donna Smith, Office of Education**

**Lauren Suwansupa, Community Affiliation Manager from Department of Social Services**

**Patricia Zerounian, Management Analyst III from the Health and Social Services**

**John Thornburg, Chief Deputy from the Monterey County Sheriff's Office**

**Anastacia Wyatt, Program Manager from the Housing Community and Development Department**

**Bill Litt, Deputy County Counsel from the County Counsel's Office**

Open for public comments; no public comments made.

Upon consensus the Board received a:

- a. Briefing and update on homelessness in Monterey County, including an overview, definitions, current strategies, and identifying barriers to ending homelessness (verbal report); and
- b. Provided direction to staff on next steps.

### **Recessed back into Closed Session**

The meeting was recessed back into closed session by Chair Supervisor Wendy Root Askew and will adjourn from there.

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, April 20, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado  
Employee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) Sandra Ramirez (Worker's Compensation Appeals Board case no. ADJ10987909)
    - (2) Blas Chavarria (Worker's Compensation Appeals Board case no. ADJ12878593)
    - (3) Veronica Caguioa (Worker's Compensation Appeals Board case no. ADJ12703999)
    - (4) Veronica Caguioa (Worker's Compensation Appeals Board case no. ADJ12269598)
    - (5) Veronica Caguioa (Worker's Compensation Appeals Board case no. ADJ12704531)
    - (6) Jacqueline Zhang v. County of Monterey, et al. (Court of Appeal 9th District, case no. 18-15955/United State District Court, case no. 17CV00007)
    - (7) Save Our Peninsula Committee v. County of Monterey, et al. (Monterey County Superior Court case no. M110694)
  - d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of



litigation.

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

### **Public Comment**

Open for public comments; no public comments made.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Lacey Raak.

### **Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Correction to the Natividad Medical Center Consent

Item No. 34 is in receipt of a revised Board Report.

Item No. 35 is being requested to be pulled from the agenda by the department to be brought back at a later time.

Correction to the Public Works, Facilities and Parks

Item No. 75 is in receipt of a revised Board Report.

### **Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to adopt

**Ceremonial Resolutions 2 through 10.****Roll call vote taken pursuant to Government Code 54953:****Supervisor Alejo: AYE****Supervisor Phillips: AYE****Supervisor Lopez: AYE****Supervisor Adams: AYE****Chair Supervisor Root Askew: AYE**

2. Adopt proclamation, proclaiming the Week of April 18- April 24, 2021 as National Crime Victims' Rights Week in Monterey County. (Full Board - Supervisor Wendy Root Askew)

**Adopted Resolution No. 21-104**

3. Adopt Resolution commending Maria E. Cuellar for her dedicated service of forty-two years to the County of Monterey upon her retirement. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-103**

4. Adopt Resolution Commending Sergeant Carol White upon her retirement after 29 years of service with the Monterey County Sheriff's Office. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-107**

5. Adopt Resolution recognizing April 11 through April 17, 2021 in Monterey County as Public Safety Dispatchers Week. (Full Board - Supervisor Askew)

**Adopted Resolution No.: 21-106**

6. Adopt Resolution Commending Deputy Steven Sinor upon his retirement after 22 years of service with the Monterey County Sheriff's Office. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-099**

7. Adopt Resolution Commending Peter Collazo upon his Retirement after 16 Years of Service with the Monterey County Sheriff's Office. (Full Board - Supervisor Askew)

**Adopted Resolution No.: 21-105**

8. Proclaim the month of April 2021 as "Monterey County Earth Awareness Month" in Monterey County and call upon residents, as well as public and private organizations, to participate in Clean-Up Day events in the cities and unincorporated areas throughout the County. (Full Board - Supervisor Askew)

**Adopted Resolution No.: 21-100**

9. Adopt resolution honoring Fernando Suarez upon his retirement from the City of King Public Works Department after nearly forty years of dedicated public service. (Full Board - Supervisor Lopez)

**Adopted Resolution No.: 21-101**

10. Adopt resolution recognizing Soledad Police Department K-9 Huro upon his retirement from the

Soledad Police Department after nearly five years of dedicated public service. (Full Board - Supervisor Lopez)

**Adopted Resolution No.: 21-102**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez seconded by Supervisor John M. Phillips to appoint/reappoint Appointments 11 through 20.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: Not present when Roll Call vote was called on

Chair Supervisor Root Askew: AYE

11. Reappoint Kevin Healy to the Housing Authority of Monterey County, with a term ending date of April 1, 2025. (Supervisor Phillips)

**Reappointed**

12. Reappoint Sylvia Valdez to the Castroville Cemetery District, with a term ending date of March 30, 2023. (Supervisor Phillips)

**Reappointed**

13. Appoint Wesley Haye to the Veterans Issues Advisory Committee, with a term ending date of April 20, 2022. (Full Board)

**Appointed**

14. Appoint Gregory C. Allen to the Behavioral Health Commission, with a term ending date of May 31, 2024. (Full Board)

**Appointed**

15. Appoint Nat Rojanasathira to the Veterans Issues Advisory Committee, with a term ending date of April 20, 2022. (Full Board)

**Appointed**

16. Appoint Jordy Romero to the Greenfield Memorial District, with a term ending date of November 30, 2025. (Supervisor Lopez)

**Appointed**

17. Appoint Martin Saldana to the Greenfield Memorial District, with a term ending date of November 30, 2025. (Supervisor Lopez)

**Appointed**

18. Reappoint Harry Robin to the Emergency Medical Care Committee, with a term ending date of June 30, 2022. (Full Board)

**Reappointed**

19. Reappoint Jodi Schaffer to Emergency Medical Care Committee, with a term ending date of June 30, 2021. (Full Board)

**Reappointed**

20. Appoint Jonathan Wizard to the Housing Advisory Committee with a term ending date of April 27, 2023. (full board)

**Appointed****Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Bernie Gomez, Mikhail Reyes, and Karla Lopo, via Zoom, and Jim Lipe, in person, commented on Item No.'s 51, 52 and 53; John Farrow and Karla Lopo, via Zoom, and Jim Lipe, in person, commented on Item No. 70

Supervisor Luis A. Alejo and Supervisor Wendy Root Askew made comments on Item No. 51.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item Numbers 33 through 76 excluding Item No. 35 which was pulled from the agenda via additions and corrections and Item No.'s 51, 52, 53, 69 and 70 which separate votes were taken on.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to approve Consent Calendar Item Numbers 51, 52 and 53.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo, as amended, with Supervisor Mary L. Adams abstaining, to approve Consent Calendar Item Number 69.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: ABSTAIN  
Chair Supervisor Root Askew: AYE

Motion carried 4 to 1

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez, as amended, with Supervisor Mary L. Adams and Supervisor Wendy Root Askew, voting no, to approve Consent Calendar Item Number 70.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: NAY  
Chair Supervisor Root Askew: NAY

Motion carried 3 to 2

### **Other Board Matters**

#### **21. Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4231](http://monterey.granicus.com/EditFile.php?clip_id=4231)

#### **22. County Administration Officer Comments and Referrals**

Charles McKee, County Administrative Officer shared there is one new referral:

Supervisor Luis A. Alejo: Referral 2021.07 The referral seeks a resolution simply expressing interest in a possible viability study to establish a Central Coast Public Bank encompassing the counties of Santa Cruz, Monterey, San Benito, San Luis Obispo and Santa Barbara.

Open for public comments; Bill Lipe, in person, commented.

Assistant County Administrative Officer's comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4231](http://monterey.granicus.com/EditFile.php?clip_id=4231)

#### **23. General Public Comments**

Open for general public comments for items not on today's agenda; Sonya Gomez with the assistance of the Spanish Interpreter Jocelyn Martinez, Rosa (no last name provided) with the assistance of the Spanish Interpreter Jocelyn Martinez, gentleman no name provided, and Jim Lipe commented, all in person; Nina Beety, Robert Roach and Irene Zenk commented via Zoom.

### **10:30 A.M. - Scheduled Matters**

24. a. Provide input to staff on options for a Hospitality right-to-recall ordinance; and  
b. Introduce waive reading and adopt a “Hospitality Worker Right-to-Recall” Urgency Ordinance for the Unincorporated Areas of Monterey County

Les Girard, County Counsel from the County Counsel office, in person, presented via PowerPoint presentation.

Open for public comments; Gentleman (name inaudible), Jacklyn Simmon, Gladys Mejia, Woman (name inaudible) assisted by Jocelyn Martinez, Spanish Interpreter, Hector Garcia, assisted by Jocelyn Martinez, Spanish Interpreter, Albert Navarro, assisted by Jocelyn Martinez, Spanish Interpreter,

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew with Supervisor John M. Phillips, voting no, to:

- a. Provide input to staff on options for a Hospitality right-to-recall ordinance; and  
b. Introduce waive reading and adopt a “Hospitality Worker Right-to-Recall” Urgency Ordinance for the Unincorporated Areas of Monterey County

Motion carried 4 to 1

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: NAY

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

25. Receive a Presentation by the Civil Rights Office on Mandatory Harassment and Discrimination Prevention Training and Civil Rights Training.

Matter to be continued to another date, to be determined by the Department, due to time constraints.

**12:00 P.M. - Recessed to Lunch back into Closed Session**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

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

**Matter continued to next week's agenda on Tuesday, April 27, 2021 due to time constraints.**

27. a. Consider options for a Monterey County COVID-19 Funeral and Burial Assistance Program (*Board Referral No. 2021.04*); and,  
b. Provide direction to staff.

**Justin Lin, Emergency Services Planner from the County Administrative Office, via Zoo presented via PowerPoint presentation.**

**Open for public comments; Karla Lobo, via Zoom, commented.**

**A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez with Supervisor Wendy Root Askew voting no, to:**

- a. Select Option 1 for a Monterey County COVID-19 Funeral and Burial Assistance Program (Board Referral No. 2021.04); and,  
b. Directed staff to develop a preliminary program with a cap up to \$500,000 and benefit up to \$9000 for low income families (low income families are based off a range) for those that lost a loved one due to COVID; those that have received FEMA assistance will not be eligible for the County's local program; staff to include a start and end time of December 31, 2022 and also include the cost of staff's time and resources to build this program. Staff was directed to bring back the drafted preliminary program for the Board's further review and consideration.

**Motion carried 4 to 1**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: NAY**

28. Receive the Monterey County Sheriff's Office Fiscal Year 2021-22 Requested Budget.

**Sheriff Stephen Bernal and Undersheriff John Mineau both from the Monterey County Sheriff's Office, via Zoom, presented via PowerPoint presentation.**

**Open for public comments; Jack Knowles, Cesar Lara, Bernie Gomez, Alec Barton, Karla Lobo, Alex Magdaleno, Airam Coronado, Lupita Alondra Aguilar, Juan Gomez, Omar (no last name provided), Karen from MILPA Collective, Karen Araujo, and Lyuesha Franklin, all via Zoom, commented.**

**Upon consensus the Board:**

**Received the Monterey County Sheriff's Office Fiscal Year 2021-22 Requested Budget.**

29. **PLN190349 - Sanders Family Vineyard LLC**

Public hearing to consider a Lot Line Adjustment between two (2) legal lots, transferring approximately 70 acres from Parcel 1 (Assessor's Parcel Number 422-311-009-000; approximately 160 acres before the adjustment) to Parcel 2 (Assessor's Parcel Number 422-081-064-000; approximately 160 acres before the adjustment), resulting in two (2) parcels of approximately 90 acres (adjusted Parcel 1) and approximately 230 acres (adjusted Parcel 2).

**Project Location:** 48251 Lockwood-Jolon Road, Lockwood, South County Area Plan

**Proposed California Environmental Quality Act (CEQA) Action:** Categorically Exempt per Section 15305(a) of the CEQA Guidelines

**Staff is requesting a continuance from April 20, 2021 to the next available Board of Supervisors hearing date of Tuesday, May 4, 2021, to allow additional time for preparation of the necessary documents.**

**Open for public comments; Edwin Rambuski, via Zoom, commented.**

**A motion was made by Supervisor Wendy Root Askew, seconded by supervisor Chris Lopez to continue this matter the Tuesday, May 4, 2021:**

**PLN190349 - Sanders Family Vineyard LLC**

**Public hearing to consider a Lot Line Adjustment between two (2) legal lots, transferring approximately 70 acres from Parcel 1 (Assessor's Parcel Number 422-311-009-000; approximately 160 acres before the adjustment) to Parcel 2 (Assessor's Parcel Number 422-081-064-000; approximately 160 acres before the adjustment), resulting in two (2) parcels of approximately 90 acres (adjusted Parcel 1) and approximately 230 acres (adjusted Parcel 2).**

**Project Location:** 48251 Lockwood-Jolon Road, Lockwood, South County Area Plan

**Proposed California Environmental Quality Act (CEQA) Action:** Categorically Exempt per Section 15305(a) of the CEQA Guidelines

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 30.** Authorize the Chair of the Board of Supervisors to sign an Agricultural Buffer Easement Deed (Deed) establishing an agricultural buffer on lands owned by Montana Skies LLC (Grantor), to protect agricultural lands surrounding the area annexed to the City of Greenfield (Mira Monte; LAFCO Resolution No. 19-08) and direct the Clerk of the Board to record said Deed with the County Recorder's Office subject to the submittal of the applicable recording fees from Grantor.

**Craig Spencer, Manager from the Housing Community and Development Department, via Zoom, verbally presented.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to: Authorize the Chair of the Board of Supervisors to sign an Agricultural Buffer Easement Deed (Deed) establishing an agricultural buffer on lands owned by Montana Skies LLC (Grantor), to protect agricultural lands surrounding the area annexed to the City of Greenfield (Mira Monte; LAFCO Resolution No. 19-08) and direct the Clerk of the Board to record said Deed with the County Recorder's Office subject to the submittal of the applicable recording fees from Grantor.**



Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

31. Public hearing to consider accepting the 2020 Annual Report pursuant to the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program (REF210003).  
**CEQA Action:** Not a Project per California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5).

**Planning File No:** REF210003

**Project Location:** Countywide

Public hearing commenced.

Mary Israel, Senior Planner from the Housing Community and Development Department, via Zoom, presented via PowerPoint presentation.

Open for public comments; Mike (no last name provided), via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to have a:

Public hearing to consider accepting the 2020 Annual Report pursuant to the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program (REF210003) adopting Resolution No. 21-108.

**CEQA Action:** Not a Project per California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5).

**Planning File No:** REF210003

**Project Location:** Countywide

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

32. Consider adoption of an ordinance to amend Chapter 16.10 of the Monterey County Code to prohibit unauthorized metal detection activity on the former Fort Ord in the unincorporated area of Monterey County [REF200039 - Metal Detection Prohibition].

**Proposed CEQA Action:** Categorically exempt per CEQA Guidelines section 15308.

Jackie Nickerson, Management Analyst from the Housing Community and Development Department, via Zoom, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:  
Adopt Ordinance No. 5364 to amend Chapter 16.10 of the Monterey County Code to prohibit unauthorized metal detection activity on the former Fort Ord in the unincorporated area of Monterey County [REF200039 - Metal Detection Prohibition].

**Proposed CEQA Action:** Categorically exempt per CEQA Guidelines section 15308.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT:**

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.

The Board took no reportable actions on items 1.a.

b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado

Employee Organization(s): All Units

The Board took no reportable actions on items 1.b.(1)

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Sandra Ramirez (Worker's Compensation Appeals Board case no. ADJ10987909)

(2) Blas Chavarria (Worker's Compensation Appeals Board case no. ADJ12878593)

(3) Veronica Caguioa (Worker's Compensation Appeals Board case no. ADJ12703999)

(4) Veronica Caguioa (Worker's Compensation Appeals Board case no. ADJ12269598)

(5) Veronica Caguioa (Worker's Compensation Appeals Board case no. ADJ12704531)

(6) Jacqueline Zhang v. County of Monterey, et al. (Court of Appeal 9th District, case no.

18-15955/United State District Court, case no. 17CV00007)

(7) Save Our Peninsula Committee v. County of Monterey, et al. (Monterey County Superior Court case no. M110694)

The Board took no reportable actions on items 1.c.(1)(2)(3)(4)(5)(6)(7)

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.d.

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

The Board took no reportable actions on items 1.e.

One remaining matter item on closed session will be continued to next week.

**Adjourned**

The meeting was adjourned in Memory of Dennis Caprara at 6:06 p.m. by Chair Supervisor  
Wendy Root Askew

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON** \_\_\_\_\_

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

33. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Health Care Interpreter Network (HCIN) for shared interpreter services at NMC for an amount not to exceed \$265,000 with an agreement term July 1, 2021 through June 30, 2024.

**Approved - Agreement No.: A-15157**

34. It is recommended the Board of Supervisors:  
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement an additional three (3) month period (March 1, 2021 through May, 31, 2021) for a revised full agreement term of September 23, 2014 through May 31, 2021.

**Approved - Agreement No.: A-12753; Amendment No.: 5**

35. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 1 to the agreement with The Greeley Company for Peer Review Assessment services, extending the agreement an additional one (1) year period (May 1, 2021 through April 30, 2022) for a revised full agreement term of January 1, 2020 through April 30, 2022, and adding \$24,000 for a revised total agreement amount not to exceed \$44,250.  
b. Approve the NMC Chief Executive Officer's recommendation to accept further non-standard indemnification provisions as per this renewal and amendment No. 1.

**Removed from agenda via additions and corrections**

36. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement with Nancy Lomeli dba Sal's Taxi for patient transportation services, extending the agreement an additional one (1) year period (May 31, 2021 through May 30, 2022) for a revised full agreement term of February 1, 2017 through May 30, 2022, and adding \$25,000 for a revised total agreement amount not to exceed \$150,000.

**Approved - Agreement No.: A-14907; Amendment No. 2**

37. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-13241) with Mission Linen Supply for linen processing services, extending the agreement an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full agreement term of July 1, 2016 through June 30, 2022, and adding \$540,000 for a revised total agreement amount not to exceed \$2,580,000.

**Approved - Agreement No.: A-13241; Amendment No.: 6**

38. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 1 to the agreement (A-12453) with ProVation Medical Inc.,

formerly known as Wolters Kluwer Health, Inc., for ProVation Order Sets, extending the agreement an additional five (5) year period (April 16, 2021 through April 15, 2026) for a revised full agreement term of April 15, 2013 through April 15, 2026, and adding \$172,594 for a revised total agreement amount not to exceed \$676,794.

b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$45,837) of the original cost of the agreement.

**Approved - Agreement No.: A-12453; Amendment No.: 1**

**39.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with One Workplace L Ferrari LLC dba Peninsula Business Interiors (PBI) for new office furniture and associated services at NMC for an amount not to exceed \$1,750,000 with an agreement term April 15, 2021 through April 14, 2026.

b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$175,000) of the original cost of the agreement.

**Approved - Agreement No.: A-15159**

### **Health Department**

**40.** a. Authorize the Director of Health or the Assistant Director of Health to execute Amendment No. 1 with ComplianceLine, LLC, for the provision of a compliance toll-free number reporting hotline, extending the term two (2) Fiscal Years, for a revised full term of May 01, 2019 to June 30, 2023, and increasing the Agreement amount by \$10,142 (FY 2021-22, \$5,071 and FY 2022-23, \$5,071), for a total Agreement amount not to exceed \$20,884; and

b. Approve and authorize the Health Director or Assistant Health Director to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$1,074.20) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No. A-14306; Amendment No. 1**

**41.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Agreement No. A-14497 with Natividad Medical Foundation (NMF) DBA Indigenous Interpreting+ for the provision of indigenous language translation services, extending the term three (3) years for an amended term of May 1, 2016 to June 30, 2024 and increase the total Agreement amount by \$45,000, for a total Agreement amount not to exceed \$95,000.

**Approved - Agreement No.: A-14497; Amendment No.: 2**

**42.** Ratify execution by the Director of Health of the COVIDNet Participation agreement between the California Department of Public Health and the County of Monterey Health Department, on behalf of the Public Health Laboratory for participation in the COVID Network of California Laboratories for SARS-CoV-2 Whole Genome Sequencing for the period of one year, beginning January 27, 2021.

**Approved - Agreement No.: A-14306**

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

**Adopted Resolution No. 21-109**

44. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement with Casa Pacifica Centers for Children and Families for the term retroactive to January 25, 2021 through June 30, 2023 for the provision of Short-term Residential Therapeutic Program and mental health services in the amount of \$558,786 for Fiscal Year (FY) 2020-21, \$1,126,020 for FY 2021-22, and \$1,143,024 for FY 2022-23, for a total Agreement amount not to exceed \$2,827,830; and
- b. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to this Agreement where the amendments that do not exceed ten percent (10%) (\$282,783) of the original Agreement amount and do not significantly change the scope of services.

**Approved - Agreement No.: A-15160**

45. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 6 to Mental Health Services Agreement A-13251 with Lakemary Center to extend the term for one (1) additional fiscal year for a revised term of February 1, 2016 through June 30, 2022, and add \$682,550 of additional services for a revised total Agreement amount not to exceed \$2,702,649.

**Approved - Agreement No.: A-13251; Amendment No.: 6**

46. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-14355 with Seneca Family of Agencies dba Kinship Center to add \$766,897 of additional services, for a revised total Agreement amount not to exceed \$13,322,616 for the same term July 1, 2019 to June 30, 2022.

**Approved - Agreement No.: A-14355; Amendment No.: 2**

**Department of Social Services**

47. a. Approve and authorize the Director of the Department of Social Services to sign a zero cost Memorandum of Understanding between the Monterey County Department of Social Services and the Coalition of Homeless Service Providers for the purpose of participating in a multi-county collaborative demonstration project to address youth homelessness for the period April 20, 2021 through July 30, 2023; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as the amendments do not encompass payments or significantly change the scope of work.

**Approved - Agreement No.: A-15161**

48. a. Approve and authorize the Director of the Department of Social Services to sign in tandem Amendment #1 to Agreement 5010-60, with the Alisal Unified School District to provide congregate

meals to seniors in Salinas by adding \$21,334 for the period July 1, 2020 through June 30, 2021 for a revised total Agreement amount not to exceed \$106,334; and

b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$10,633) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15162**

- 49.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to Agreement A-13981 with Learning Time, Inc., to add educational assessments and advocacy for CalWORKs customers to the Scope of Services and to add \$440,000.00 to the contract total for a total not to exceed amount of \$950,000.00 for the period July 1, 2018 through June 30, 2023; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) additional amendments to this agreement where the total amendments do not exceed 10% (\$95,000 of the total contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-13981; Amendment No.: 1**

- 50.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to the Agreement with Community Software Group for software licensing and subscription fees with a term of April 29, 2020 through April 28, 2021, adding \$43,720 for a total not to exceed amount of \$66,134 and extending the term through April 30, 2023 with no change to the scope of services and nonstandard indemnification provisions; and
- b. Authorize the Director of the Department of Social Services to sign up to (3) amendments to this Agreement where the total amendments do not exceed 10% (\$6,614) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15164; Amendment No.: 1**

### **Criminal Justice**

- 51.** a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign the Non-Standard Enterprise FM Trust Lease Agreements for the acquiring of vehicles for the Monterey County Sheriff's Office, in the amount of \$505,000.00 for 13 vehicles for the full 4-year term of the lease. The initial \$104,000.00 down payment will be financed within the existing Sheriff's FY2020-21 Adopted Budget; and
- b. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign Individual Enterprise Lease Agreements for each of the 13 vehicles as necessary to provide vehicles for the MCSO, each Lease is 48 months from date of final signature.

**Continued to the Budget Committee for review**

- 52.** a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a non-standard agreement with Idemia Identity and Security USA, LLC for six (6) years from the

“Go-Live” date, in the amount of \$3,730,330.00 to replace existing servers for fingerprint data information sharing with the California Department of Justice; and utilize new cloud services for fingerprint data information sharing.

**Continued to the Budget Committee for review**

**53.**

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment #2, with Idemia Identity and Security USA, LLC in the amount of \$75,912.00 for a new not to exceed total of \$464,488.00 for the ongoing maintenance of livescan electronic fingerprint collection devices; and extend the agreement with a new term ending date of June 30, 2022; and

b. Approve and Authorize the Contracts/Purchasing Officer or Supervisor to sign up to two (2) future one (1) year amendments to the Agreement that do not significantly change the scope of work, and together do not add more than \$55,845.00 and \$58,637.00 respectively for a new not to exceed total of \$578,970.00.

**Continued to the Budget Committee for review**

#### **General Government**

**54.**

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Monterey County Agricultural Education, Inc. (MCAE), not to exceed \$50,000, to provide support of agricultural education efforts in Monterey County, and;

b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

**Approved - Agreement No.: A-15167**

**55.**

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Salinas Valley Fair (SVF) to provide support of agricultural education efforts in Monterey County not to exceed \$10,000, and;

b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

**Approved - Agreement No.: A-15168**

**56.**

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County Fair, through the 7th District Agricultural Association (MCF) to provide support of agricultural education efforts in Monterey County not to exceed \$10,000, and;

b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

**Approved - Agreement No.: A-15169**

**57.**

a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Monterey County 4-H Council (MC4H) not to exceed \$10,000, to provide support of agricultural education efforts in Monterey County, and;

b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.



**Approved - Agreement No.: A-15170**

58. Approve and authorize the Contracts/Purchasing Officer or designee to sign the Ergonomics Services Amendment No. 5 with Ergovera renewing the agreement to extend the time for performance to December 31, 2021 with no increase in value.

**Approved - Agreement No.: A-15154; Amendment No.: 5**

59. a. Approve and authorize the Assessor to enter into a renewed two (2) year agreement with the California Assessors' Association (a non-profit assoc.), Harold W. Bertholf, Inc. (a California Professional Corp (contractor), and the Participating Assessors' ("Participating Assessors") in Counties containing oil, gas and geothermal energy-producing properties, for a Petroleum & Geothermal Property Sales Study at an annual cost of \$990 per year for a two year term, retroactive to November 1, 2020 through and including October 31, 2022; and
- b. Accept and acknowledge the non-standard terms of the Agreement; whereas the terms of the Agreement provide greater protection to the County than the standard terms; therefore, the Agreement is not detrimental to Monterey County.

**Approved - Agreement No.: A-15171**

60. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Countywide Service Agreements to provide Human Resources Consulting Services based on the criteria set forth in RFP #10746. The agreements are between the County of Monterey and the fifteen (15) named vendors as follows: CPS HR Consulting, Berry Dunn, Evergreen Solutions, LLC, Jim Potterton, PhD, LLC, K. Johnsen Human Resources Consulting Services, Management Partners, MGT of America Consulting, LLC, People Development Systems, LLC, The Segal Group, Sloan Sakai Yeung & Wong, LLP, Switzer Associates Leading Solutions, Unleashing Leaders, Inc., and WBCP, Inc., on an as-needed basis for the initial term of five (5) years from April 1, 2021 through and including March 31, 2026. The aggregate amount over the term of all Agreements shall not exceed \$1,000,000, in accordance with the terms and conditions set within each Agreement; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute, after one year, similar additional Agreements for Human Resources Consulting Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate March 31, 2026; and
- c. Authorize the Contracts/Purchasing Officer to increase the cumulative "not to exceed" amount by up to 10% of the original aggregate amount of \$1,000,000, even if no additional Agreements are entered into.

**Approved - Agreement No.'s: A-15158, A-15172, A-15173, A-15174, A-15175, A-15176, A-15177, A-15178, A-15179, A-15180, A-15181, A-15182, A-15183, A-15184, and A-15185**

61. Approve and authorize the Contracts/Purchasing Officer or his designee to execute Amendment No. 1 to the County Standard Services Agreement with McCune Audio Video Lighting to provide public address system and circuit worker communications for the track and paddock at WeatherTech

Raceway Laguna Seca, for a revised term of October 15, 2020 through October 22, 2021, increasing the amount from \$60,000 to not to exceed \$179,000.

**Approved - Agreement No.: A-15187; Amendment No.: 1**

62. Approve and authorize the Contracts/Purchasing Officer or his designee to execute Amendment No. 2 to the Agreement with Choura Events (RFP No. 10703) for a Temporary Hospitality Structure at WeatherTech Raceway Laguna Seca reducing the annual lease payments from \$775,000 to \$387,000 for fiscal years 2021 and 2022.

**Approved - Agreement No.: A-14288; Amendment No. 2**

63. a. Approve a retroactive agreement and authorize the Contracts/Purchasing Officer or his designee to sign a County Standard Agreement with SmartWAVE Technologies, LLC to provide support for the Electronic Flagging System at WeatherTech Raceway Laguna Seca with a total not to exceed amount of \$150,000 retroactive to April 1, 2021 through December 31, 2023; and  
b. Authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$15,000) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15187**

64. Approve and authorize the Contracts/Purchasing Officer or his designee to execute Amendment No. 1 to the Agreement with IndyCar, LLC, cancelling the 2020 scheduled event at WeatherTech Raceway Laguna Seca and rescheduling to 2021 with no change to the original agreement dates and applying a \$600,000 payment from 2020 to the 2021 event sanction fee of \$1,500,000.

**Approved - Agreement No.: A-15188; Amendment No.: 1**

65. a. Approve and authorize the Contracts/Purchasing Officer to execute a non-standard agreement with eSkill for the purchase of a license for an online assessment software system to provide exams in the recruitment process for the term June 1, 2021 through June 30, 2022, in an amount not to exceed \$25,740.00; and  
b. Authorize the Contracts/Purchasing Officer to sign up to three (3) amendments to this agreement where the Amendments do not significantly change the scope of work or cause an increase in the agreement rates of more than ten percent (10%).

**Approved - Agreement No.: A-15189**

66. Adopt a Resolution to:  
a. Approve P-124 Monterey County COVID-19 Supplemental Paid Sick Leave Implementation Policy; and  
b. Direct the Auditor-Controller's Office to implement the Supplemental Paid Sick Leave in the Advantage HRM/Payroll system.

**Adopted - Resolution No.: 21-110**

67. Adopt Resolution to:

Authorize and direct the Auditor-Controller to amend the FY2020-21 Election's Adopted Budget by increasing appropriations and estimated revenue by \$800,000 (001-1410-8064-ELE001), financed by revenue from two separate grants authorized by Board Order October 13, 2020 and September 15, 2020, respectively. (4/5th vote required).

**Adopted - Resolution No.: 21-111**

**68.** Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of County Media Analyst as indicated in Attachment A;
- b. Amend the County Administrative Office Budget 1050-CAO004 Unit 8054 to allocate one (1) FTE County Media Analyst as indicated in Attachment A;
- c. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations by \$43,556 in the County Administrative Office 001-1050-CAO004-8054 financed by a decrease in appropriations in General Fund Contingencies 001-1050-CAO020-8034 as previously approved by the Board of Supervisors on Feb 9, 2021 (4/5ths vote);
- d. Authorize the Auditor-Controller's Office to incorporate approved appropriation and estimated revenue modifications to the FY 2020-21 Budget, and the County Administrative Office to reflect these approved changes in the FY 2021-22 Adopted Budget; and,
- e. Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

**Adopted Resolution No.: 21-112**

**69.** Approve and authorize the Contracts/Purchasing Officer or his designee to execute Amendment No. 1 to the Agreement with Sportscar Vintage Racing Association, for the Pro Trans Am and Vintage Festival events at WeatherTech Raceway Laguna Seca, cancelling the 2020 event and updating new terms and conditions for the 2021 event.

**Approved - Agreement No. A-14179, as amended; Amendment No. 1 (Need revised contract)**

**Approve and authorize the Contracts/Purchasing Officer or his designee to execute Amendment No. 1 to the Agreement with Sportscar Vintage Racing Association, for the Pro Trans Am and Vintage Festival events at WeatherTech Raceway Laguna Seca, cancelling the 2020 event and updating new terms and conditions for the 2021 event with an additional amendment of lowering the aggregate insurance from \$20,000,000 to \$10,000,000 as there will be no spectators at this event.**

**Housing and Community Development**

- 70.**
- 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
  - 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.

**Approved - Agreement No. A-15192 as amended**

**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.**

- 71.** a. Approve Amendment No. 1 to Agreement No. A-14785 with Regional Government Services Authority (RGS) to increase the not-to-exceed amount by \$50,000 for a total amount not to exceed of \$200,000, to enable RGS to continue to provide administrative and fiscal services to wind up the Fort Ord Reuse Authority's (FORA's) business affairs following FORA's dissolution, with no extension to the term of June 15, 2020 to June 30, 2021; and
- b. Authorize the County Administrative Officer to execute Amendment No. 1 to Agreement No. A-14785 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

**Approved - Agreement No. 14785; Amendment No. 1**

### **Public Works, Facilities and Parks**

- 72.** a. Approve Standard Agreement with Contract Sweeping Services, LLC to provide on-call and emergency street sweeping services for public roads and streets within the unincorporated areas of Monterey County pursuant to Request for Proposals (RFP) #10784, in a total amount not to exceed \$385,100, for a term of three (3) years beginning April 1, 2021 to March 31, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreement and future amendments to the Agreement where the amendments do not increase the approved Agreement amount.

**Approved - Agreement No.: A-15190**

- 73.** Adopt a resolution to authorize and direct the Auditor-Controller to amend the Fiscal Year 2020-21 Adopted Budget to:
- a. Increase appropriations by \$707,006 in Fund 402, Capital Projects Fund, Appropriation Unit

RMA014, for the Chiller Replacement Project-1200 Aguajito Road, Monterey, Project No. 4041, financed by an operating transfer in of \$707,006 from the Resource Planning Fund 478, Sub-Fund Building Improvement and Replacement (BIR), Appropriation Unit CAO047 (4/5th vote required); and

b. Increase appropriations and transfer \$707,006 from Resource Planning Fund 478, Sub-Fund BIR, Appropriation Unit CAO047, to Capital Projects, Fund 402, Appropriation Unit RMA014, on a reimbursement basis (4/5th vote required).

**Adopted Resolution No. 21-113**

- 74.** a. Award a contract to Midstate Barrier Inc., the lowest responsible bidder for the Countywide Guardrail Project, Project No. 1149, in the total amount of \$654,095; to replace existing guardrails to meet current State standards at seven (7) locations throughout the County;
- b. Approve the Performance and Payment Bonds executed and provided by Midstate Barrier Inc.;
- c. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$65,410, to provide funding for approved contract change orders;
- d. Authorize the Director of Public Works, Facilities and Parks to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and
- e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with the Plans and Special Provisions for the construction of Countywide Guardrail Project, Project No. 1149.

**Approved - Agreement No. A-15191**

- 75.** a. Receive an update on the Proposition 68 California Department of Parks and Recreation Statewide Park Development and Community Revitalization Program (SPP) Grant Application for San Lorenzo County Park; and
- b. Ratify the grant application submittal request for \$8.5 million in SPP competitive grant funding for the proposed project at San Lorenzo County Park.

**Approved**

- 76.** a. Approve and authorize the Department of Public Works, Facilities, & Parks (PWFP) to submit a grant application for up to \$140,000 in competitive grant funding from the California State Parks Department Division of Boating and Waterways for grant funds to purchase a replacement patrol vessel and trailer for marine enforcement and public safety patrols at Lake Nacimiento and Lake San Antonio in South Monterey County, California;
- b. Delegate the authority to the PWFP Director or designee to conduct all negotiations and sign and submit all documents which may be necessary for the completion of the Grant application.

**Approved**

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, April 27, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado  
Employee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:  
(1) *Martinez, Robert v. County of Monterey, et al.* (Monterey County Superior Court, Case No. 19CV002569)  
(2) *Collins, James v. County of Monterey Board of Supervisors, et al.* (U.S. District Court, Northern District Case No. 19CV01214NC)
  - d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
  - e. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment to the position of Natividad Medical Center Chief Executive Officer.

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

### **Public Comment**

Open for public comments; James Shaw, in person, commented.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Garland Thompson, Jr.

### **Announcement of Interpreter**

Omar Perez, Spanish Interpreter present and announced Spanish interpreter services.

### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Add to the Adjournment:

To Adjourn in Memory of Jim Albanese.

### **Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Wendy Root Askew , seconded by Supervisor Luis A. Alejo to adopt Ceremonial Resolution 1.1.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE



- 1.1. Adopt Resolution Welcoming Unaccompanied Minors to Monterey County, and Urging They Be Protected and That Comprehensive Wrap-Around Services Be Provided to Them. (Full Board - Supervisor Alejo) (ADDED VIA ADDENDA)

**Adopted Resolution No. 21-115**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez seconded by Supervisor Mary L. Adams to appoint/reappoint Appointments 2 through 6.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

2. Reappoint Florentino Arellano to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board)

**Reappointed**

3. Reappoint Harry B. Robins, Jr to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board)

**Reappointed**

4. Reconfirm appointment approved on Tuesday, March 16, 2021 to appoint Valerie Maturino Lopez to the Behavioral Health Commission, correcting term ending date to December 31, 2023. (Full Board)

**Reconfirmed**

5. Appoint Kathryn Eckert to the Children & Families Commission, with a term Pleasure of the Board. (Full Board)

**Appointed**

6. Appoint Rob Bernard to the South Monterey County Fire Protection District with a term ending date of December 27, 2024. (Full Board)

**Appointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; no public comments made.

Supervisor Mary L. Adams pulled Item No. 30 and 34 for comment, Supervisor Luis A. Alejo, pulled Item No.'s 23 and 25 for comments/questions and Supervisor Wendy Root Askew made

comments on Item No. 28 and asked in future Laguna Seca event items that come before the board to include noise levels in staff's Board Reports.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item Numbers 14 through 34 excluding Item No. 23 which a separate vote was taken on and Item No. 31 which was pulled from the calendar by the Department and to be brought back on Tuesday, May 4, 2021, for adoption due to the delay in publishing the ordinance in the newspaper.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Wendy Root Askew, with Supervisor Alejo voting no, to approve Consent Calendar Item Number 23, as amended, with the matter to be brought back to the Board, at a later time, with clarified deliverables.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: NAY

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### **Other Board Matters**

#### **7. Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4233](http://monterey.granicus.com/EditFile.php?clip_id=4233)

#### **8. County Administration Officer Comments and Referrals**

Charles McKee, County Administrative Officer stated there were no new referrals and made no comments.

#### **9. General Public Comments**

Open for general public comments for items not on today's agenda; no comments made.

### **10:30 A.M. - Scheduled Matters**

#### **10. *Preliminary Response to Board Referral No. 2020.22:***

- a. Consider proposed amendments to the Board Referral Process; and,
- b. Provide direction to staff as appropriate.

Charles McKee, County Administrative Officer, in person, from the County Administrative Office,

presented via PowerPoint presentation on the Preliminary Response to Board Referral No. 2020.22.

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

- a. Consider the proposed amendments to the Board Referral Process; and
- b. Provided direction to check in with the Supervisor(s) who requested the referral what the intent of the referral is, to contact the Supervisor(s) before the referral is closed, attach the original board referral to the board report in Legistar, address the current outstanding referrals on their status, check on any challenges each referral may be facing and have 6 month reviews.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

#### **12:00 P.M. - Recessed to Lunch**

#### **1:30 P.M. - Reconvened**

#### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew appeared in person and Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams, Supervisor Luis A. Alejo appeared via video conference

#### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

#### **Announcement of Interpreter**

Omar Perez, Spanish Interpreter present and announced Spanish interpreter services.

#### **1:30 P.M. - Scheduled Matters**

11.
  - a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
  - b. Provide direction to staff to address COVID-19

Nick Chiulos, Assistant County Administration Officer made opening remarks with the additional presenters:

Dr. Edward Moreno, Health Officer, via Zoom, from the Health Department presented on the local/state metrics, testing and vaccinations (supply, distribution and clinics) and CDPH guidance on gatherings via PowerPoint presentation.

Eric Chatham, IT Director from the IT Department, via Zoom, presented on the Emergency Broadband benefit program via PowerPoint presentation.

Open for public comment; no public comments made.

Upon consensus the Board received a:

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

12. a. Consider adoption of a Resolution amending Article I.E. of the Monterey County Master Fee Resolution effective July 1, 2021, to adjust fees relating to oversight and services provided by the Health Department's Environmental Health Bureau; and
- b. Provide direction to staff regarding waiver of certain fees for Fiscal Year 2021-2022 and provision of supplemental funding from the County's designated American Rescue Plan Act funds.

Elsa Jimenez, Health Director and Ric Encarnacion, Interim Environmental Health Director, both via Zoom, from the Health Department presented via PowerPoint presentation.

Open for public comments; Ricardo Diaz, Jr. and Barbara Martinez, both via Zoom, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew with Supervisor John M. Phillips voting no, to:

- a. Adopt Resolution No. 21- 122 amending Article I.E. of the Monterey County Master Fee Resolution effective July 1, 2021, to adjust fees relating to oversight and services provided by the Health Department's Environmental Health Bureau.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: NAY

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

Motion carried 4 to 1

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

- b. Direct staff to bring back a specific program that allows the use of American Rescue Plan Act funds to provide fee waivers to pandemic impacted businesses in Monterey County specifically restaurants, pools, body/tattoo parlors, retailers and grocery stores for the Board's consideration and action.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

13. Public hearing to receive and consider information on Coastal Hazards, including presentations from the California Coastal Commission, Monterey County Water Resources Agency and United States Bureau of Reclamation, Central Coastal Wetlands Group (Moss Landing Marine Labs), and the Association of

Monterey Bay Area Governments (AMBAG), and to provide direction to staff on preparation of climate hazard risk assessments and resiliency plans.

**Project Location:** Unincorporated County

**Proposed CEQA action:** Statutorily Exempt per CEQA Guidelines Section 15262.

Public hearing commenced.

Mike Novo, Management Specialist, via Zoom, from the Housing Community Development Department made brief opening remarks with additional presenters:

Kelsey Ducklow, Climate Change Analyst, via Zoom, from the California Coastal Commission presented via PowerPoint presentation.

Michael L Dietl and Ian Ferguson from the US Bureau of Reclamation California, both via Zoom, presented via PowerPoint presentation.

Ross Clark, Director of the Central Coast Wetlands Group, via Zoom, presented via PowerPoint presentation.

Heather Adamson, Director of Planning, Association of Monterey Bay Area Governments, via Zoom, presented via PowerPoint presentation.

Open for public comments; Eric Tynan, via Zoom, commented.

Upon consensus the Board:

Received and considered information on Coastal Hazards, including presentations from the California Coastal Commission, Monterey County Water Resources Agency and United States Bureau of Reclamation, Central Coast Wetlands Group (Moss Landing Marine Labs), and the Association of Monterey Bay Area Governments (AMBAG), and to provide direction to staff on preparation of climate hazard risk assessments and resiliency plans.

**Project Location:** Unincorporated County

**Proposed CEQA action:** Statutorily Exempt per CEQA Guidelines Section 15262.

#### Read Out from Closed Session by County Counsel

#### CLOSED SESSION REPORT

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.

The Board took no reportable actions on items 1.a.

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

The Board took no reportable actions on items 1.b.(1)

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Martinez, Robert v. County of Monterey, et al. (Monterey County Superior Court, Case No.

19CV002569)

(2) Collins, James v. County of Monterey Board of Supervisors, et al. (U.S. District Court, Northern District Case No. 19CV01214NC)

The Board took no reportable actions on items 1.c.(1)(2)

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.d.

e. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment to the position of Natividad Medical Center Chief Executive Officer.

The Board took no reportable actions on items 1.e.

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

The Board took no reportable actions on items 1.f.

**Adjourned**

The meeting was adjourned in Memory of Jim Albansee at 3:51 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH  
CLERK OF THE BOARD**

**APPROVED ON** \_\_\_\_\_

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

14. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the Professional Services Agreement with Soledad Community Health Care District for the provision of physician services at Soledad Medical Clinic for the period May 1, 2021 to June 30, 2024. There is no cost for this Agreement; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments that do not significantly change the scope of work.

**Approved - Agreement No.: A-15193**

15. a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Professional Services Agreement with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services at NMC the April 1, 2021 to March 31, 2023 for an amount not to exceed \$700,000 in the aggregate; and
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$70,000) of the original contract amount.

**Approved - Agreement No.: A-15194**

16. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Fourth Amendment to the Professional Services Agreement with The Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide pediatric hospitalist services and extending the term for three months (April 1, 2021 to June 30, 2021) for a revised full agreement term of February 1, 2016 to June 30, 2021, but not adding funds to the aggregate not to exceed amount.

**Approved - Agreement No.: A-13043; Amendment No.: 4**

17. 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.

**Approved - Agreement No.: A-13995; Amendment No. 2**

18. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 3 to the agreement (A-14865) with R1 RCM Inc. for billing and claim

denial appeal services, extending the agreement an additional one (1) year period (retroactive December 1, 2020 through November 30, 2021) for a revised full agreement term of December 1, 2015 through November 30, 2021, and adding \$50,000 for a revised total agreement amount not to exceed \$190,000.

**Approved - Agreement No.: A-14865; Amendment No. 3**

19. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 4 to the agreement (A-13473) with Gartner, Inc. for subscription-based access to information technology research services, extending the agreement an additional three (3) year period (April 1, 2021 through March 31, 2024) for a revised full agreement term of April 1, 2016 through March 31, 2024, and adding \$299,300 for a revised total agreement amount not to exceed \$759,000.

**Approved - Agreement No.: A-13473; Amendment No. 4**

20. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Medical Education Speakers Network for professional and medical speakers and course development services, with no change to the agreement term of April 1, 2020 through March 31, 2022, and adding \$100,000 for a revised total agreement amount not to exceed \$200,000.

**Approved - Agreement No.: A-15195; Amendment No. 1**

### **Health Department**

21. a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendment No. 1 with Joseph A. Ladouceur, DBA Rainbow Services, for the provision of providing odor removal services in Health Department Buildings, increasing the amount by \$56,000 for a total Agreement not to exceed \$146,000 and extending the term two (2) years for a revised term of July 1, 2019 through June 30, 2023; and
- b. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign up to two (2) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$9,000) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15196; Amendment No. 1**

### **Department of Social Services**

22. a. Approve and authorize the Director of the Department of Social Services to execute Amendment #4 to Agreement A-13851 with Central Coast Center for Independent Living to provide housing navigation and housing expenses for homeless individuals applying for disability benefits, adding \$185,042 for a revised total contract amount of \$800,967 for the period July 1, 2020 through June 30, 2021; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$80,967) of the contract amount and do not significantly change the scope of work.



**Approved - Agreement No.: A-13851; Amendment No. 4**

23. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Bay Area Community Services (BACS) to operate the Salinas Housing Advancement, Resource & Education (SHARE) Center, a homeless shelter and housing navigation center in the amount of \$442,448, for the period April 27, 2021 through June 30, 2021 with nonstandard termination, indemnification and liability provisions; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) additional amendments to this agreement where the total amendments do not exceed 10% (\$44,244) of the current contract amount and do not significantly change the scope of work.

**Approved, as amended, - Agreement No.: A-15226**

- a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Bay Area Community Services (BACS) to operate the Salinas Housing Advancement, Resource & Education (SHARE) Center, a homeless shelter and housing navigation center in the amount of \$442,448, for the period April 27, 2021 through June 30, 2021 with nonstandard termination, indemnification and liability provisions; and as amended, with the matter to be brought back to the Board, at a later time, with clarified deliverables; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) additional amendments to this agreement where the total amendments do not exceed 10% (\$44,244) of the current contract amount and do not significantly change the scope of work.

**General Government**

24. a. Ratify Assignment and Assumption Agreement between Sports Car Racing Association of the Monterey Peninsula (SCRAMP) and County, effective May 23, 2019, as signed by the Contracts/Purchasing Officer assuming all obligations of the original agreement and Amendments Nos. 1-4 between the Sports Car Racing Association of the Monterey Peninsula (SCRAMP) and Ticketmaster, LLC; and
- b. Approve and authorize the Assistant County Administrative Officer, or designee, to execute Amendment No. 5 to the Agreement with Ticketmaster, LLC for remote ticket sales at WeatherTech Raceway Laguna Seca extending the agreement through December 31, 2021.

**Agreement No.: A-15227; Amendment No.: 5**

25. a. Approve amendments to contract with TMD Creative for Covid pandemic crisis communication including:
1. extending the term of contract for one additional month, from May 31, 2021 to June 30, 2021
  2. adding on-call Spanish language translation service for the months of May and June
  3. increase the total contract amount by \$82,500 from \$744,959 to \$827,459
- b. Authorize the Assistant CAO-IGLA to sign the amended contract

**Approved - Agreement No.: A-15053; Amendment No. 1**

26. a. Approve and authorize the Director of the Information Technology Department to execute a non-standard lease with the City of Seaside for the installation, maintenance, and operation of radio communication equipment at the Bayonet Radio Site for an amount not to exceed \$1 per year, or \$10

over the ten-year term, for the term May 1, 2021 through April 30, 2031; and

b. Approve non-standard provisions as recommended by the Director of the Information Technology Department; and

c. Approve and authorize the Director of Information Technology to execute up to two (2) extensions of ten (10) years each, subject to County Counsel approval, and provided the lease terms and conditions to not significantly change.

**Approved - Agreement No.: A-15197**

- 27.** Receive and Accept the Treasurer's Report of Investments for the Quarter Ending March 31, 2021.

**Accepted**

- 28.** a. Approve and authorize the Assistant County Administrative Officer to sign a retroactive one-year Event Agreement effective April 19, 2021, with Krave Group, LLC dba MotoAmerica, to sanction and produce the Geico Motorcycle MotoAmerica Superbike SpeedFest at Monterey to be held at WeatherTech Raceway Laguna Seca on July 9-11, 2021 for a base fee of \$25,000; and  
b. Approve and authorize the Assistant County Administrative Officer to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$2,500) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15198**

- 29.** Approve and authorize the Contracts/Purchasing Officer or his designee to execute Amendment No. 1 to the Agreement between the County of Monterey and the San Francisco Region of the Sports Car Club of America (SCCA), to update race event schedules, including cancellations, in response to the COVID-19 pandemic, and update payments owed to the County as a result of the cancellations, retroactive to October 22, 2020, for continued Race Support Services at WeatherTech Raceway Laguna Seca.

**Approved - Agreement No.: A-15199; Amendment No. 1**

- 30.** Introduce, waive reading and adopt 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 authorizing 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 (4/5ths vote required).

**Approved**

- 31.** Adopt the Monterey County Hospitality Worker Right to Recall Ordinance introduced on April 20, 2021.

**At the request of the Department this matter was pulled and to be brought back on Tuesday, May 4, 2021, for adoption due to the delay in publishing the ordinance in the newspaper.**

**Housing and Community Development**

- 32.** a. Approve a Professional Services Agreement with Rincon Consultants, Inc. to provide Planning Permit Application Review Services, in the amount not to exceed \$150,000, for a term of April 27, 2021 through December 31, 2021; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Professional Services Agreement where the amendments do not significantly alter the scope of work or change the approved amount of the Agreement.

**Approved - Agreement No.: A-15200**

**Public Works, Facilities and Parks**

- 33.** a. Approve an Amendment to the Agreement for Purchase of Real Property between the County of Monterey and the Greg and Lynn Brown Revocable Trust dated April 11, 2005 (APN 424-091-021), to amend the term the of the Temporary Construction Easement (TCE) to begin on May 1, 2020 for the construction of the Nacimiento Lake Drive Bridge Project, Project No. 2202; and
- b. Authorize the Director of Public Works, Facilities and Parks to execute the Amendment to the Agreement for Purchase of Real Property on behalf of the County.

**Approved - Agreement No.: A-15201; Amendment No.1**

- 34.** a. Authorize and approve the naming of two unnamed trails in Jacks' Peak County Park for Margaret Bates and Talcott Bates, respectively, in further recognition of their efforts to help secure the land to establish the Park; and
- b. Approve the replacement of the deteriorated wood sign at the Talcott Bates Grove and Picnic Area with a commemorative boulder.

**Approved**

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, May 4, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:  
(1) *Meyer Community Group and Landwatch Monterey County v. County of Monterey, et al.*  
(Monterey County Superior Court, Case No. M131893/Court of Appeal Case No. H046932)
  - c. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
  - d. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.
  - e. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

**Public Comment**

Open for public comments; no public comments made.

**The Board Recessed for Closed Session Agenda Items****10:30 A.M. - Reconvened on Public Agenda Items****Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Dana Edgull, Behavioral Health Services Manager II from the Behavioral Health Department.

**Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

**Correction to the Ceremonial Resolutions**

Item No. 5 is being requested to be pulled from the agenda to be brought back on Tuesday, May 11, 2021.

**Correction to the Department of Social Services Consent Calendar**

Item No. 33 is in receipt of a revised Board Report.

No vote needed.

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams , seconded by Supervisor Chris Lopez to adopt Ceremonial Resolution 2 through 6 excluding Item No. 5 which was pulled off the agenda via the additions and corrections to be brought back on Tuesday, May 11, 2021.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

2. Resolution of the Board of Supervisors of the County of Monterey, State of California, Honoring Public Service Recognition Week and the Employees Providing Public Service. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-116**

3. Resolution proclaiming the week of May 3rd-7th, 2021 as Maternal Mental Health Awareness Week in Monterey County. (Full Board - Supervisor Lopez)

**Adopted Resolution No. 21-118**

4. Resolution proclaiming May 2021 as Mental Health Matters Month in Monterey County. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-121**

5. Adopt a Resolution proclaiming the week of May 16, 2021 through May 22, 2021 as National Public Works Week. (Full Board - Supervisor Askew)

**Removed from agenda via additions and corrections**

6. Adopt a resolution commending Mario Ginez, Mechanic II to the County Administrative Office's Fleet Management Division, for his 25 years of dedicated service to the County of Monterey upon his retirement. (Full Board - Supervisor Alejo)

**Adopted Resolution No. 21-117**

### **Appointments**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to appoint/reappoint Appointment Item Numbers 7 through 12.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

7. Appoint Irwin Speizer to the Carmel Valley Road Advisory Committee, with a term ending date of May 4, 2024. (Supervisor Adams)

**Appointed**

8. Appoint Kritsin Setliff Blackwell to the Carmel Valley Road Advisory Committee, with a term ending date of May 4, 2024. (Supervisor Adams)

**Appointed**

9. Appoint Lori Spiegl to the Carmel Valley Road Advisory Committee, with a term ending date of May 4, 2024. (Supervisor Adams)

**Appointed**

10. Appoint Patrick Jones to the CSA-25, with a term ending date of May 4, 2024. (Supervisor Adams)

**Appointed**

11. Reappoint Kayshla Maria Lopez to the Monterey County Commission on the Status of Women, with a term ending date of February 1, 2024. (Supervisor Alejo)

**Reappointed**

12. Reappoint Sid Williams to the Military & Veterans Affairs Advisory Commission, with a term ending date of May 4, 2024. (full board)

**Reappointed****Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; no public comments made.

Supervisor Mary L. Adams pulled Item No. 24, Supervisor Luis A. Alejo, pulled Item No.'s 38 and 39 for comments/questions and Supervisor Wendy Root Askew made comments on Item No. 33.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to approve Consent Calendar Item Numbers 22 through 46 excluding Item Numbers 38 and 39 which a separate vote was taken on.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez, with Supervisor Alejo voting no, to approve Consent Calendar Item Numbers 38 and 39.

Motion carried 4 to 1

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: NAY

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE



**Other Board Matters****13. Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4240](http://monterey.granicus.com/EditFile.php?clip_id=4240)

**14. County Administration Officer Comments and Referrals**

Charles McKee, County Administrative Officer shared there were no new referrals.

County Administrative Officer's comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4240](http://monterey.granicus.com/EditFile.php?clip_id=4240)

Open for public comment; no public comments made.

**15. General Public Comments**

Open for general public comments for items not on today's agenda; Eric Peterson, in person, and Nina Beety, Andrea Boutelle, Bernie Gomez and Laura Dunn, all via Zoom, commented.

**10:30 A.M. - Scheduled Matters****16. Adopt Resolution to:**

- a. Accept the Comprehensive Economic Development Strategy (CEDS) for Monterey County;
- b. Authorize the Assistant County Administrative Officer to submit the CEDS to the U.S. Department of Commerce, Economic Development Administration.

Anastasia Wyatt, Housing Program Manager from the Housing Community Development Department, Adam Fowler, Director of Research from Beacon Economics and Chuck Depew, Senior Director National Development, all via Zoom, presented via PowerPoint presentation.

Open for public comments; Kevin Dayton and Nina Beety, via Zoom, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to Adopt Resolution No.21-123 to:

- a. Accept the Comprehensive Economic Development Strategy (CEDS) for Monterey County; and
- b. Authorize the Assistant County Administrative Officer to submit the CEDS to the U.S. Department of Commerce, Economic Development Administration.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**12:00 P.M. - Recessed to Lunch at 12:21 p.m.**

**1:30 P.M. - Reconvened****Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

**Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.**

**Announcement of Interpreter**

**Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.**

**1:30 P.M. - Scheduled Matters**

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

**Nick Chiulos, Assistant County Administration Officer made opening remarks with the additional presenters:**

**Dr. Edward Moreno, Health Officer, via Zoom, from the Health Department presented on the local/state metrics, testing and vaccinations (supply, distribution and clinics) and CDPH guidance on gatherings via PowerPoint presentation.**

**Open for public comment; no public comments made.**

**Upon consensus the Board received a:**

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

- 18.** Public hearing to consider adoption of a resolution to:
- a. Find the Lot Line Adjustment is Categorically Exempt as a minor alteration in land use limitations per Section 15305(a) of the California Environmental Quality Act (CEQA) Guidelines, and there are no exceptions pursuant to Section 15300.2 of the CEQA Guidelines;
  - b. Approve a Lot Line Adjustment between two (2) legal lots of record, consisting of transferring approximately 70 acres from a 160 acre property (Parcel 1) to a separate 160 acre property (Parcel 2), resulting in two (2) parcels of approximately 90 acres (adjusted Parcel 1) and approximately 230 acres (adjusted Parcel 2);
  - c. Authorize the Chair to execute a new or amended Land Conservation Contract or Contracts in order to rescind a portion of the existing Land Conservation Contract as applicable to the reconfigured Parcel 2 and simultaneously execute a new or amended Land Conservation Contract for the

reconfigured lot (adjusted Parcel 2) between the County and Sanders Family Vineyard LLC, reflecting the new legal description, current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and d. Direct the Clerk of the Board to file the Lot Line Adjustment Map with the County Recorder for recording with all applicable recording fees paid by the Property Owner in conformance with the attached Lot Line Adjustment map and subject to seven (7) conditions of approval.

**Proposed CEQA Action:** Categorically Exempt per Section 15305(a) of the CEQA Guidelines

**Project Location:** 48251 Lockwood-Jolon Road, Lockwood, South County Area Plan

Public hearing commenced.

Victoria Kim, Associate Planner, via Zoom, from the Housing Community Development Department presented via PowerPoint presentation and Applicant Edwin Rambuski made comments.

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez seconded by Supervisor John M. Phillips to Adopt Resolution No. 21- 124 to:

- a. Find the Lot Line Adjustment is Categorically Exempt as a minor alteration in land use limitations per Section 15305(a) of the California Environmental Quality Act (CEQA) Guidelines, and there are no exceptions pursuant to Section 15300.2 of the CEQA Guidelines;
- b. Approve a Lot Line Adjustment between two (2) legal lots of record, consisting of transferring approximately 70 acres from a 160 acre property (Parcel 1) to a separate 160 acre property (Parcel 2), resulting in two (2) parcels of approximately 90 acres (adjusted Parcel 1) and approximately 230 acres (adjusted Parcel 2);
- c. Authorize the Chair to execute a new or amended Land Conservation Contract or Contracts in order to rescind a portion of the existing Land Conservation Contract as applicable to the reconfigured Parcel 2 and simultaneously execute a new or amended Land Conservation Contract for the reconfigured lot between the County and Sanders Family Vineyard LLC, reflecting the new legal description, current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and
- d. Direct the Clerk of the Board to file the Lot Line Adjustment Map with the County Recorder for recording with all applicable recording fees paid by the Property Owner in conformance with the attached Lot Line Adjustment map and subject to seven (7) conditions of approval.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

19. Receive a Presentation by the Civil Rights Office on Mandatory Harassment and Discrimination Prevention Training and Civil Rights Training.

Juan Rodriquez, Civil Rights Officer and Leeset Torres, Associate Equal Opportunity Analyst, via Zoom, from the Civil Rights Office presented via PowerPoint presentation.

Open for public comments; no public comments made.

Upon consensus the Board:

Received a Presentation by the Civil Rights Office on Mandatory Harassment and Discrimination Prevention Training and Civil Rights Training.

**20. Adopt a Resolution to:**

Authorize County of Monterey to opt-out of AB1976, Assisted Outpatient Treatment (AOT), also known as Laura's Law.

Melanie Rhodes, Behavioral Health Services Manager II, Michael Lisman, Deputy Director Behavioral Health and Jon Drake, Assistant Bureau Chief, all via Zoom, from the Behavioral Health Department verbally presented.

Open for public comments; Andrea Boutelle, via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Adopt a Resolution No. 21-125 to:

Authorize County of Monterey to opt-out of AB1976, Assisted Outpatient Treatment (AOT), also known as Laura's Law.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**21. *Response to Board Referral No. 2021.07:***

a. Adopt a resolution expressing interest in participating in a viability study to establish a Central Coast Public Bank encompassing the counties of Santa Cruz, Monterey, San Benito, San Luis Obispo, and Santa Barbara; and

b. Provide direction to staff.

Juan Pablo Lopez, Principal Administrative Analyst, via Zoom, from the Budget Department verbally presented on Board Referral No. 2021.07.

Open for public comments; George Riley, Reed Geisreiter, Karen Araujo and Brett Garrett, all via Zoom, commented.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams, with Supervisor John M. Phillips, voting no, to:

a. Adopt Resolution No. 21-126 expressing interest in participating in a viability study to establish a Central Coast Public Bank encompassing the counties of Santa Cruz, Monterey, San Benito, San Luis Obispo, and Santa Barbara; and

b. Provided direction to staff.

Motion carried 4 to 1

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: NAY

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Read Out from Closed Session by County Counsel****CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Meyer Community Group and Landwatch Monterey County v. County of Monterey, et al. (Monterey County Superior Court, Case No. M131893/Court of Appeal Case No. H046932)

The Board took no reportable actions on items 1.b.(1)

c. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.

The Board took no reportable actions on items 1.d.

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

The Board took no reportable actions on items 1.e.

**Adjourned**

The meeting was adjourned at 3:18 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR**  
**BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON** \_\_\_\_\_

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

22. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Paragon Mechanical Inc. for maintenance and repair services to various mechanical systems at NMC for an amount not to exceed \$200,000 with an agreement term July 1, 2021 through June 30, 2024.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$20,000) of the original cost of the agreement.

**Approved - Agreement No.: A-15202**

23. a. Award Job Order Contracts (JOC) for use by Natividad Medical Center (NMC) with a term of one year from the date signed by NMC, with a minimum contract value of \$25,000 and maximum contract value of \$5,098,418, to the lowest responsive bidders as follows: NMC 2021-01; Staples Construction Company, Inc.; and NMC 2021-02 Ausonio Incorporated; and NMC 2021-03 Gustav Keoni dba Precision Construction Services.
- b. Approve the Performance and Payment Bonds executed and provided by Staples Construction Company Inc., Ausonio Incorporated, and Gustav Keoni dba Precision Construction Services in the amount of \$2,000,000 each;
- c. Authorize the Chief Executive Officer (CEO) of Natividad Medical Center to execute Job Order Contracts for use by Natividad Medical Center 2021-01 with Staples Construction Company, Inc., 2021-02 with Ausonio Incorporated, and 2021-03 with Gustav Keoni dba Precision Construction Services.

**Approved - Agreement No.: A-15203**

24. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 7 to the agreement (A-13506) with Focus One Solutions, LLC for a Healthcare Vendor Management System pursuant to the Request for Proposal (RFP) # 9600-62, adding \$15,000,000 for a revised total agreement amount not to exceed \$45,563,000, and with no changes to the current agreement term of April 19, 2020 through June April 18, 2022.

**Approved - Agreement No.: A-13506; Amendment No. 7**

**Health Department**

25. Adopt a Resolution amending Article I.d. of the Monterey County Master Fee Resolution effective July 1, 2021, to adjust certain fees related to the Health Department's Clinic Services Bureau (Clinic Services) pursuant to the attached Fee Schedule.

**Adopted Resolution No. 21-127**

26. a. Ratify exercise by Director of Health or Assistant Director of Health of one-year automatic renewal clause in eSolutions Services Agreement (Agreement A-14204”), with eSolutions, Inc., for the provision of Medicare claims clearinghouse services, extending agreement by one year (January 15, 2021 through January 14, 2022) for a revised full term of January 15, 2019 to January 14, 2022, and adding \$3,000 for a total contract amount of \$5,580; and
- b. Authorize exercise by Director of Health or Assistant Director of Health of one-year automatic renewal clause in Agreement A-14204 for up to two additional one-year extensions and adding \$3,000 per one-year extension.

**Approved - Agreement No.: A-14204**

27. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Kristin Lynn Dempsey for the provision of training and consultation services for a total Agreement not to exceed \$150,000 for the term beginning July 1, 2021 through June 30, 2024; and
- b. Approve the modified automobile liability insurance and insurance endorsement provisions in the Agreement, as recommended by the Director of Health; and
- c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$15,000) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15204**

28. Approve and authorize the Director of Health or Assistant Director of Health to execute a Renewal & Amendment No. 2 to the Master License Agreement A-14190 with Ovid Technologies, Inc. to provide an Internet-based subscription product of Medical Psychiatry Journals, extending the term to June 30, 2022 for an increased amount of \$11,308, for a new total Agreement amount not to exceed \$28,496 for the term of January 1, 2019 to June 30, 2022.

**Approved - Agreement No.: A-14190 ; Amendment No. 2**

29. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to Agreement with Advantage Biomedical Services, Inc. (ABS), pursuant to Request for Proposal (RFP) #10670, for biomedical equipment certification, testing and maintenance services, extending the term one (1) additional year, for a revised new term of January 1, 2019 to December 31, 2022, and increasing the contract amount by \$161,300 for a revised contract amount not to exceed of \$506,540.

**Approved - Agreement No.: A- 14205; Amendment No. 1**

30. a. Authorize the Director of Health or the Assistant Director of Health to execute Amendment No. 4 to Health Information Exchange Provider Participation Agreement (Monterey County Provider Participants) (“Participation Agreement”) with Central Coast Health Connect, LLC (CCHC), extending the term for one (1) additional year for no-cost participation in the county’s Health Information Exchange (HIE) for the revised term of September 15, 2016 through June 30, 2022; and
- b. Authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to the Participation Agreement where the total amendments do not significantly change the



scope of work.

**Approved - Agreement No.: A-13293; Amendment No. 4**

- 31.** a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement with the Coalition of Homeless Service Providers (CHSP) in the amount of \$160,000, to provide Management Analyst and Data Analyst staffing to develop cross-systems analysis and create a long-lasting homeless continuum of care data dashboard for use by policy makers, homeless service providers, potential volunteers, and the general public to provide greater homeless needs and awareness, transparency, and community engagement, for the term retroactive to January 1, 2021 through December 31, 2021; and
- b. Approve the recommendation of the Director of Health to accept non-standard auto insurance provisions in the Agreement; and
- c. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to two (2) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (16,000) of the original contract amount.

**Approved - Agreement No.: A-15205**

- 32.** a. Approve and accept the Student Placement Agreement template to be used in partnering with universities and colleges for the placement of students within the Department of Health to complete internship/externship assignments as part of their field education and service learning requirements for their respective field of study program; and
- b. Approve and authorize updates to the Student Placement Agreement template in accordance with local, state, and federal law, subject to review and approval of County Counsel; and
- c. Approve and authorize amendments to the text of the Student Placement Agreements that do not significantly change the level of risk or the scope of a party's obligations or responsibilities, subject to review and approval of County Counsel; and
- d. Approve and authorize execution by the Director of Health or Assistant Director of Health of the Student Placement Agreement template with universities and colleges for Fiscal Years 2021-2022 through Fiscal Year 2025-2026.

**Approved**

**Department of Social Services**

- 33.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to Agreement #5010-68 with Meals on Wheels Monterey Peninsula to provide congregate meals to seniors in Salinas adding \$89,398 for a contract total of \$495,673 with no change to the term of July 1, 2020 through June 30, 2021; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$49,567) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15206 ; Amendment No. 1**

**Criminal Justice**

- 34.** Adopt Resolution to:
- a. The Monterey County District Attorney's Office relies on a variety of Federal and State grants to provide a portion of the financial support required by the Department for the services it provides in the County.
  - b. Authorize the District Attorney of the County of Monterey, on behalf of the County, to submit proposals to the California Department of Insurance;
  - c. Authorize the District Attorney of the County of Monterey, on behalf of the County, to submit proposals to the California Department of Emergency Services (CalOES);
  - d. Execute on behalf of the County the Grant Award Agreements including any extension or amendments thereof.

**Adopted Resolution No.'s 21-128 and 21-131**

- 35.** a. Approve and authorize the Chief Probation Officer to sign an agreement with Rancho Cielo, Incorporated in the amount of \$141,734, to provide a job readiness and placement program for AB 109 Public Safety Realignment eligible clients, for the term from July 1, 2021 to June 30, 2022; and
- b. Authorize the Chief Probation Officer to sign up to three (3) future amendments to this agreement where each amendment does not exceed ten percent (\$14,173) of the original contract amount and does not significantly change the scope of work.

**Approved - Agreement No.: A-15207**

- 36.** a. Approve and authorize the Chief Probation Officer to sign the Agreement with Turning Point of Central California, Incorporated in the amount not to exceed \$271,975, to provide employment training and job placement services for adult offenders under AB 109 Public Safety Realignment plan for the term from July 1, 2021 to June 30, 2022; and
- b. Authorize the Chief Probation Officer to sign up to three (3) future amendments to the Agreement where the amendment does not exceed ten percent (10%) of the original contract amount (\$27,197) and does not significantly change the scope of work.

**Approved - Agreement No.: A-15208**

- 37.** a. Authorize the Contracts/Purchasing Officer to execute an Agreement with TransUnion Risk and Alternative Data Solutions, Inc. for a subscription to conduct legal research, for the period of April 1, 2021 through June 30, 2023, in the maximum amount of \$8,040;
- b. Accept non-standard contract provisions as recommended by the District Attorney;
- c. Authorize the Contract/Purchasing Officer and the District Attorney to sign and execute the appropriate documents and verifications when required; and
- d. Authorize the Contracts/Purchasing Officer to issue purchase orders on an as-needed basis pursuant this Agreement over the period of April 1, 2021 through June 30, 2023.

**Approved - Agreement No.: A-15209**

- 38.** a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign

a non-standard agreement with Idemia Identity and Security USA, LLC for six (6) years from the “Go-Live” date, in the amount of \$3,730,330 to replace existing servers for fingerprint data information sharing with the California Department of Justice; and utilize new cloud services for fingerprint data information sharing.

**Approved - Agreement No.: A-15210**

**39.**

- a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment #2, with Idemia Identity and Security USA, LLC in the amount of \$75,912 for a new not to exceed total of \$464,488 for the ongoing maintenance of livescan electronic fingerprint collection devices; and extend the agreement with a new term ending date of June 30, 2022; and
- b. Approve and Authorize the Contracts/Purchasing Officer or Supervisor to sign up to two (2) future one (1) year amendments to the Agreement that do not significantly change the scope of work, and together do not add more than \$55,845 and \$58,637 respectively for a new not to exceed total of \$578,970.

**Approved - Agreement No.: A-14029; Amendment No. 2**

#### **General Government**

- 40.** In the Board of Supervisors role as Chief Elected Official of the Monterey County local workforce development area, approve amendments to the Bylaws of the Monterey County Workforce Development Board (WDB) that will incorporate Workforce Innovation and Opportunity Act (WIOA) requirements for all WDB standing committees, redesignate its Oversight Committee as a Career Services Committee, provide membership term limits, and avoid conflicts of interest

**Approved**

- 41.**
- a. Approve and authorize the Chair of the Board of Supervisors, on behalf of the Board in its role as the Chief Elected Official for the Monterey County local workforce development area, to sign the Application for Local Area Subsequent Designation and Local Board Recertification, Program Years 2021-23, as required by the Workforce Innovation and Opportunity Act; and
  - b. Approve and authorize submittal of the Application to the California Workforce Development Board

**Approved**

- 42.** In the Board of Supervisors role as the Chief Elected Official of the Monterey County Workforce development area,
- a. Approve the Monterey County Workforce Development Board’s Workforce Innovation and Opportunity Act (WIOA) Four-Year Regional Planning Unit for the North Central Coast Region and related Monterey County Local Plan and authorize their submittal to the California Workforce Development Board; and
  - b. Authorize the Chair of the Board to sign the Monterey County Local Plan

**Approved**

43. a. Approve and authorize the Agricultural Commissioner to execute, on behalf of the County of Monterey, an Agreement with The Regents of the University of California to perform work retroactively under the Statewide Integrated Pest Management Program (UC IPM) for a period from April 1, 2021 through March 31, 2022 in the amount of \$10,763.00; and
- b. Authorize the Agricultural Commissioner, or Commissioner's designee, to sign up to three (3) Amendments to the Agreement where the Amendment does not significantly change the scope of work.

**Approved - Agreement No.: A- 15212**

44. Adopt the Monterey County Hospitality Worker Right to Recall Ordinance introduced on April 20, 2021.

**Adopted Ordinance 5330**

45. a. Approve and authorize the Contracts/Purchasing Officer to execute a non-standard agreement with Development Dimensions International, Inc. (DDI) for the purchase of licenses for Targeted Selection: Access online system and Success Profiles Navigator software for the term June 1, 2021 through May 31, 2024, in an amount not to exceed \$71,000.00; and
- b. Authorize the Contracts/Purchasing Officer to sign up to three (3) amendments to this agreement where the Amendments do not significantly change the scope of work or cause an increase in the agreement rates of more than ten percent (10%).

**Approved - Agreement No.: A-15212**

**Public Works, Facilities and Parks**

46. Adopt a resolution to:
- a. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for County Service Area 1-Carmel Point, Fund 051, Appropriation Unit RMA047, to increase appropriations by \$2,400, financed by Unassigned Fund Balance (Fund 051-Balance Sheet Account 3101) 4/5th vote required);
- b. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for County Service Area 17-Rancho Tierra Grande, Fund 057, Appropriation Unit RMA053, to increase appropriations by \$13,644, financed by Unassigned Fund Balance (Fund 057-Balance Sheet Account 3101) 4/5th vote required);
- c. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for County Service Area 25-Carmel Valley Golf & Country Club, Fund 062, Appropriation Unit RMA058, to increase appropriations by \$7,807, financed by Unassigned Fund Balance (Fund 062-Balance Sheet Account 3101) 4/5th vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for County Service Area 75-Chualar, Fund 093, Appropriation Unit RMA088, to increase appropriations by \$34,948, financed by Unassigned Fund Balance (Fund 093-Balance Sheet Account 3101) 4/5th vote required).

**Adopted Resolution No. 21-129**

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, May 11, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): All Units
  - c. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
  - d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:  
(1) *Zhang v. County of Monterey, et al.*, (U.S. District Court, Northern District of California, Case Number 17-CV-00007-LHK)

**Public Comment**

Open for public comments; no public comments made.

**The Board Recessed for Closed Session Agenda Items**

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

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Carmelita Garcia.

**Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Correction to the Housing and Community Development Consent Calendar

Item No. 31 is being requested to be pulled from the agenda by the department to be brought back at a later time.

Correction to the Public Works, Facilities and Parks Consent Calendar

Item No. 32 is being requested to be pulled from the agenda by the department to be brought back at a later time.

Add to the Adjournment

To Adjourn in Memory of Cruz Reynoso

No vote needed.

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolution 2 through 5.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE



**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

2. Adopt Resolution Commending Deputy Wesley Wong upon his retirement after 32 years of service with the Monterey County Sheriff's Office. (Full board - Supervisor Askew)

**Adopted Resolution No. 21-133**

3. Adopt a Resolution proclaiming the week of May 16, 2021 through May 22, 2021 as National Public Works Week. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-135**

4. Adopt Resolution proclaiming the month of May 2021 as Older Americans Month in Monterey County. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-119**

5. Adopt resolution honoring Natividad Medical Center during 2021 National Hospital Week. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-134**

### **Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to appoint Supervisor Chris Lopez to the Board of Supervisors of the County of Monterey to serve as an Alternate on the Board of Directors of the PRFMA in the absence of or recusal of the Supervisor for Supervisorial District 2.

Roll call vote taken pursuant to Government Code 54953:

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

6. Consider the adoption of a Resolution to:
- Appoint one (1) member of the Board of Supervisors of the County of Monterey to serve as an Alternate on the Board of Directors of the PRFMA in the absence of or recusal of the Supervisor for Supervisorial District 2.

**Supervisor Chris Lopez appointed.**

### **Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Mikhail Reyes and Bernie Gomez commented on Item No. 25.

Supervisor Mary L. Adams pulled Item No. 29, Supervisor Luis A. Alejo, pulled Item No.'s 20 and 25 and Supervisor Wendy Root Askew made comments on Item No.'s 24 and 27. A separate vote

was requested to be taken on Item No.'s 25, 27 and 29.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Numbers 16 through 34 excluding Item Numbers 25, 27, and 29 which separate votes were taken on and Item No.'s 31 and 32 which were pulled from the agenda to be brought back at a later time by the departments.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez , with Supervisor Wendy Root Askew, voting no, to approve Consent Calendar Item Numbers 25.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: NAY

Motion carried 4 to 1

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips, with Supervisor Wendy Root Askew, abstaining, to approve Consent Calendar Item Numbers 27.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: ABSTAINED

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew with Supervisor Luis A. Alejo and Supervisor Chris Lopez, voting no, to approve, as amended, Consent Calendar Item Numbers 29:

- a. Receive an update on the current balance of the Cannabis Program Contingency and proposed allocations for the Fiscal Year 2020-21 Cannabis Program Contingency; and
- b. Do not authorize the Board of Supervisors Cannabis Committee to approve any Cannabis Program Contingency expenditures related to the Cannabis Program including, but not limited to, the California Cannabis Authority administrative fee shortfall; and
- c. Only allow staff with the authority they have now.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: NAY  
Supervisor Phillips: AYE  
Supervisor Lopez: NAY  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

Motion carried 3 to 2

**Other Board Matters****7. Board Comments**

**Board Comments can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4245](http://monterey.granicus.com/EditFile.php?clip_id=4245)**

**Open for public comment; Eric Peterson, in person, commented.**

**8. County Administration Officer Comments and Referrals**

**Charles McKee, County Administrative Officer shared there were no new referrals and made no comments.**

**Open for public comment; Dina (no last name provided), via Zoom, commented.**

**County Administrative Officer comments can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4245](http://monterey.granicus.com/EditFile.php?clip_id=4245)**

**9. General Public Comments**

**Open for general public comments for items not on today's agenda; no comments made.**

**10:30 A.M. - Scheduled Matters**

- 10. a. Receive a report on a proposed policy to conduct fiscal analysis and prepare fiscal impact assessment reports for proposed ballot measures of Monterey County deemed to fiscally impact the County Government Jurisdiction; and**  
**b. Approve the proposed policy.**

**Rupa Shah, Auditor Controller, via Zoom, from the Auditor Controller's office verbally presented.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor John M. Phillips, seconded by Supervisor Wendy Root Askew to:**

- a. Receive a report on a proposed policy to conduct fiscal analysis and prepare fiscal impact assessment reports for proposed ballot measures of Monterey County deemed to fiscally impact the County Government Jurisdiction; and**  
**b. Approved the proposed policy.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

**12:00 P.M. - Recessed to Lunch at 12:06 p.m. and back into closed session at 12:30 p.m.**

**1:30 P.M. - Reconvened**

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

**Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.**

**Announcement of Interpreter**

**Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.**

**1:30 P.M. - Scheduled Matters**

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

**Nick Chiulos, Assistant County Administrative Office made opening remarks with additional presenters:**

**Dr. Edward Moreno, Bureau Chief from the Health Department, via Zoom, on metrics, testing and vaccine supply and clinics presented via PowerPoint presentation.**

**Lauren Suwansupa, Community Affiliation Manager; Katy Castagna, CEO of Unity Way and Kelly DeWolfe, Community Impact Associate from the United Way on Rent and Utility Assistance update, all via Zoom, presented via PowerPoint presentation.**

**Open for public comment; Janine Chicourrat, via Zoom, commented and John Conricode's email was read into the record by the Clerk.**

**A motion was made by Supervisor John M, Phillips, seconded by Supervisor Mary L. Adams to:**

- a. Receive a briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report); and**  
**b. Provided direction to staff to address COVID-19 to send three (3) letters to the State regarding families, businesses and state funding.**

**Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

12. a. Receive a status report on the County's Annual Spend for FY2019/20

**Mike Derr, Contracts Purchasing Officer, via Zoom, presented via PowerPoint presentation.**

**Open for public comments; no public comments made.**

**Upon consensus the Board:**

- a. Received a status report on the County's Annual Spend for FY2019/20**

13. a. Accept public comments and close the public comment period for the Monterey Urban County 2021-2022 Community Development Block Grant Annual Action Plan;  
b. Adopt and authorize the Housing Program Manager to submit the 2021-2022 Annual Action Plan to the U.S. Department of Housing and Urban Development and execute documents required by HUD to implement the 2021-2022 Annual Action Plan; and  
c. Authorize the Housing Program Manager to execute Subrecipient Agreements with Urban County Grantees, including making minor changes as necessary, subject to review and approval by County Counsel, to implement the 2021-2022 Annual Action Plan.

**Darby Marshall Redevelopment/Housing Project Manager, via Zoom, from the Housing Community Development department presented via PowerPoint presentation.**

**Open for public comments; Eric Peterson, in person, and Grant Leonard, Kellie Morgantini and Ricardo Diaz Jr., all via Zoom, commented.**

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

- a. Accept public comments and close the public comment period for the Monterey Urban County 2021-2022 Community Development Block Grant Annual Action Plan;**  
**b. Adopt and authorize the Housing Program Manager to submit the 2021-2022 Annual Action Plan to the U.S. Department of Housing and Urban Development and execute documents required by HUD to implement the 2021-2022 Annual Action Plan; and**  
**c. Authorize the Housing Program Manager to execute Subrecipient Agreements with Urban County Grantees, including making minor changes as necessary, subject to review and approval by County Counsel, to implement the 2021-2022 Annual Action Plan.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

14. a. Receive a report on the findings of the Cannabis Business Permit fee study; and  
b. Consider adoption of a resolution amending Articles I.E (Heath Department), IX (Housing and Community Development), XVII (Office of the County Counsel), and XXI (County Administrative Office - Cannabis Program) of the Monterey County Master Fee Resolution to update fees for processing Cannabis Business Permits.

**Joann Iwamoto, Cannabis Program Manager, in person, and Jerry Wolf, MGT Consulting, via Zoom, presented via PowerPoint presentation.**

Open for public comments; Jennifer Rosenthal, Robert Roach, Janet Louie, Aaron Johnson, Michelle Hackett, Ricardo Diaz, Jr., Joey Espinosa and Anker Fanoie, all via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips, as amended, to:

**Adopt Resolution No. 21-132**

**Amend Articles I.E (Heath Department), IX (Housing and )Community Development), XVII (Office of the County Counsel), and XXI (County Administrative Office Cannabis Program) of the Monterey County Master Fee )**

**Resolution to update the fees for processing the Commercial Cannabis Permit.**

**Initial Fee will be \$4910**

**Renewal Fee will be ½ of Initial Fee which will be \$2455 with a commitment to look at 2 year renewal process**

**Modification Fee will be \$1070**

**Research Fee will be \$74**

**Direct staff to come back with more clarity on what unusual circumstances fees will be**

**Review the CCA fees at a later time**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 15.** a. Introduce, waive reading, and set May 25, 2021 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to suspend the Fiscal Year 2021-2022 automatic increases on the County's commercial cannabis business tax rates and resume the automatic increases in Fiscal Year 2022-2023 on July 1, 2022; and
- b. Provide direction to staff as appropriate.

**Joann Iwamoto, Cannabis Program Manager, in person, from the County Administration Intergovernmental & Legislative Office presented via PowerPoint presentation.**

Open for public comments; Aaron Johnson, Jennifer Rosenthal, Robert Roach, Sergio (no last name provided), Mike Ferguson, Michelle Hackett, all via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by John M. Phillips to:

a. Introduce, waive reading, and set May 25, 2021 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to suspend the Fiscal Year 2021-2022 automatic increases on the County's commercial cannabis business tax rates and resume the automatic increases in Fiscal Year 2022-2023 on July 1, 2022; and

b. Provided direction to staff as appropriate.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

**Read Out from Closed Session by County Counsel****CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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

The Board took no reportable actions on items 1.b.(1)

c. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Zhang v. County of Monterey, et al., (U.S. District Court, Northern District of California, Case Number 17-CV-00007-LHK)

The Board took no reportable actions on items 1.d.(1)

**Adjourned**

The meeting was adjourned in Memory of Reynoso Cruz and the San Luis Obispo officer who died in the line of duty at 5:03 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR**  
**BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH**  
**CLERK OF THE BOARD**

**APPROVED ON** \_\_\_\_\_

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

16. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 1 to the agreement with The Greeley Company for Peer Review Assessment services, extending the agreement an additional seventeen (17) month period (January 1, 2021 through May 31, 2022) for a revised full agreement term of January 1, 2020 through May 31, 2022, and adding \$24,000 for a revised total agreement amount not to exceed \$44,250.
- b. Approve the NMC Chief Executive Officer's recommendation to accept further non-standard changes to the indemnification as per this renewal and amendment No. 1.

**Approved - Agreement No.: A-15213; Amendment No.: 1**

**Health Department**

17. Authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 to the Agreement with BKD, LLP for revenue enhancement services, increasing the contract amount by \$55,000 for a new contract amount not to exceed \$295,000 and extending the term two (2) additional years for a revised new term of July 1, 2016 to June 30, 2023.

**Approved - Agreement No.: A-13222; Amendment No.: 3**

18. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement for the term retroactive to April 24, 2019 due to changes under AB 403 Continuum of Care Reform, through June 30, 2023 with Haven of Hope, Inc. for the provision of mental health services in the amount of \$299 for Fiscal Year (FY) 2018-19, \$2,079 for FY 2019-20, \$224,157 for FY 2020-21, \$232,839 for FY 2021-22, and \$244,481 for FY 2022-23, for a total Agreement amount not to exceed \$703,855; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$70,385.50) of the original Agreement amount and do not significantly change the scope of services.

**Approved - Agreement No.: A-15214**

19. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement with Greenacre Homes, Inc. for the provision of residential services in the amount of \$252,630 for Fiscal Year (FY) 2020-21, \$336,840 for FY 2021-22, and \$336,840 for FY 2022-23, for a total Agreement amount not to exceed \$926,310 for the term October 1, 2020 through June 30, 2023; and
- b. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to this Agreement where the amendments that do not exceed ten percent (10%) (\$92,631) of the original Agreement amount and do not significantly change the scope of services.

**Approved - Agreement No.: A-15215**



20. a. Approve the implementation of Project 1701, Behavioral Health Alisal (East Salinas) Integrated Clinic ("Project"); and
- b. Support the development of a Memorandum of Agreement (MOA) between the Health Department and the Department of Public Works, Facilities, and Parks (PWFP) to clearly stipulate the roles and responsibilities of the respective departments consistent with Monterey County Code Section 2.27.010.B.; and
- c. Approve the allocation of \$16,250,000 from the Building Improvement and Replacement Sub-Fund (478-BIR-1050-8539-CAO047) for financing of the Project (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to transfer \$16,250,000 from the Building Improvement and Replacement Fund 478, Sub-fund BIR (478-BIR-1050-8539-CAO047) and \$4,500,000 from the Behavioral Health Fund (023-4000-8410-HEA012-MHSACAP) to the Facility Master Plan Implementation Fund, (404-3200-8564-PFP057) (4/5ths vote required).

**Approved - Agreement No.: A-15225**

**Department of Social Services**

22. a. ~~Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to Agreement #5010-74 with the Alzheimer's Association to provide caregiver support services to members of Monterey County by adding \$12,656 for a total contract amount of \$88,777 with no change to the term of July 1, 2020 through June 30, 2021 and;~~
- b. ~~Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$8,877) of the original contract amount and do not significantly change the scope of work. (REMOVED VIA SUPPLEMENTAL)~~

**Removed from agenda via addendum/supplemental**

**Criminal Justice**

23. a. Ratify RFP #10546 Agreements/Amendments for Rotational Towing Services which began in May of 2016; and
- b. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign amendments as necessary for RFP #10546 for Rotational Towing Services with Ray Vargas, Inc. dba Advanced Towing; Elosia Barcenias dba E and M Towing; Jorge Zavala dba Greenfield Towing; Leyva's Towing; PDP Investments, Inc dba P&R Towing and Pete's Towing; Autoprises, Inc. dba Salinas Auto Center and USA Towing, for providing Abatement and Evidence towing for the County of Monterey. Work contracted under RFP #10546 shall not exceed \$210,000.00 for all Agreements and Amendments issued.

**Approved - Agreement No.: A-15219**

24. a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign an Agreement with Mark Rispoli, Doing Business as Makor K9 for the provision of canine and handler training and acquisition of Canines for the period of May 15, 2021 thru June 30, 2024, in an

amount not to exceed \$191,317; and

b. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign two (2) additional one (1) year extensions where each amendment does not exceed \$65,000 and \$70,000 respectively, for a total not to exceed amount of \$326,317.

**Approved - Agreement No.: A-15220**

**25.**

a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign the Non-Standard Enterprise FM Trust Lease Agreements for the acquiring of vehicles for the Monterey County Sheriff's Office, in the amount of \$505,000 for 13 vehicles for the full 4-year term of the lease. The initial \$104,000 down payment will be financed within the existing Sheriff's FY2020-21 Adopted Budget; and

b. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign Individual Enterprise Lease Agreements for each of the 13 vehicles as necessary to provide vehicles for the MCSO, each Lease is 48 months from date of final signature.

**Approved - Agreement No.: A-15221**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: NAY**

**Motion carried 4 to 1**

**General Government**

**26.**

a. Approve and authorize the County Clerk/Recorder (CCR) or his designee to execute amendment to the agreement (A-14938) with Kofile Services, Inc. (Kofile), for the microfilming of recorded documents and maps, revising the amount by adding \$8,650 for a revised total agreement amount not to exceed \$25,000, for the current term of July 1, 2020 to June 30, 2021; and

b. Authorize the County Clerk/Recorder (CCR) authority to sign four future annual renewals to the Agreement under same or similar terms that do not significantly alter the scope of work or increase the annual payments in excess of 10% per year over the amended FY 2020-21 amount.

**Approved - Agreement No.: A-14938; Amendment No.1**

**27.**

Authorize the County Assistant Administrative Officer or his designee to enter into an agreement with the Local Government Commission for the CivicSpark Fellowship to bring on two CivicSpark fellows in FY21/22 to assist in the implementation of the Municipal Climate Action Plan and the development of the County Climate Action plan at a cost of \$57,000 funded in part by a grant and in part through the Sustainability Program Budget.

**Approved - Agreement No. A-15577**

28. Approve recommendations from the Legislative Committee to support AB 361 (Rivas) Brown Act: Remote Meetings During Emergencies; and AB 1400 (Kalra) California Guaranteed Health Care for All Act (CalCare).

**Approved**

29. a. Receive an update on the current balance of the Cannabis Program Contingency and proposed allocations for the Fiscal Year 2020-21 Cannabis Program Contingency; and  
b. Authorize the Board of Supervisors Cannabis Committee to approve any Cannabis Program Contingency expenditures related to the Cannabis Program including, but not limited to, the California Cannabis Authority administrative fee shortfall; and  
c. Provide direction to Program staff as appropriate.

**Approved as amended:**

- a. Receive an update on the current balance of the Cannabis Program Contingency and proposed allocations for the Fiscal Year 2020-21 Cannabis Program Contingency; and  
b. Do not authorize the Board of Supervisors Cannabis Committee to approve any Cannabis Program Contingency expenditures related to the Cannabis Program including, but not limited to, the California Cannabis Authority administrative fee shortfall; and  
c. Only allow staff with the authority they have now.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: NAY**

**Supervisor Phillips: AYE**

**Supervisor Lopez: NAY**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

**Motion carried 3 to 2**

30. a. Ratify execution by the County Administrative Officer, or designee, of an agreement with Bridgestone Americas Tire Operations, LLC (Firestone) with a retroactive effective date of November 28, 2018, signed to secure title sponsorship of the Grand Prix of Monterey at WeatherTech Raceway Laguna Seca from execution of the Agreement through December 31, 2020, for a not to exceed dollar amount of \$650,000;  
b. Authorize the County Administrative Officer, or designee, to execute Renewal and Amendment No. 1 to the Agreement with Bridgestone Americas Tire Operations, LLC (Firestone) for title sponsorship of the Grand Prix of Monterey at WeatherTech Raceway Laguna Seca, extending the Agreement an additional one (1) year period (January 1, 2021 through December 31, 2021) for a revised full agreement term of November 28, 2018 through December 31, 2021, and adding \$325,000 sponsorship for 2021 for a revised total agreement amount of \$975,000; and  
c. Approve and authorize the County Administrative Officer, or designee, to execute up to two (2) future amendments to this Agreement where the total amendments do not exceed 10% (\$3,250) of the remaining agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15222; Amendment.: 1**

**Housing and Community Development**

- 31.** Approve Amendment No. 1 to the Subdivision Improvement Agreement for the Briggs Minor Subdivision for an extension of 48 months (August 02, 2024) and authorize the Chair to execute the Amendment.

**Removed from agenda via additions and corrections**

**Public Works, Facilities and Parks**

- 32.** a. Approve Amendment No. 4 to the Standard Agreement with Goodwin Consulting Group, Inc. to continue to provide assistance with annual administration of the East Garrison Public Financing Authority's Community Facilities District No. 2006-1, to update the hourly rates and service fee rates, increase the not-to-exceed amount by \$139,151 for a total amount not to exceed of \$223,816, and extend the expiration date from June 30, 2021 for seven (7) additional years and one (1) month through June 30, 2028, for a revised term from July 1, 2013 to June 30, 2028; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to the Standard Agreement and future amendments to the Agreement, where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

**Removed from agenda via additions and corrections**

- 33.** a. Approve Standard Agreements with the following two (2) contractors: Environmental Logistics, Inc., and Advanced Chemical Transport, Inc., to provide hazardous waste management services pursuant to Request for Proposals (RFP) #10722, Environmental Logistics, Inc., amount not to exceed \$450,000 and Advanced Chemical Transport, Inc., amount not to exceed \$300,000 for a combined total of \$750,000, for a term of three (3) years beginning May 1, 2021 to April 30, 2024, with the option to extend each Agreement for up to two (2) additional years; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreements and future amendments to the Agreements where the amendments do not increase the approved Agreement amount.

**Approved - Agreement No.: A-15223 and Agreement No.: A-15241**

- 34.** a. Award a contract to Granite Construction Company, the lowest responsible bidder for the Monterey County Seal Coat FY21 for Various Roads, Project No. 5521, to place seal coat on Crazy Horse Canyon Road (San Juan Grade Road to Executive Drive), Laureles Grade (Carmel Valley Road to SR-68), and Carmel Valley Road (Tassajara Road to mile post 30), approximately 16 centerline road miles;
- b. Approve the Performance and Payment Bonds executed and provided by Granite Construction Company;
- c. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$165,237, to provide funding for approved contract change orders;

- d. Authorize the Director of Public Works, Facilities and Parks to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and
- e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with the Plans and Special Provisions for the construction of Monterey County Seal Coat FY21 for Various Roads, Project No. 5521.

**Approved - Agreement No.: A-15224**

**Supplemental**

**Scheduled PM**

- 13. Revised Attachment B - Funding Recommendations

**Removed Item 22 - Department of Social Services**

- 22. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to Agreement #5010-74 with the Alzheimer's Association to provide caregiver support services to members of Monterey County by adding \$12,656 for a total contract amount of \$88,777 with no change to the term of July 1, 2020 through June 30, 2021 and; b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$8,877) of the original contract amount and do not significantly change the scope of work.

# Monterey County

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



## Meeting Minutes - Draft

**Tuesday, May 18, 2021**

**9:00 AM**

### 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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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 MooreEmployee Organization(s): Unit S
  - c. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
  - d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) *Monterey Martini, Inc., dba Lalla Oceanside Grill v. County of Monterey, et al.*, (Monterey County Superior Court Case No. 21CV001185)
    - (2) *Carmel Valley Association, Inc. v. County of Monterey, et al.* (Court of Appeal, Sixth District, Case No. 17CV000131)
  - e. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

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

### **Public Comment**

Open for public comments; no public comments made.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Kattie Stong and her Stroller Strong Mom's Group.

### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Correction to the 10:30 A.M Scheduled Matters

Item No. 10 is in receipt of a revised EMS Agency Annual Report

Correction to the 1:30 P.M Scheduled Matters

Item No. 15 had an incorrect Board Report attached to the file and it has been replaced with the correct Board Report relating to the matter.

No vote needed.

### **Ceremonial Resolutions**

Open for public comments; no public comments made.



A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolution 2 through 3.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

2. Resolution proclaiming the week of May 16th - 22nd, 2021 as Emergency Medical Services Week in Monterey County. (Full Chair - Supervisor Askew)

**Adopted Resolution No. 21-137**

3. Adopt Resolution Recognizing Every May as Asian American and Pacific Islander Heritage Month in Monterey County. (Full Board - Supervisor Alejo)

**Adopted Resolution No. 21-136**

#### Appointments

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to appoint/reappoint Appointment Item Number 4.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

4. Reappoint Jodi Schaffer to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board)

**Reappointed**

#### Approval of Consent Calendar – (See Supplemental Sheet)

Open for public comments; no public comments made.

Supervisor Mary L. Adams pulled Item No. 39, Supervisor John M. Phillips pulled Item No. 38 and Supervisor Wendy Root Askew pulled Item No. 27 for questions/comment.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Numbers 16 through 39.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

### **Other Board Matters**

5. Consider options to continue or disband the Board of Supervisors COVID-19 Ad Hoc Committees.

Charles McKee, County Administrative Officer, in person, from the County Administrative Office presented via PowerPoint presentation to consider options to continue or disband the Board of Supervisors COVID-19 Ad Hoc Committee.

Open for public comment; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to: Continue the Agriculture, Communication and Hospitality COVID-19 Ad Hoc committees for 1 year with the intent to disband the committees on December 31, 2021; Disband the Construction and Religious COVID-19 Ad Hoc Committees effective immediately; and Directed Staff to bring back this matter, at a later time, for the Board's consideration to continue or disband any of the current Ad Hoc Committees.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

6. Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4252](http://monterey.granicus.com/EditFile.php?clip_id=4252)

7. County Administration Officer Comments and Referrals

Charles McKee, County Administrative Officer had no comments and shared one new referral on:

One new referral from Supervisor Luis A. Alejo and Supervisor Chris Lopez - Referral 2021.08: 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.

County Administrative Officer comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4252](http://monterey.granicus.com/EditFile.php?clip_id=4252)

8. General Public Comments

Open for general public comments for items not on today's agenda; Ivan Pagan, Claudia Gomez, Marilyn G., and Eloise Shimm, via Zoom, commented.

### **10:30 A.M. - Scheduled Matters**

**9.**

Monterey Regional Airport Update

Mike La Pier, Executive Director to the Monterey Regional Airport, via Zoom, presented via PowerPoint presentation.

Open for public comment; no public comments made.

Upon consensus the Board receive the:  
Monterey Regional Airport Update

**10.** Receive and approve the Emergency Medical Services Agency (EMS) Annual Report for 2019-20.

Teresa Rios, Bureau Chief and Dr. John Beuerle, Contractor from the Health Department, both via Zoom, presented via PowerPoint presentation.

Open for public comment; no public comments made.

Upon consensus the Board:  
Receive and approve the Emergency Medical Services Agency (EMS) Annual Report for 2019-20.

**12:00 P.M. - Recessed to Lunch**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

- 11.**
- Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
  - Provide direction to staff to address COVID-19

Nick Chiulos, Assistant County Administration Officer made opening remarks with additional presenters:

Dr. Edward Moreno, Health Officer, via Zoom, from the Health Department presented on the

local/state metrics, testing and vaccinations (supply, distribution and clinics) and CDPH guidance on gatherings via PowerPoint presentation.

Open for public comment; gentleman with letter, in person, (get name) and Nic (no last name), via Zoom, commented.

Upon consensus the Board received a:

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

12. a. Receive a presentation on the Community Action Plan (Plan) for calendar years 2022-2023 from the Monterey County Community Action Partnership; and
- b. Request public comment on the Plan identified needs and priorities; and
- c. Approve and authorize a transcript of all public comment be inserted into the CAP document as Appendix B; and
- d. Approve and authorize the Director of Social Services and the Chair of the Board of Supervisors to sign the completed Plan document for calendar years 2022-2023 establishing service priorities for the low-income community based on a county-wide community needs assessment.

Lauren Suwansupa, Community Affiliation Manager, in person, and Denise Vienne, Management Analyst II from the Department of Social Services presented via PowerPoint presentation.

Open for public comment; Jada (no last name); Ann Packer, Tatiana Ayala, Stacy from the Village Project, Daniel Gonzales from the YWCA and Melissa Kendrick, all via Zoom, and lady (no name provided) in a blue blouse with a sparkly mask, in person, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

- a. Receive a presentation on the Community Action Plan (Plan) for calendar years 2022-2023 from the Monterey County Community Action Partnership; and
- b. Request public comment on the Plan identified needs and priorities; and
- c. Approve and authorize a transcript of all public comment be inserted into the CAP document as Appendix B; and
- d. Approve and authorize the Director of Social Services and the Chair of the Board of Supervisors to sign the completed Plan document for calendar years 2022-2023 establishing service priorities for the low-income community based on a county-wide community needs assessment.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

13. **REF150048 - Revisions to the Outdoor Cannabis Cultivation Pilot Program and Renewable Energy Requirements for Indoor Cultivation**

Public hearing to consider adoption of two ordinances amending Titles 20 and 21 of Monterey County Codes (coastal and non-coastal zoning ordinances):

- a. Revise renewable energy generation requirements for indoor cannabis cultivation (Chapters 20.67

and 21.67);

b. Expand the outdoor cannabis cultivation regulations to include the permanent grazing zoning district within the Cachagua Area Plan as locations where outdoor cultivation may be permitted (Chapter 21.69); and

c. Reduce the setback required from the nearest off-site structure from 500 feet to 250 feet, modify the criteria for granting an exception to the setback from the nearest off-site structure, increase the maximum allowable canopy from 10,000 square feet to 20,000 square feet, and extend the pilot program from 5 years to 8 years (Chapters 20.69 and 21.69).

**Location:** Big Sur, Carmel Valley, and Cachagua Planning areas

**Proposed CEQA action:** Statutorily exempt pursuant to California Business and Professions Code section 26055(h).

**Craig Spencer, Services Manager, via Zoom, from the Housing Community Development Department presented via PowerPoint presentation.**

Open for public comment, John Cumming, in person, Aram Stoney, Chris Bunn, B. Ferrasci, Dough DeGeorge, Robert Roach, Miles Lerner, Oliver Bates, Emilio Eizner, Jack Willis, Frea (no last name provided), Harmony (no last name provided), Joey Espinoza and Danny D., all via Zoom, commented.

A motion was made by Mary L. Adams, seconded by Supervisor Wendy Root Askew, as amended, to:

a. Find the project is the adoption of commercial cannabis regulations that require subsequent discretionary permits that are themselves subject to CEQA review, and therefore is statutorily exempt from CEQA pursuant to Business and Professions Code section 26055(h);

bi Adopt Ordinance No. 5350 (Attachment A) amending Chapter 21.67 of Title 21 (non-coastal zoning) of the Monterey County Code to modify energy requirements for indoor cannabis cultivation and amending Chapter 21.69 of Title 21 (the Outdoor Cannabis Cultivation Pilot Program) to:

- 1) Add the permanent grazing zoning district within the Cachagua Area Plan as locations where outdoor cannabis cultivation may be permitted;
- 2) Reduce the setback required from the nearest off-site structure from 500 feet to 250 feet;
- 3) Modify the criteria for granting an exception to the setback from the nearest off-site structure;
- 4) Increase the maximum allowable canopy from 10,000 square feet to 20,000 square feet; and
- 5) Extend the pilot program from 5 years to 8 years;

c. Adopt Ordinance No. 5351 (Attachment B) amending Chapter 20.67 of the Monterey County Coastal Implementation Plan, Part 1 (Title 20, coastal zoning) to modify energy requirements for indoor cannabis cultivation and amending Chapter 20.69 of Title 20 (Outdoor Cannabis Cultivation Pilot Program) to:

- 1) Reduce the setback required from the nearest off-site structure from 500 feet to 250 feet;
  - 2) Modify the criteria for granting an exception to the setback from the nearest off-site structure;
  - 3) Increase the maximum allowable canopy from 10,000 square feet to 20,000 square feet; and
  - 4) Extend the pilot program from 5 years to 8 years;
- (subject to certification by the California Coastal Commission)

d. Certify that the ordinance amending the energy requirements for indoor cannabis cultivation and amending the outdoor commercial cannabis cultivation pilot program (item "c" above) is intended to be carried out in a manner fully in conformity with the Coastal Act;

e. Direct staff to transmit the ordinance (item "c" above) to the California Coastal Commission for certification; and

f. Direct staff and the Board Cannabis Committee to annually review the outdoor cannabis cultivation pilot program to include consideration of revisions to the program until 100 permits are approved with an amendment to add the interim good standing pathway to compliance in order

to allow the outdoor pilot projects to proceed this growing season.

It is recommended that the Board take action on final ordinances before July 1, 2021 in order to apply the statutory exemption from CEQA that expires on July 1, 2021.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

14. Consider receiving an update on the Salinas Valley Groundwater Basin Investigation.

Howard Franklin, Senior Water Resources Hydrologist from the Water Resources Agency, Dr. Hensen and Mr. Derrick Williams, all via Zoom, presented via PowerPoint presentation.

Open for public comments; Nancy Isaickson and Thomas Virsik, via Zoom, commented.

Upon consensus the Board:

Received an update on the Salinas Valley Groundwater Basin Investigation.

15. It is recommended that the Board of Supervisors:
- Receive a report on the 2021 Redistricting process; and
  - Receive staff recommendation on the project timeline and the formation of the 2021 Redistricting Community Advisory Commission; and
  - Provide staff direction as appropriate.

Rosemary Soto, Management Analyst from the County Administrative Office, via Zoom, presented via PowerPoint presentation.

Open for public comments; Tama Olver and Sharon Miller, via Zoom, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams, with Supervisor Wendy Root Askew, voting no to:

- Receive a report on the 2021 Redistricting process; and
- Receive staff recommendation on the project timeline and approve staff recommendation Item No. 1 on the formation of the 2021 Redistricting Community Advisory Commission; and
- Provide staff direction as appropriate.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: NAY

Motion carried 4 to 1

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips for the eligibility criteria for:

Staff to do the full recruitment for those interested serving on the commission;

Each Supervisor to nominate from the pool of interested candidates 3 potential members to serve;

and

The full Board to approve the 15 potential candidates to serve as the commissioners.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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): Unit S

The Board took no reportable actions on items 1.b.(1)

c. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Monterey Martini, Inc., dba Lalla Oceanside Grill v. County of Monterey, et al., (Monterey County Superior Court Case No. 21CV001185)

(2) Carmel Valley Association, Inc. v. County of Monterey, et al. (Court of Appeal, Sixth District, Case No. 17CV000131)

The Board took no reportable actions on items 1.d.(1)(2)

e. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.e.

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

The Board took no reportable actions on items 1.f.

**Adjourned**

The meeting was recessed in celebration of Valerie Ralph's birthday at 5:44 p.m. by Chair Supervisor Wendy Root Askew back into Closed Session and will adjourn from there.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH  
CLERK OF THE BOARD**

**APPROVED ON** \_\_\_\_\_



**Supplemental Sheet, Consent Calendar****Health Department**

16. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute Amendment No. 1 with Sun Street Centers for the provision of Whole Person Care Access Services for transportation and accompaniment of Whole Person Care enrollees to medical, mental health, social services, and housing services appointments, extending the term of the Agreement by seven (7) months for a revised full term from January 1, 2021 to December 31, 2021 and adding \$123,166 for a total Agreement amount of \$211,056; 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 total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (\$8,794) of the original Agreement amount.

**Approved - Agreement No.: A-15228; Amendment No.: 1**

17. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new Mental Health Services Agreement with Star View Behavioral Health, Inc. for the provision of Community Treatment Facility and Psychiatric Health Facility services in the amount of \$1,920,537 for Fiscal Year (FY) 2021-22, \$1,920,537 for FY 2022-23, and \$1,920,537 for FY 2023-24, for a total Agreement amount not to exceed \$5,761,611 for the term July 1, 2021 through June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$576,161.10) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15229**

18. a. Approve and authorize the Director of Health or Assistant Director of Health to sign State Agreement number 20-10292 with the California Department of Public Health in the amount of \$223,308 for the period retroactive to March 1, 2021 through June 29, 2023, to provide services to local communities with populations at high risk for diabetes, cardiovascular disease, and hypertension as part of the 1815 Supplemental Funds; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments up to ten percent (10%) (\$22,330) of the original contract amount, which does not significantly alter the scope of services.

**Approved - Agreement No.: A-15230**

19. Approve and Authorize the Director of Health or Assistant Director of Health to execute an Agreement with City of Gonzales (City) for the provision of administrative and enforcement services by the County of Monterey (County) of the City's tobacco retail license ordinance, Ordinance No. 2019-115 in Chapter 4.70, retroactive from November 16, 2020, terminable by either party pursuant to Section 7 of the Agreement.

**Approved - Agreement No.: A-15231**

20. Approve and Authorize the Director of Health or Assistant Director of Health to execute an Agreement with City of Seaside (City) for the provision of administrative and enforcement services by the County of Monterey (County) of the City's Tobacco Retail License (TRL) Ordinance, Ordinance No. 1076 under Chapter 7.80, retroactive from January 1, 2021, terminable by either party pursuant to Section 7 of the Agreement.

**Approved - Agreement No.: A-15232**

21. Approve and Authorize the Director of Health or Assistant Director of Health to execute an Agreement with City of Pacific Grove (City) for the provision of administrative and enforcement services by the County of Monterey (County) of the City's tobacco retail license ordinance, Ordinance No. 20-002, retroactive from June 30, 2020, terminable by either party pursuant to Section 7 of the Agreement.

**Approved - Agreement No.: A-15233**

22. Approve and authorize the County Counsel to execute Amendment No. 5 to Agreement A-13173 with Foley & Lardner, LLP, for independent consulting and legal services for the Health Department, extending the term two (2) years for a revised full term period of May 1, 2016 through June 30, 2023 and increasing the total Agreement by \$200,000 for a total Agreement liability not to exceed \$730,000.

**Approved - Agreement No.: A-13173; Amendment No.: 5**

23. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Mental Health Services Agreement with Davis Guest Home, Inc. for the provision of mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a maximum County obligation of \$876,438 for the term of July 1, 2021 through June 30, 2022; and
- b. Approve non-standard Risk terms in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$87,643) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No. A-15234**

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

**Adopted Resolution No.: 21-138**

25. a. Consider adoption of a resolution to provide economic relief and stimulus to restaurants, personal care service businesses, and public swimming pools and spas affected by the COVID-19 pandemic through the award of small grants during Fiscal Year 2021-22 in amounts equivalent to the amounts set forth in Article I.E of the Monterey County Master Fee Resolution in effect July 1, 2021, for oversight and services provided by the Health Department's Environmental Health Bureau; and
- b. Authorize supplemental funding from the County's designated American Rescue Plan Act funds for

Fiscal Year 2021-22

**Adopted Resolution No.: 21-139**

**Department of Social Services**

26. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Monterey County Children and Families Commission dba First 5 Monterey County for \$528,403 to implement the CalWORKs Home Visiting Program and ensure home visiting services are provided to CalWORKs customers for the period July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$52,840) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15235**

**Criminal Justice**

27. a. Support and Approve the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 5 (July 1, 2021 thru December 31, 2021) in the amount of \$510,000 with Aramark Services Inc. dba Aramark Correctional Services to provide food services and commissary for inmates, increase the agreement by \$510,000, with a new not to exceed amount of \$6,788,272; and
- b. Support and Approve the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendments as necessary, where there is no significant change to the Scope of Work and provided that the increase does not exceed \$90,000 per month.

**Approved - Agreement No.: A-14524; Amendment No.: 5**

28. Adopt a resolution amending the Juvenile Justice Coordinating Council bylaws.

**Adopted Resolution No.: 21-140**

**General Government**

29. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute a retroactive Amendment #2 with PFD Management Inc, operator of both the Schilling Place Café (located at 1441 Schilling Place, Salinas) and Jo's Café (located at 142 West Alisal Street, Salinas), to authorize a reduction of the contracted monthly minimum Base Rent of \$637.00 per location to \$1.00 per location retroactive to April 1, 2020 through June 30, 2021, for a total reduction in Base Rent not to exceed \$19,080 dollars.

**Approved - Agreement No.: A-13484; Amendment No.: 2**

30. a. Authorize the Director of the Information Technology Department, to execute the non-standard Agreement with Presidio Networked Solutions LLC (Presidio) incorporating the terms of Presidio's

existing National Association of State Procurement Officials “NASPO” Master Agreement No. AR 233 (CA participating Addendum No. 7-14-70-04) and Master Agreement AR 3229 (CA participating Addendum No. 7-20-70-47-06) to purchase Cisco and Palo Alto data communications products and services including hardware, software, licensing, and leasing cloud solutions for a total amount of \$241,934.47; and

b. Authorize the Director of the Information Technology Department to execute order forms and such documents as are necessary to implement the agreement with Presidio for the purchase of Cisco and Palo Alto data communications products and services including hardware, software, licensing, and leasing cloud solutions; and

c. Accept non-standard contract provisions as recommended by the Director of Information Technology; and

d. Authorize the Director of Information Technology to sign, subject to prior County Counsel review, one (1) amendment extending the term of the agreement, where there is no significant change to the NASPO Agreements.

**Approved - Agreement No.: A-15236**

- 31.**
- a. Adopt a resolution to accept a grant award of \$25,000 from The California Endowment, Request ID 20211828, Advancing Systems Transformation for Health Equity, to be used to build collective capacity of key stakeholders in government for the realization of racially equitable systems change in health equity, as viewed through a racial justice lens in Monterey County. (Grant Number 20211828);
  - b. Direct the Auditor-Controller to amend the Fiscal Year 2020-21 Adopted Budget, Fund 001, Appropriation Unit CAO024, increasing appropriations and estimated revenues by \$25,000 funded by The California Endowment (Grant Number 20211828) (4/5 vote required);
  - c. Ratify execution by Assistant County Administrative Officer’s designee of the terms and conditions of The California Endowment Grant (Grant Number 20211828), for the purpose of supporting Monterey County’s Governing for Racial Equity Initiative in a grant amount of \$25,000.

**Adopted Resolution: 21-141**

- 32.**
- a. Approve and authorize the County Administrative Officer, or his designee, to sign an Agreement with Ascent Environmental to provide technical and facilitative consultation services for the County Climate Action Plan, at a cost of \$166,885 for the period May 18, 2021 through May 30, 2023;
  - b. Authorize the County Administrative Officer, or his designee, to sign up to 3 amendments to this Agreement where the total amendments do not exceed 10% (\$16,688) of the contract amount and do not significantly change the scope of work; and
  - c. Provide other direction to staff as appropriate.

**Approved - Agreement No.: A-15237**

- 33.**
- a. Authorize the County Administrative Office, Office of Community Engagement and Strategic Advocacy (“CAO OCESA”) request for Board of Supervisors authority to accept a grant augmentation (Subaward XC20 03 0270, Cal OES ID 053-00000), in the amount of \$245,234, awarded by the California Governor’s Office of Emergency Services (Cal OES), , for the provision of direct services to victims of crime in Monterey County, for a total grant award of \$1,364,463 and extending the grant period to December 31, 2021 for a revised grant period July 1, 2016 through December 31, 2021; and
  - b. Authorize the Auditor-Controller to amend the Fiscal Year 2020-21 Adopted Budget for OCESA, Fund 001, Appropriation Unit CAO024, to increase appropriations and estimated revenues by \$122,617 funded by the grant augmentation from Subaward XC20 03 0270, Cal OES ID 053-00000, (4/5th vote required); and
  - c. Authorize the IGLA Assistant County Administrative Officer (ACAO) overseeing the OCESA or the ACAO’s designee to enter into amendments to existing operational agreements extending term to December 31, 2021 and distributing a total of \$245,234, for direct services delivery, with the following public and private entities: YWCA of Monterey County, CASA of Monterey County, Monterey County Rape Crisis Center, Seaside Police Department, and Greenfield Police Department; and
  - d. Authorize the CAO or the ACAO’s designee to apply for, execute memoranda, amendments or agreements, and administer documents to secure, receive, and distribute further funding from Cal OES for the grant period through December 31, 2021. -

**Adopted Resolution No.: 21-142**

- 34.**
- a. Approve and authorize the Director of the Information Technology Department to execute the non-standard agreement with a State and Local Agency Server and Cloud Enrollment Agreement with Insight Direct USA, Inc. (Insight), a Microsoft licensing reseller, for Microsoft Office 365 government services, data backup software, subscriptions, and associated maintenance/support, for the period of June 1, 2021 through June 30, 2024, in the maximum amount of \$4,501,582; and
  - b. Accept non-standard contract provisions as recommended by the Director of the Information Technology Department; and
  - c. Authorize the Director of the Information Technology to sign order confirmation on an as-needed basis pursuant this Agreement over the period of July 1, 2021 through June 30, 2024; and
  - d. Approve and authorize the Director of the Information Technology Department to execute up to three (3) amendments to the Agreement, extending the term by one (1) year each, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the total amount of all extensions does not exceed more than 10% of the original annual cost (\$150,053 maximum additional cost).

**Approved - Agreement No.: A-15238**

- 35.** Set June 2, 2021 at 9:00 A.M. or thereafter for a public hearing to consider adoption of the Fiscal Year 2021-22 Appropriation Limits pursuant to Article XIII B of the California Constitution.

**Approved**

36. a. Authorize the County Administrative Officer, or designee, to execute an Agreement with Dougherty Pump & Drilling, Inc. for water testing and reporting at Laguna Seca Recreation Area (LSRA) retroactive from October 1, 2020 through December 31, 2022, for a total not to exceed amount of \$78,000; and
- b. Approve and authorize the County Administrative Officer, or designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$7,800) and do not significantly change the scope of work.

**Approved - Agreement No.: A-15239**

**Public Works, Facilities and Parks**

37. a. Approve Amendment No. 4 to the Standard Agreement with Goodwin Consulting Group, Inc. to continue to provide assistance with annual administration of the East Garrison Public Financing Authority's Community Facilities District No. 2006-1, to update the hourly rates and service fee rates, increase the not-to-exceed amount by \$139,151 for a total amount not to exceed of \$223,816, and extend the expiration date from June 30, 2021 for seven (7) additional years and one (1) month through June 30, 2028, for a revised term from July 1, 2013 to June 30, 2028; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to the Standard Agreement and future amendments to the Agreement, where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

**Approved - Agreement No.: A-15240; Amendment No.: 4**

38. Adopt a Resolution:
- a. Supporting the Route Adoption for State Route 156 by the California Department of Transportation (Caltrans); and
- b. Authorizing the Director of Public Works, Facilities, and Parks to forward an executed copy of the Resolution to Caltrans.

**Adopted Resolution: 21-143**

**Housing and Community Development**

39. Receive an update from the Acting Director of Housing and Community Development (HCD) and the Director of Public Works, Facilities and Parks (PWFP) regarding the implementation of recommendations in the July 22, 2020 Citygate Associates, LLC report "Review of the Resource Management Agency".

**Received**

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, May 25, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Deputy County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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 MooreEmployee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) Robert Porter (Worker's Compensation Appeals Board case no. ADJ1149527)
    - (2) Robert Porter (Worker's Compensation Appeals Board case no. ADJ619764)
    - (3) Robert Porter (Worker's Compensation Appeals Board case no. ADJ545563)
    - (4) Robert Porter (Worker's Compensation Appeals Board case no. ADJ3777681)
    - (5) Peter Ramos (Worker's Compensation Appeals Board case no. ADJ11247022)
    - (6) Marina Coast Water District, et al. v. County of Monterey, et al. (Monterey County Superior Court case no. 19CV003305)
    - (7) Carmel Valley Association, Inc. v. County of Monterey, et al. (Court of Appeal, Sixth District, Case No. 17CV000131)
  - d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
    - (1) Worker's Compensation Claim of Carmen Reynoso



- e. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.
- f. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel and Monterey County Sheriff's Office regarding a potential threat to the security of a public building.
- g. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
  - (1) Property: 1011 Broadway Street, King City
  - Agency Negotiator(s): Henry S. Gonzales, Agricultural Commissioner and Randell Ishii, Public Works Facilities and Parks Director
  - Negotiating Parties: Larry Hayes for the Joan Miller Living Trust, dated September 25, 1996
  - Under negotiation: Price and terms
- h. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline, dismissal, or release of a public employee.

#### **Public Comment**

Open for public comments; David Rosen and a woman, in person (need to get her name), commented in person, Eric Egerton, Kassondra Vargas, Kristi Russem, Courtney Groeneveld, Claudia Soria, Ilana Rosenberg, Elizabeth Vargas, Majorie Balleras, Daniel Nemchonok, Scott Brusaschetti, Jennifer Jean-Pierre, Marlene Santos, Ninnie Aurea, Yolanda Martinez, Angie Gladstone, Bonnie Maddalon, Jolie Tatum, Steffaniec, Denise Melching, Zoe Bachman, and Maria (no last name given), all via Zoom, commented.

#### **The Board Recessed for Closed Session Agenda Items**

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

#### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

#### **Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Deputy County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

#### **Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

#### **Pledge of Allegiance**

The Pledge of Allegiance was led by Niaomi Hrepich, RD, WIC Director

#### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Correction to the Health Department Consent Calendar:

Item No. 24 is in receipt of a revised Board Report

Correction to the General Government Consent Calendar:

Item No. 40 is in receipt of a Board Report, a revised Attachment A and an added Attachment A1.

### Ceremonial Resolutions

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips , seconded by Supervisor Mary L. Adams to adopt Ceremonial Resolution 1.1.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

- 1.1 Adopt resolution honoring Dr. Gary R. Gray upon his retirement from Natividad Medical Center and public service to Monterey County residents. (Full Board - Supervisor Askew) (ADDED VIA ADDENDA)

Adopted Resolution No. 21-149

### Appointments

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams , seconded by Supervisor John M. Phillips to appoint/reappoint Appointment Item Numbers 2 - 7.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

2. Reappoint Roger Rinehart to the Emergency Medical Care Committee, with a term ending date to June 30, 2023. (Full Board)  
Reappointed
3. Reappoint Jon Anthony to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board)

**Reappointed**

4. Appoint Samuel Klemek to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board)

**appointed**

5. Appoint Bandy Smith to the Emergency Medical Care Committee, with a term ending date of June 30, 2023 2022. (Full Board)

**Appointed**

6. Reappoint Michael Esslinger to the Emergency Medical Care Committee, with a term ending date of June 30 2022. (Full Board)

**Reappointed**

7. Appoint Claudia P. Tibbs to the Monterey County Parks Commission, with a term ending date of May 25, 2025. (Supervisor Adams)

**Appointed****Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 18 through 46.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Other Board Matters**

- 7.1 Consider adoption of a Resolution censuring Monterey County Sheriff Stephen Bernal for failure to faithfully perform his duties by allowing inappropriate expenditures of County funds during the 2019 California State Sheriffs' Association convention in Monterey County. (ADDED VIA ADDENDA)

Charles McKee, County Administrator Officer, in person, from the County Administrative Office and Les Girard, County Counsel, via Zoom, from the County Counsel office presented the Resolution by sharing it on the screen to reference the resolution's content.

Open for public comment; Eric Peterson, gentleman in black sweatshirt and Airam Coronado, in person, commented and Karla Lobo, Christian (no last name provided), Bernie Gomez, Robert Daniels, MILPA Collective, Alexis Magdaleno, Cesar Lara, Andrea Rocha and Diana (no last name provided), all via Zoom, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to: Adopt Resolution No. 21-384 censuring Monterey County Sheriff Stephen Bernal for failure to faithfully perform his duties by allowing inappropriate expenditures of County funds during the 2019 California State Sheriffs' Association convention in Monterey County.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**8. Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4256](http://monterey.granicus.com/EditFile.php?clip_id=4256)

**9. County Administration Officer Comments and Referrals**

Charles McKee, County Administrative Officer made comments and shared two new referrals:

From Supervisors John M. Phillips and Supervisor Wendy Root Askew Referral No. 2021.09:  
Referral purpose: Clarify the purpose and responsibilities of each Board of Supervisors committee to improve staff workflow and BOS decision making ability.

From Supervisors Chris Lopez Referral No. 2021.10: Referral Purpose: The purpose of this referral is to investigate the legal viability of creating/co-funding research, through industry funded mechanisms, to address challenges within our agricultural community.

Open for public comments; no comments made.

County Administrative Officer comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4256](http://monterey.granicus.com/EditFile.php?clip_id=4256)

**10. General Public Comments**

Open for general public comment for item's not on today's agenda; Maria Carmen Parra with the assistance of Spanish Interpreter Maria Avila, Cesar Lara, Dr. Susan Ratcliff, Kevin Dayton, Eliza Gomez, Teri Short, and Bernie Gomez.

**10:30 A.M. - Scheduled Matters**

**11. Monterey Bay Football Club's Plans for the Monterey Bay Region.**

Supervisor Luis A. Alejo, via Zoom, made opening remarks with Mike Digiulio, via Zoom, who presented via PowerPoint presentation.

Open for public comments; no public comments made.

Upon consensus the Board received the:

**Monterey Bay Football Club's Plans for the Monterey Bay Region.**

- 12.** CONTINUED FROM MARCH 16, 2021 - It is recommended that the Board of Supervisors:
- 1) Consider whether to hold an election for a directly elected Board of Directors either in November 2021 or November 2022;
  - 2) If held in November 2021, adopt a resolution directing the Registrar to conduct the election as more fully described in the staff report.
  - 3) If held in November of 2022, adopt a resolution declining a November 2021 election and directing staff to return with a procedure and/or options for a November 2022 election.

**Randy Ishii, Director of Public Works, Facilities and Parks, via Zoom, from the Director of Public Works, Facilities and Parks verbally presented.**

Open for public comments; no public comments made.

CONTINUED FROM MARCH 16, 2021 and Acting as the Board of Directors of the East Garrison Community Services District to:

1. Consider whether to hold an election for a directly elected Board of Directors in November 2021 or November 2022;
2. If held in November 2021, adopt a resolution recommending that the Monterey County Board of Supervisors (BOS) adopt a resolution directing the Registrar of Voters (ROV) to conduct the election as more fully described in the staff report and adopt a resolution directing EGCSO to reimburse the Elections Department (ED), in full, for costs associated with conducting the election and the ROV certifying the election results.
3. If held in November 2022, adopt a resolution recommending that the Monterey County Board of Supervisors (BOS) adopt a resolution declining a November 2021 election and directing staff to return with a procedure and/or options for a November 2022 election.

A motion was made Director Wendy Root Askew, seconded by Director Luis A. Alejo to: Adopt Resolution No. 21-144 recommending that the Monterey County Board of Supervisors (BOS) adopt a resolution declining a November 2021 election and directing staff to return with a procedure and/or options for a November 2022 election.

Roll call vote taken pursuant to Government Code 54953:

Director Alejo: AYE

Director Phillips: AYE

Director Lopez: AYE

Director Adams: AYE

Chair Director Root Askew: AYE

**12:00 P.M. - Recessed to Lunch**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Wendy Strimling, Deputy County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

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

Nick Chiulos, Assistant County Administrative Officer made opening remarks with the additional presenters:

Dr. Edward Moreno, Health Officer, via Zoom, from the Health Department presented on the local/state metrics, testing and vaccinations (supply, distribution and clinics) and CDPH guidance on gatherings via PowerPoint presentation.

Open for public comments; Rick Manning and Nina Beety, both via Zoom, commented.

Upon consensus the Board received a:

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

14. ***Response to Referral No. 2021.04***

- a. Consider updated options for a Monterey County COVID-19 Funeral and Burial Assistance Program; and,  
b. Provide direction to staff.

Justin Lin, Emergency Services Planner from the County Administrative Office, via Zoo presented via PowerPoint presentation.

Open for public comments; no public comments made.

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

- a. Consider updated options for a Monterey County COVID-19 Funeral and Burial Assistance Program; and,  
b. Directed staff to develop the program as follows:  
1. Program cap of \$500,000 USD  
2. Program duration through Dec. 31, 2022  
3. Funeral Assistance up to \$9,000 with funeral expense receipts  
4. Follows the FEMA Program guidelines for eligibility and expense requirements  
5. Eligibility: Low-income undocumented Monterey County applicants and decedents and include the FEMA Program Excluded Groups: Temporary tourist visa holders, Foreign students, Temporary work visa holders, Habitual residents such as citizens of the Federated States of Micronesia, Palau, and the Republic of the Marshall Islands.  
6. Receive the Information Sharing Agreement from FEMA for accountability; and  
7. The funding source will come from ARPA

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

15. a. Receive an update on the implementation of the Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project (“Pilot Project”), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and
- b. Approve a proposed reporting timeline for updates on the VIDA Project, to include budget and community needs assessments; and
- c. Provide direction to staff as appropriate.

Rosemary Soto, Management Analyst III from the County Administrative Office, Krista Hanni, Public Health Manager from the Health Department, Dan Baldwin from the Community Foundation and Andrea Manzo, from COPA, all via Zoom, presented via PowerPoint presentation.

Open for public comments; Alfred Dias Infante, in person, Regina Mason, Kristine Edminds, Lyvesha Franklin, Ignacio Avalos who was assisted by Jocelyn Martinez, Spanish Interpreter, Andrea Aquino, Sarait Martinez, Elsa Sanchez, Claudia Rivera who was assisted by Jocelyn Martinez, Spanish Interpreter, Resignacion Salvador Lopez, Juan Cabrera, Estevan (no last name provided), Elizabeth DeJesus who was assisted by Jocelyn Martinez, Spanish Interpreter, Anna Velasquez and Alfonso (no last name provided) who was assisted by Jocelyn Martinez, Spanish Interpreter, all via Zoom, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

- a. Receive an update on the implementation of the Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project (“Pilot Project”), a County-wide project responding to the disparate impacts of the COVID-19 pandemic on Communities of Color residing in the census tracts of the lowest quartile of the Healthy Places Index (HPI Census Tracts); and
- b. Approve a proposed reporting timeline for updates on the VIDA Project, to include budget and community needs assessments; and
- c. Provide direction to staff as appropriate.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

16. a. Consider approval of the response to the 2020-21 Monterey County Civil Grand Jury Final Report “Vacation Rentals Enforcement in Monterey County: Little Progress Despite Years of Struggle”; and
- b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by June 15, 2021.

Nick Chiulos, Assistant County Administrative Officer, via Zoom, made opening remarks with Mike Novo, Management Specialist, in person, from the Housing and Community Development verbally presented.

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew, as amended:

- a. Considered to approve the response to the 2020-21 Monterey County Civil Grand Jury Final Report "Vacation Rentals Enforcement in Monterey County: Little Progress Despite Years of Struggle"; and
- b. Directed the County Administrative Officer to return with an amended response by Tuesday, June 8, 2021, for the Board's acceptance; and
- c. Then direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by June 15, 2021.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**17. REF100042/REF130043 - VACATION RENTAL ORDINANCES**

Public hearing to receive policy direction on draft ordinances amending Title 7 (Vacation Rental Operation Permits and Business Licenses), Title 20 (Coastal Zoning) and Title 21 (Inland Zoning) of the Monterey County Code to establish regulations for Vacation Rentals in the unincorporated areas of Monterey County, and a proposed compliance program for vacation rentals.

Public hearing commenced.

Melanie Beretti, Services Manager, via Zoom, from the Housing Community Development Department presented via PowerPoint presentation.

Open for public comments; no public comments made.

Upon consensus the Board held a:

**REF100042/REF130043 - VACATION RENTAL ORDINANCES**

Public hearing to receive policy direction on draft ordinances amending Title 7 (Vacation Rental Operation Permits and Business Licenses), Title 20 (Coastal Zoning) and Title 21 (Inland Zoning) of the Monterey County Code to establish regulations for Vacation Rentals in the unincorporated areas of Monterey County, and a proposed compliance program for vacation rentals.

**Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT**

**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.



The Board took no reportable actions on items 1.a.

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

The Board took no reportable actions on items 1.b.

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Robert Porter (Worker's Compensation Appeals Board case no. ADJ1149527)

(2) Robert Porter (Worker's Compensation Appeals Board case no. ADJ619764)

(3) Robert Porter (Worker's Compensation Appeals Board case no. ADJ545563)

(4) Robert Porter (Worker's Compensation Appeals Board case no. ADJ3777681)

(5) Peter Ramos (Worker's Compensation Appeals Board case no. ADJ11247022)

(6) Marina Coast Water District, et al. v. County of Monterey, et al. (Monterey County Superior Court case no. 19CV003305)

(7) Carmel Valley Association, Inc. v. County of Monterey, et al. (Court of Appeal, Sixth District, Case No. 17CV000131)

The Board took no reportable actions on items 1.c.(1)(2)(3)(4)(5)(6)(7)

d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.

(1) Worker's Compensation Claim of Carmen Reynoso

The Board took no reportable actions on items 1.d.(1)

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

The Board took no reportable actions on items 1.e.

f. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel and Monterey County Sheriff's Office regarding a potential threat to the security of a public building.

The Board took no reportable actions on items 1.f.

g. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: 1011 Broadway Street, King City

Agency Negotiator(s): Henry S. Gonzales, Agricultural Commissioner and Randell Ishii, Public Works Facilities and Parks Director

Negotiating Parties: Larry Hayes for the Joan Miller Living Trust, dated September 25, 1996

Under negotiation: Price and terms

The Board took no reportable actions on items 1.g.(1)

h. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline, dismissal, or release of a public employee.

The Board took no reportable actions on items 1.h.

**Adjourned**

The meeting was adjourned in Memory of George Floyd at 6:18 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY: \_\_\_\_\_**  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON \_\_\_\_\_**

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

18. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full agreement term of July 1, 2017 through June 30, 2022, and adding \$1,130,000 for a revised total agreement amount not to exceed \$4,130,000.

**Approved - Agreement No.: A-13599; Amendment No.: 2**

19. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13598) with Pacific Health Alliance for project administration ("PA") services for the County of Monterey's Esperanza Care Program (Pilot Project for the Remaining Uninsured), extending the agreement an additional twelve (12) month period (January 1, 2022 through December 31, 2022) for a revised full agreement term of August 1, 2017 through December 31, 2022, and adding \$300,000 for a revised total agreement amount not to exceed \$1,450,000.

**Approved - Agreement No.: A-13598; Amendment No.: 4**

20. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the Professional Services Agreement with Community Homeless Solutions for the provision of medical care and medical director services by Natividad physicians at the Central Coast Respite Center for the period June 1, 2021 to May 31, 2023. There is no cost for this Agreement.

**Approved - Agreement No.: A-15242**

21. a. Authorize the Chief Executive Office for Natividad Medical Center (NMC) or his designee to execute the Professional and Call Coverage Services Agreement with CEP America-Psychiatry, PC, a California professional corporation dba Vituity to provide psychiatry services at NMC for the period the June 1, 2021 to May 31, 2024 for an amount not to exceed \$8,236,050 in the aggregate; and  
b. Authorize the Deputy Purchasing Agent for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$823,605) of the original contract amount.

**Approved - Agreement No.: A-15243**

22. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the Professional Services Agreement with Access Support Network for the provision of medical care and education services by Natividad physicians at Access Support Network Syringe Exchange

Program for the period June 1, 2021 to May 31, 2022. There is no cost for this Agreement.

**Approved - Agreement No.: A-15244**

23. Approve and authorize the Chair of the Board of Supervisors to execute, on behalf of the County, a Lease Agreement with Monterey Bay Management Services, LLC, to lease office space located at Natividad Medical Center (NMC), 1441 Constitution Boulevard, Building 400, in Salinas, California for the period June 1, 2021 to May 31, 2024 for 5935 square feet of space located at 1441 Constitution Boulevard, Building #400, Suite #100, Salinas, CA at the monthly rate of \$14,935, subject to an annual rent adjustment of three percent, with a 6-month termination without cause provision.

**Approved - Agreement No.: A-15245**

### **Health Department**

24. Approve and authorize the Director of Health, or Assistant Director of Health, to execute Amendment No. 3 to Agreement with Medical Doctor Associates, dba Cross Country Locums (Cross Country), re-classifying independent contractors to employees and increasing the contract amount by \$570,000 for a revised contract amount not to exceed \$1,720,000 for locum tenens healthcare provider referrals, effective upon execution by both parties through June 30, 2022.

**Approved - Agreement No.: A-14746; Amendment No.: 3**

25. a. Approve and authorize the Director of Health or Assistant Director of Health to sign a three-year Mental Health Services Agreement with National Alliance on Mental Illness, Monterey County (NAMI MC), for the provision of education, support, information and referrals to those affected by mental illnesses in the amount of \$120,000 for Fiscal Year (FY) 2021-22, \$120,000 for Fiscal Year (FY) 2022-23 and \$120,000 for Fiscal Year (FY) 2023-24 for a total Agreement not to exceed \$360,000 to July 1, 2021 through June 30, 2024; and  
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$36,000) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15246**

26. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement with The Village Project, Inc. for the term July 1, 2021 - June 30, 2023 for mental health and after school program services to Monterey County residents in the amount of \$170,000 for Fiscal Year (FY) 2021-22 and \$170,000 for FY 2022-23 for a total Agreement not to exceed \$340,000 for the term of July 1, 2021 through June 30, 2023; and  
b. Authorize the Director of Health or Assistant Director of Health to approve up to three future amendments that do not exceed ten percent (10%) (\$34,000) of the original amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15247**

27. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement with Chamberlain's Youth Services for the provision of Short Term Residential Therapeutic Program services in the amount of \$612,348 for Fiscal Year (FY) 2021-22, \$612,348 for FY 2022-23, and \$612,348 for FY 2023-24, for a total Agreement amount not to exceed \$1,837,044 for the term July 1, 2021 through June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$183,704.40) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15248**

28. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 8 to Alcohol and/or Drug Service Agreement A-14020 with Sun Street Centers for the provision of alcohol and drug recovery services which increases the current Fiscal Year (FY) 2020-21 contract amount of \$16,304,409 by \$84,625 for a new total Agreement amount not to exceed \$16,389,034 for the full-term July 1, 2018 - June 30, 2021.

**Approved - Agreement No.: A-14020; Amendment No.: 8**

29. a. Approve and authorize the Director of Health or the Assistant Director of Health to sign Amendment No. 2 to Agreement No. A-15013 with Maxim Healthcare Services Holdings, Inc. DBA Maxim Healthcare Staffing Services, Inc., for the purpose of providing supplemental licensed healthcare staffing for COVID-19 case investigations and supplemental staffing in Health Department Clinic Services, Public Health and Behavioral Health clinics, increasing the total Agreement by \$2,948,000 for a total Agreement not to exceed, \$3,848,000, to cover additional services and extending the term for two (2) years and one (1) month for a revised full term of October 28, 2020 through July 31, 2023; and
- b. Approve the Director of Health or the Assistant Director of Health to approve up to two (2) future Amendments that do not exceed ten percent (10%) (\$90,000) of the original Agreement amount and does not significantly alter the scope of services; and
- c. Authorize the Director of Health or the Assistant Director of Health to approve Amendments to add Classifications and pay rates, as needed.

**Approved - Agreement No.: A-15013; Amendment No.: 2**

30. Adopt a further Resolution amending Article I.d. of the Monterey County Master Fee Resolution effective July 1, 2021, as corrected, to adjust certain fees related to the Health Department's Clinic Services Bureau (Clinic Services) pursuant to the attached Fee Schedule.

**Adopted Resolution No.: 21-145**

### **Department of Social Services**

31. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with United Way Monterey County for \$116,743.00 to provide community service/volunteer placement and job coordination services to CalWORKs Welfare-To-Work (WTW), CalFresh Employment and

Training (CFET), and General Assistance (GA) customers for the period July 1, 2021 through June 30, 2022; and

b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$11,674.00) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15249**

- 32.** a. Approve and authorize the Director of the Department of Social Services to sign an agreement with the Regents of the University of California, Davis Extension for \$256,913.00 for the provision of staff training for the period July 1, 2021 through June 30, 2022, including non-standard mutual indemnity provisions; and

b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$25, 691) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15250**

- 33.** a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Goodwill Central Coast for \$1,400,000 to provide Expanded Subsidized Employment (ESE) training, supervision, intensive case management, and job performance evaluations for CalWORKs Welfare-to-Work customers for the period of July 1, 2021 through June 30, 2022 and:

b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$140,000) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15251**

### **Criminal Justice**

- 34.** a. Approve and authorize the Chief Probation Officer to sign Agreement with Turning Point of Central California, Incorporated in the amount not to exceed \$598,600, to provide Transitional Housing services for adult offenders eligible for the AB109 Public Safety Realignment plan for the term from July 1, 2021 to June 30, 2022; and

b. Authorize the Chief Probation Officer to sign up to three (3) future amendments to the Agreement where the amendments do not exceed ten percent (10%) of the original contract amount (\$59,860) and do not significantly change the scope of work.

**Approved - Agreement No.: A-15252**

- 35.** a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign an Agreement with Community Human Services (CHS), for a total not to exceed amount of \$135,700, to provide family counseling and treatment, and substance abuse prevention services for youth under Juvenile Justice Crime Prevention Act (JJCPA) programs for the term from July 1, 2021 to June 30, 2022; and

b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign up to three

(3) future amendments to the Agreement where the amendments do not exceed ten percent (10%) of the original contract amount (\$13,570) and do not significantly change the scope of work.

**Approved - Agreement No.: A-15253**

**General Government**

- 36.** a. Authorize the Director of the Information Technology Department to execute amendment no. 4 to the services agreement with Open Text, Inc. for support of Right Fax, increasing the amended agreement amount by \$18,013, for a revised agreement total of \$57,008.18, and extending the term by two (2) years, for a revised agreement term of July 1, 2016 through June 30, 2023; and
- b. Approve and authorize the Director of Information Technology to execute up to one (1) amendment to this Agreement, extending the term by one (1) year, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the cost of the prior year.

**Approved - Agreement No.: A-14669; Amendment No.: 4**

- 37.** a. Approve and authorize the Director of the Information Technology Department to execute a non-standard Agreement with Governmentjobs.com, Inc. DBA NEOGOV to purchase Insight Enterprise (IN), Perform (PE), Onboard (ON), and Learn (LE) subscriptions and integration licenses for Learn Sharable Content Object Reference Model (SCORM), Onboard Documents Export Subscription, Application Programming Interface (API) and eSkill Pre-Employment for an amount not to exceed \$605,212, for the term June 1, 2021 through June 30, 2024; and
- b. Approve non-standard provisions as recommended by the Director of the Information Technology Department; and
- c. Approve and authorize the Director of Information Technology to execute up to three (3) amendments to this Agreement, extending the term by one (1) year each, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the cost of the prior year.

**Approved - Agreement No.: A-15254**

- 38.** Adopt an ordinance amending Chapter 7.100 of the Monterey County Code to suspend the Fiscal Year 2021-2022 automatic increases on the County's commercial cannabis business tax rates and resume the automatic increases in Fiscal Year 2022-2023 on July 1, 2022.

**Adopted Ordinance No. 5349**

- 39.** a. Approve and authorize the Director of the Emergency Communications Department to sign a Statement of Work with AT&T, through California Master Purchase Agreement #4145-6, for an amount not to exceed \$466,494.29 to purchase fourteen additional VIPER 9-1-1 Phone System consoles, Satellite VIPER Node, installation, and 5 years of maintenance support; and
- b. Authorize the Director of the Emergency Communications Department to sign up to three Change Orders this Statement of Work where the total Change Orders do not exceed 10% (\$46,649) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15255**

40. a. Approve Amendment No. 2 to Agreement No. A-13724 with i-Sight to continue to provide Case Management Software Services, and extend the expiration date for five (5) additional years, for a revised term from May 31 2021, to May 30, 2026, and increase the not to exceed amount by \$57,400, for a revised total amount not to exceed \$104,900; and
- b. Authorize the Civil Rights Office to execute Amendment No. 2 to Agreement No. A-13724 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

**Approved - Agreement No.: A-13724; Amendment No.: 2****Public Works, Facilities and Parks**

41. a. Adopt the proposed, updated County Parks Volunteer Program Handbook; and
- b. Delegate and Authorize the Public Works, Facilities, & Parks Director, or designee, with the support of the Parks Commission, to make future updates to the Volunteer Program Handbook and related forms that do not involve major program or policy changes.

**Adopted**

42. a. Approve a Temporary Construction Easement Agreement between County of Monterey and CVR HSGE, LLC, a Delaware limited liability company, in the amount of \$2000.00, for temporary construction easements over portions of APN 169-091-048 and 416-522-021 for the construction of Robinson Canyon Road Scour Repair Project, Project No. 3851; and
- b. Authorize the Director of Public Works, Facilities and Parks to execute the Temporary Construction Easement Agreement, on behalf of the County.

**Approved - Agreement No.: A-15256**

43. a. Approve an Agreement for a Temporary Construction Easement (0.918 acres) between the County of Monterey and Orradre Ranch in Bradley, California (APN 424-101-020), in the amount of \$1,000 for a Temporary Construction Easement for the construction of the Bradley Road Scour Repair Project, Project No. 3852;
- b. Approve an Agreement for a Temporary Construction Easement (1.363 acres and 1.271 acres respectively) between County of Monterey and Porter Estate Company Bradley Ranch, Inc., in Bradley, California (APN 424-101-021 and APN 424-101-008), in the amount of \$2,000.00, for a Temporary Construction Easement for the construction of the Bradley Road Scour Repair Project, Project No. 3852; and
- c. Authorize the Director of Public Works, Facilities and Parks to execute the Agreements for a Temporary Construction Easement on behalf of the County.

**Approved - Agreement No.: A-15257**

44. Approve and Authorize the Director of Public Works, Facilities, & Parks to execute Amendment No.



1 to the Measure X Pavement Management Program Funding Agreement between the Transportation Agency for Monterey County (TAMC) and County of Monterey.

**Approved - Agreement No.: A-15258; Amendment No.: 1**

- 45.** Adopt a resolution to:
- Accept the 2020 Annual Report of the Mileage of Maintained County Roads, tabulated at 1,261.67 center line miles; and
  - Authorize the Director of Public Works, Facilities, & Parks to submit Monterey County's 2020 Annual Report to the California Department of Transportation.

**Adopted Resolution No.: 21-146**

- 46.** Introduce, waive the reading and set June 8, 2021, as the date to consider adopting an ordinance to continue prohibiting parking at all times on the east side of State Highway 1 from the centerline of the Point Lobos State Park entrance northerly for a distance of 1800 feet and from the centerline of the Point Lobos State Park entrance southerly for a distance of 1800 feet, in the unincorporated area of Monterey County.

**Approved**

**Addenda/Supplemental**

**47. ADDENDA**

**Added to Ceremonial Resolutions**

- 1.1 Adopt resolution honoring Dr. Gary R. Gray upon his retirement from Natividad Medical Center and public service to Monterey County residents. (Full Board - Supervisor Askew)

**Added to Other Board Matters**

- 7.1 Consider adoption of a Resolution censuring Monterey County Sheriff Stephen Bernal for failure to faithfully perform his duties by allowing inappropriate expenditures of County funds during the 2019 California State Sheriffs' Association convention in Monterey County.

**SUPPLEMENTAL**

**Revised Other Board Matters**

9. Revised attachment: Revised Referrals 5-25-21
9. Added attachment: BoS Referral No. 2021.10

**Added attachment to 1:30 P.M. - Scheduled Matters**

17. REF100042/REF130043 - VACATION RENTAL ORDINANCES  
Public hearing to receive policy direction on draft ordinances amending Title 7 (Vacation Rental Operation Permits and Business Licenses), Title 20 (Coastal Zoning) and Title 21 (Inland Zoning) of the Monterey County Code to establish regulations for Vacation Rentals in the unincorporated areas of Monterey County, and a proposed compliance program for vacation rentals..

**Revised Board Report to Health Department**

24. Approve and authorize the Director of Health, or Assistant Director of Health, to execute Amendment No. 3 to Agreement with Medical Doctor Associates, dba Cross Country Locums (Cross Country), re-classifying independent contractors to employees and increasing the contract amount by \$570,000 for a revised contract amount not to exceed \$1,720,000 for locum tenens healthcare provider referrals, effective upon execution by both parties through June 30, 2022.

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Wednesday, June 2, 2021**

**9:00 AM**

**and Thursday, June 3, 2021 at 9:00 a.m. - Continuation**

## **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Charles McKee, County Administrative Officer.

**Additions and Corrections by Clerk**

There were no additions and corrections to the agenda.

**General Public Comments**

Open for general public comment for item's not on today's agenda; no public comments made.

**Scheduled Matters**

1. Adopt a Resolution to:
  - a. Establish a Section 115 Pension Trust administered by Public Agency Retirement Services (PARS) and appointing the County Administrative Officer as the Plan Administrator; and
  - b. Adopt the Monterey County Pension Liability Policy; and
  - c. Authorize the Auditor-Controller and the County Administrative Office to post the necessary budget adjustments and accounting entries, including operating transfers to establish proper accounting and financial reporting mechanism for the Section 115 Pension Trust during FY2020-21 and FY2021-22, as appropriate; and
  - d. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations in the County Administrative Office's Other Financing Uses Budget Unit (001-1050-CAO017-8038) by \$8,038,138, financed by the release of the General Fund Compensated Absence Assignment (BSA 3115) for the operating transfer out to the Section 115 Pension Trust (4/5ths vote); and
  - e. Cancel the General Fund Compensated Absence Assignment (BSA 3115) of \$8,038,138 in FY

2020-21 (4/5ths vote); and

f. Authorize and direct the Auditor-Controller to transfer the FY 2020-21 ending reconciled balance in the UAL-PERS Unfunded Liability sub-BSA (2103), Payroll Revolving Fund (Fund 543) as an additional contribution to the newly established Section 115 Pension Trust.

**Juan Pablo Lopez, Principle Administrative Analyst, via Zoom, from the Budget Department verbally presented.**

Open for public comments; no public comments made.

**A motion was made by Supervisor Luis A, Alejo, seconded by Supervisor Wendy Root Askew to Adopt Resolution No. 21-147 to:**

- a. Establish a Section 115 Pension Trust administered by Public Agency Retirement Services (PARS) and appointing the County Administrative Officer as the Plan Administrator; and**
- b. Adopt the Monterey County Pension Liability Policy; and**
- c. Authorize the Auditor-Controller and the County Administrative Office to post the necessary budget adjustments and accounting entries, including operating transfers to establish proper accounting and financial reporting mechanism for the Section 115 Pension Trust during FY2020-21 and FY2021-22, as appropriate; and**
- d. Authorize and direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations in the County Administrative Office's Other Financing Uses Budget Unit (001-1050-CA0017-8038) by \$8,038,138, financed by the release of the General Fund Compensated Absence Assignment (BSA 3115) for the operating transfer out to the Section 115 Pension Trust (4/5ths vote); and**
- e. Cancel the General Fund Compensated Absence Assignment (BSA 3115) of \$8,038,138 in FY 2020-21 (4/5ths vote); and**
- f. Authorize and direct the Auditor-Controller to transfer the FY 2020-21 ending reconciled balance in the UAL-PERS Unfunded Liability sub-BSA (2103), Payroll Revolving Fund (Fund 543) as an additional contribution to the newly established Section 115 Pension Trust.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 2. Adopt a Resolution for the Fiscal Year 2021-22 GANN Appropriation Limits pursuant to Article XIII B of the California Constitution.**

**Becky Gong, Chief Deputy Auditor-Controller, via Zoom, from the Auditor- Controller office verbally presented.**

Open for public comments; no public comments made.

**A motion was made by Supervisor Luis A, Alejo, seconded by Supervisor John M. Phillips to: Adopt Resolution No. 21-148 for the Fiscal Year 2021-22 GANN Appropriation Limits pursuant to Article XIII B of the California Constitution.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

Chair Supervisor Root Askew: AYE

**Open the public hearing to consider the FY 2021-22 Recommended Budget.**

3. County Administrative Officer's comments on the FY 2021-22 Recommended Budget.

Charles McKee, County Administrative Officer made opening remarks.

4. Report of the Budget Committee and Comments by Board Members.

Luis A. Alejo Chair and Wendy Root Askew, Vice Chair of the Budget Committee made comments followed by the other Supervisors.

5. County Administrative Office presentation of the FY 2021-22 Recommended Budget.

DeWayne Woods, Assistant County Administrative Officer and Ezequiel Vega, County Budget Director both, via Zoom, from the County Administrative Office presented via PowerPoint presentation.

**Public Comment regarding the Recommended Budget & Department Budget Public Hearings**

Open for public comments; Blonde hair women black top and Veronica (no last name provided), both in person, commented; Sid Williams, John Lotz, Walan Chang, Rafael Hernandez, Andria Brinson, Candy DePauw, Donna E. Meyers, Cesar Lara, Melanie Scherer, Freny Cooper, Joseph DeRuosi, Paul Tran, Kathy Morgan, Kevin Dayton, Yvette Padilla, Robert Daniels, Mary Hartunian, Lora with SNIPSBUS, Erica Lee, Ricky Cabrera, Ann (no last name provided), Eloise Shim, Sonia Koehlr, Bernie Gomez, Monta Potter, MILPA Collective Rosario Mendoza, AJ Casas, Denise Noel, Maria Carmen Parra for Graisella with the assistance of Spanish Interpreter Maria Avila, Brenda Heller, Stephen Johnson, Deneen Guss, Airam Coronado, Diana Carasco, Kim Stemler, Jannine Chiourrat, Aaron Johnson, Veronica Miramontes, Edgar Ernesto Ibarra Guterrez, Marianna Cervantes and MILPA Collective Alexis Magadalen, all via Zoom, commented.

**Recessed to Lunch**

**Reconvened**

**Departmental Presentations**

6. Departmental Budget Public Hearings Schedule (attached order of Departmental Budget Presentations).

**Finance and Administration (General Government)**

- a. 1050 County Administrative Office...pg. 177

8054 Intergovernmental & Legislative Affairs (CAO004)

Nick Chiulos, Assistant County Administrative Officer, via Zoom, presented via PowerPoint presentation.

**b. 1930 Information Technology...pg. 319**

- 8432 ITD Administration (INF002)
- 8433 Applications (INF002)
- 8434 Service Delivery (INF002)
- 8436 Infrastructure (INF002)
- 8437 Security (INF002)
- 8439 Information Technology (INF002)

**Eric Chatham, IT Director and Alex Zheng, Division Manager, both via Zoom, from the Informational Technology Department presented via PowerPoint presentation.**

**Public Safety/Criminal Justice****c. 2300 Sheriff-Coroner...pg. 357**

- 8225 Civil (SHE001)
- 8227 Professional Standards (SHE001)
- 8229 Records and Warrants (SHE001)
- 8233 Custody Administration (SHE006)
- 8234 Court Services (SHE003 & SHE006)
- 8238 Jail Operations and Administration (SHE003 & SHE006)
- 8239 Inmate Programs (SHE003)
- 8242 Enforcement Operations and Administration (SHE001 & SHE006)
- 8245 Coroner & Investigation (SHE001 & SHE006)
- 8246 Narcotics (SHE006)
- 8250 Community Services and Special Enforcement (SHE001)
- 8273 Administration and Indirect Costs (SHE001)
- 8532 Inmate Medical Program (SHE003)

**Sheriff Stephen Bernal and Undersheriff John Mineau, both via Zoom, from the Monterey County Sheriff's Office presented via PowerPoint presentation.**

**Land Use and Environment****d. 3200 Public Works, Facilities and Parks...pg. 451**

- 8551 County Disposal Sites (PFP001)
- 8552 Facility Services (PFP054)
- 8553 Utilities (PFP055)
- 8554 Litter Control (PFP002)
- 8555 Special Districts Administration (PFP003)
- 8556 Parks Operations (PFP058)
- 8557 Stormwater/Floodplain Management (PFP061)
- 8558 Road & Bridge Engineering (PFP004)
- 8559 Road & Bridge Maintenance (PFP004)
- 8560 Fish & Game Propagation (PFP059)
- 8561 East Garrison Public Financing Authority (PFP005)

8562 East Garrison Community Services District (PFP006)  
8563 Capital Projects (PFP056)  
8564 Facility Master Plan Projects (PFP057)  
8565 Nacimiento Resort/Recreation (PFP060)  
8566 County Service Areas (PFP007-PFP046 & PFP051)  
8567 County Sanitation District (PFP047-PFP050 & PFP052-PFP053)  
8569 Administration (PFP062)

**Shawne Ellerbee, Assistant Director, via Zoom, presented via PowerPoint presentation on behalf of Randy Ishii, Director both from the Public Works, Facilities & Parks Department.**

### **Health and Sanitation**

**e. 4000 Health...pg. 487**

8096 Clinic Services Administration (HEA007)  
8097 Alisal Health Center (HEA007)  
8098 Clinic Services NIDO Clinic (HEA007)  
8099 Laurel Family Practice (HEA007)  
8100 Laurel Internal Medicine (HEA007)  
8101 Laurel Pediatrics (HEA007)  
8103 Marina Health Center (HEA007)  
8105 Seaside Family Health Center (HEA007)  
8108 Ambulance Service (HEA010)  
8109 EMS Operating (HEA006)  
8111 Uncompensated Care (HEA009)  
8112 Consumer Health Protection Services (HEA005)  
8113 Recycling and Resource Recovery Services (HEA005)  
8115 Environmental Health Review Services (HEA005)  
8116 Hazardous Materials & Solid Waste Management (HEA005)  
8117 Environmental Health Fiscal and Administration (HEA005)  
8118 Public Guardian/Administrator/Conservator (HEA008)  
8121 Children's Medical Services (HEA004)  
8123 Community Health Regional Teams (HEA003)  
8124 Public Health (HEA003)  
8272 Drinking Water Protection (HEA005)  
8410 Behavioral Health (HEA012, HEA015 & HEA016)  
8424 Health Realignment (HEA013)  
8438 Health Department Administration (HEA014)  
8442 Animal Services (HEA001)  
8446 Bienestar Salinas (HEA007)  
8447 Marina Integrative Clinic (HEA007)  
8448 Laurel Vista (HEA007)  
8449 Clinic Services Quality Improvement (HEA007)  
8450 Customer Service Center (HEA007)  
8473 Whole Person Care (HEA017)



Elsa Jimenez, Director of Health from the Health Department, via Zoom, presented via PowerPoint presentation.

#### **Public Assistance**

**f. 5010 Social Services...pg. 541**

- 8252 CalWORKS/TANF (SOC001)
- 8253 General Assistance (SOC002)
- 8254 IHSS Wages/Benefits (SOC001)
- 8255 Out of Home Care (SOC001)
- 8257 Community Action Partnership (SOC007)
- 8258 Community Programs (SOC004)
- 8259 IHSS Public Authority (SOC008)
- 8260 Military & Veterans Services (SOC003)
- 8262 Social Services (SOC005)
- 8268 Area Agency on Aging (SOC010)
- 8425 Social Services Realignment (SOC012)
- 8464 Protective Services (SOC011)
- 8498 Office of Employment Training (SOC013)

Lori Medina, Director of Social Services; Jason Cameron, Military & Veteran Affairs Officer and Becky Cromer, Finance Manager, all via Zoom, presented via PowerPoint presentation.

#### **Recessed**

The meeting was recessed by Chair Supervisor Wendy Root Askew to reconvene the meeting on Thursday, June 3, 2021 at 9:00 a.m..

#### **Reconvened on Thursday, June 3, 2021 at 9:00 a.m.**

#### **Departments Not Presented**

#### **Finance and Administration (General Government)**

**7. 1000 Board of Supervisors (BOA001)...pg. 159**

Called no comments made by the Board.

**8. 1050 County Administrative Office...pg. 161**

- 8045 Administration & Finance (CAO001)
- 8046 Budget & Analysis (CAO001)
- 8047 Contracts/Purchasing (CAO002)
- 8054 Intergovernmental & Legislative Affairs (CAO004)
- 8056 Office of Emergency Services (CAO005)
- 8440 Office of Community Engagement and Strategic Advocacy (CAO024)
- 8451 Fleet Administration (CAO025)

8474 Records Retention (CAO028)  
8478 Workforce Development Board (CAO030)  
8504 Rifle Range (CAO029)  
8508 Courier (CAO035)  
8509 Mail (CAO035)  
8514 Housing and Economic Development Administration (CAO038)  
8533 Cannabis (CAO004)  
8536 Laguna Seca Recreational Area (CAO046)  
8541 Emergency Operations Center (CAO005)

**Called Board comments made.**

**9. 1050 CAO Non-Departmental...pg. 191**

8028 Contributions - Proposition 172 (CAO007)  
8029 Contributions-Other Agencies (CAO007)  
8031 Trial Courts (CAO008)  
8034 Contingencies (CAO020)  
8035 County Memberships (CAO013)  
8037 Medical Care Services (CAO016)  
8038 Other Financing Uses (CAO017)  
8039 Other General Expenditures (CAO014)  
8041 Non-Program Revenue (CAO019)  
8412 Homeland Security Grant (CAO023)  
8472 Auxiliary Services (CAO027)  
8483 Vehicle Replacement Planning (CAO032)  
8506 Enterprise Resource Planning (CAO034)  
8512 Development Set-Aside (CAO036)  
8516 Revolving Loan Program (CAO040)  
8539 Building Improvement and Replacement (CAO047)  
8568 Equipment Replacement (CAO048)

**Called Board comments made.**

**10. 1060 Human Resources Departmental...pg. 217**

8401 Employee & Labor Relations (HRD001)  
8402 Human Resources Services (HRD001)  
8404 Employee Benefits (HRD001)  
8445 Human Resources Administration (HRD001)  
8496 HR Information System (HRD001)

**Called Board comments made.**

**11. 1060 Human Resources Non-Departmental...pg. 230**

8413 Dental (HRD002)  
8414 Vision (HRD002)  
8415 Employee Assistance Program (HRD002)

- 8416 Disability (HRD002)
- 8417 Unemployment (HRD002)
- 8418 Misc. Benefits (HRD002)
- 8419 Other Post-Employment Benefits (HRD002)

**Called no comments made by the Board.**

**12. 1080 Civil Rights Office...pg. 239**

- 8505 Civil Rights Office (CRO001)

**Called Board comments made.**

**13. 1110 Auditor-Controller Departmental...pg. 245**

- 8011 Auditor Controller (AUD001)
- 8372 Disbursements (AUD001)
- 8373 Systems Management (AUD001)
- 8374 General Accounting (AUD001)
- 8375 Internal Audit (AUD001)

**Called no comments made by the Board.**

**14. 1110 Auditor-Controller Non-Departmental...pg. 258**

- 8007 PIC Debt Service (AUD005)
- 8010 Annual Audits (AUD002)

**Called no comments made by the Board.**

**15. 1170 Treasurer-Tax Collector...pg. 261**

- 8263 Property Tax (TRE001)
- 8264 Revenue (TRE001)
- 8266 Treasury (TRE001)

**Called no comments made by the Board.**

**16. 1180 Assessor-County Clerk-Recorder...pg. 273**

- 8003 Assessor (ACR001)
- 8004 Clerk/Recorder (ACR002 & ACR003)

**Called no comments made by the Board.**

**17. 1210 County Counsel Departmental...pg. 283**

- 8057 County Counsel (COU001)
- 8407 Risk Management (COU002)

**Called no comments made by the Board.**

**18. 1210 County Counsel Non-Departmental...pg. 291**

- 8405 Grand Jury (COU005)
- 8408 General Liability (COU003)

8409 Workers' Compensation (COU004)

8429 Enterprise Risk (COU006)

**Called no comments made by the Board.**

**19. 1300 Clerk of the Board...pg. 297**

8019 Assessment Appeals Board (COB001)

8020 Clerk of the Board (COB001)

**Called no comments made by the Board.**

**20. 1410 Elections...pg. 303**

8064 Elections (ELE001)

**Called no comments made by the Board.**

**Public Safety/Criminal Justice**

**21. 1520 Emergency Communications...pg. 309**

8426 Emergency Communications (EME002)

8480 NGEN Operations & Maintenance (EME003)

8507 Emergency Communications (EME004)

**Called no comments made by the Board.**

**22. 2240 District Attorney...pg. 333**

8062 Civil (DIS001)

8063 Criminal (DIS001 & DIS002)

**Called Board comments made.**

**23. 2250 Child Support Services...pg. 343**

8018 Child Support Services (CHI001)

**Called Board comments made.**

**24. 2270 Public Defender...pg. 349**

8168 Alternate Defenders Office (PUB001)

8169 Public Defender (PUB001 & PUB002)

**Called no comments made by the Board.**

**25. 2550 Probation...pg. 397**

8162 Alternative Programs (PRO001 & PRO002)

8163 Juvenile Hall (PRO001)

8164 Youth Center (PRO001 & PRO002)

8165 Adult Probation (PRO001 & PRO002)

8166 Juvenile Probation (PRO001 & PRO002)

8167 Probation Administration (PRO001)

Called no comments made by the Board.

#### **Land Use and Environment**

**26. 2810 Agricultural Commissioner...pg. 417**

8001 Agriculture/Weights & Measures (AGR001)

8002 Produce Inspection (AGR001)

Called no comments made by the Board.

**27. 3100 Housing and Community Development...pg. 433**

8542 Administration (HCD001)

8543 Community Development (HCD002)

8544 Inclusionary Housing (HCD003)

8545 Community Development Reuse (HCD004)

8546 Community Development Grant (HCD005)

8547 Castroville/Pajaro Housing Set-Aside ((HCD006)

8548 Boronda Housing Set-Aside (HCD007)

8549 East Garrison Developer Reimbursements (HCD008)

8550 Habitat Management (HCD009)

Called Board comments made.

#### **Recreation and Education Services**

**28. 6110 Library...pg. 563**

8141 Library (LIB001)

Called Board comments made.

**29. 6210 Cooperative Extension...pg. 569**

8021 Cooperative Extension (EXT001)

8022 Cooperative Ext-Reimbursed Projects (EXT001)

Called no comments made by the Board.

#### **Natividad Medical Center**

**30. 9600 Natividad Medical Center...pg. 577**

8142 Natividad Medical Center (NMC001 & NMC002)

Called Board comments made.

#### **Closing Presentation by the Budget and Analysis Division**

**31. 1050 CAO Non-Departmental...pg. 196**

8034 Contingencies (CAO020)

Discussions had by the Board and the Budget staff on the modifications to the budget.

DeWayne Woods, Assistant County Administrative Officer and Ezequiel Vega, Budget Director from the Budget and Analysis Division made closing remarks on the FY 2021-22 recommended budget.

Final vote of Board to confirm direction given to staff regarding the budget

Adjourned

The meeting was adjourned in Memory of the VTA shooting victims by Chair Supervisor Wendy Root Askew.

APPROVED:

\_\_\_\_\_  
WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

BY: \_\_\_\_\_  
VALERIE RALPH  
CLERK OF THE BOARD  
APPROVED ON \_\_\_\_\_

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, June 15, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Dewayne Woods, Assistant County Administrative Officer, Wendy Strimling, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**9:00 A.M. - Consent Calendar**

1.
  - a. Approve the North County Fire Prevention District proposed assessment on thirty-five (35) County owned parcels located in North Monterey County, totaling and estimated \$2,000 per year; and
  - b. Authorize the Assistant County Administrative Officer or designee to sign the North County Fire Prevention Districts ballots concerning's the thirty-five (35) County owned parcels indicating approval of the assessment.

Open for public comments; no public comments made.

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

- a. Approve the North County Fire Prevention District proposed assessment on thirty-five (35) County owned parcels located in North Monterey County, totaling and estimated \$2,000 per year; and
- b. Authorize the Assistant County Administrative Officer or designee to sign the North County Fire Prevention Districts ballots concerning's the thirty-five (35) County owned parcels indicating approval of the assessment.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Closed Session**

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



a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) *Monia Williams v. County of Monterey, et al.*, (U.S. District Court Case Number 19-CV-01811)

(2) *James G. Collins v. County of Monterey, et al.*, (U.S. District Court Case Number 5:21-cv-00332-SVK)

(3) *Roth v. County of Monterey, et al.*, (Monterey County Superior Court Number 20CV000894)

(4) *Zhang v. County of Monterey, et al.*, (United States District Court, NDCA Case Number 17-CV-00007-LHK)

b. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline, dismissal, or release of a public employee.

d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado

Employee Organization(s): All Units

(2) Designated representatives: Lori Medina and Jeff Baily

Employee Organization(s): IHSS

e. 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.

### **Public Comment**

Open for public comments; no public comments made.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

### **Staff Present**

Dewayne Woods, Assistant County Administrative Officer, Wendy Strimling, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Sister Rosa Dolores.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Correction to the 1:30 P.M Scheduled Matters

Item No. 13 is in receipt of a revised Attachment A.

No vote needed.

**Ceremonial Resolutions**

Open for public comments; Kathybelle Barlow, via Zoom, and Bill Lipe, in person, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to adopt Ceremonial Resolution 3.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to adopt Ceremonial Resolution 4.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

3. Resolution proclaiming the Month of June 2021 as Elder and Dependent Adult Abuse Awareness Month in Monterey County. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-152**

4. Resolution acknowledging Juneteenth. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-153**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to appoint/reappoint Appointment Item Number 4.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

5. Reappoint Tina Nieto to the Community Restorative Justice Commission, with a term ending date of May 25, 2024. (Full Board)

**Reappointed**

6. Reappoint Martha Karstens to the Big Sur Multi-Agency Advisory Council, with a term ending date of June 22, 2025. (Supervisor Adams)

**Reappointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Bill Lipe, Jacqueline Simmon and Monica (no last name provided), all in person, commented..

Supervisor Wendy Root Askew pulled Item No. 22, 31, 37 and 41 for questions/comments.

A motion was made by Supervisor John M Phillips, seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Numbers 15 through 59.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Other Board Matters**

7. Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4274](http://monterey.granicus.com/EditFile.php?clip_id=4274)

8. County Administration Officer Comments and Referrals

Dewayne Woods, Assistant County Administrative Officer made no comments and had no new referrals this week.

**9. General Public Comments**

Open for general public comment for item's not on today's agenda; Bill Lipe, in person, and Eloise Shimm and Maria Carmen Parra, both via Zoom, commented.

**10:30 A.M. - Scheduled Matters**

- 10.** a. Conduct a public hearing under the requirements of the Tax Equity and Financial Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended; and  
b. Adopt a resolution approving the issuance of California Enterprise Development Authority revenue bonds, in the aggregate principal amount not to exceed \$15,000,000 for the purpose of financing and refinancing the cost of acquisition, construction, improvement, rehabilitation of Clinica de Salud del Valle de Salinas healthcare facilities.

Public hearing commenced.

Juan P. Lopez, Principle Administrative Analyst from the Budget Department, Dr. Maximiliano Cuevas; Harold McCoy; John Self, Wells Fargo and Sam Balisy will be available for questions.

Open for public comments; Jacqueline Simmon, in person, commented.

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

- a. Conduct a public hearing under the requirements of the Tax Equity and Financial Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended; and  
b. Adopt Resolution No. 21-162 approving the issuance of California Enterprise Development Authority revenue bonds, in the aggregate principal amount not to exceed \$15,000,000 for the purpose of financing and refinancing the cost of acquisition, construction, improvement, rehabilitation of Clinica de Salud del Valle de Salinas healthcare facilities.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**12:00 P.M. - Recessed to Lunch**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Dewayne Woods, Assistant County Administrative Officer, Susan Blitch, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**1:30 P.M. - Scheduled Matters**

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

Nick Chiulos, Assistant County Administration Officer made opening remarks with the additional presenters:

Dr. Edward Moreno, Health Officer, via Zoom, from the Health Department presented on a Public Health update via PowerPoint presentation.

Open for public comments; no public comments made.

Upon consensus the Board received a:

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

12. a. Receive an update on proposed State Board of Forestry draft regulations amending State Minimum Fire Safe Regulations; and  
b. Approve and Authorize the Chair of the Board of Supervisors to sign and transmit a letter to the State Board of Forestry providing the County's comments on the draft amendments to the State Minimum Fire Safe Regulations.

Mike Novo, Management Specialist, via Zoom, from the Housing Community Development Department presented via PowerPoint presentation.

Open for public comments; Lauren Latondra, in person, John Farrow, Michael Waxer and Mike Caplin, both via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

- a. Receive an update on proposed State Board of Forestry draft regulations amending State Minimum Fire Safe Regulations; and  
b. Approve and authorize the Chair of the Board of Supervisors to sign and transmit the revised letter to the State Board of Forestry providing the County's comments on the draft amendments to the State Minimum Fire Safe Regulations.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

13. In the matter of:  
**Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE)**  
**(REF140048)** (SCH#2011021038) Consider adopting a resolution to:

- a. Certify that the Board has considered the previously certified Environmental Impact Report/Environmental Assessment for the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (SCH#2011021038);
- b. Approve the Carmel River Floodplain Restoration and Environmental Enhancement Project, generally consisting of removing a portion of the existing south bank Carmel River levee, grading to restore the floodplain to accommodate conveyance of flows, construction of a 360 foot long causeway to convey flows under California State Route 1 into the south arm of the Carmel Lagoon, elevation of 23 acres out of the floodplain for future use as an agricultural preserve, construction of trails, and restoration of native habitats;
- c. Authorize the Director of the Housing and Community Development Department to apply for and obtain the encroachment permit from California Department of Transportation (Caltrans) for the causeway construction component of the Project, and to apply for permits and entitlements from the Coastal Commission and other agencies on behalf of the County; and
- d. Adopt a Mitigation Monitoring and Reporting Plan.

[Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE), State Highway Route 1, Carmel, CA, 93923, Carmel Area Land Use Plan, Assessor's Parcel Numbers (APNs) 243-071-005-000, 243-071-006-000, 243-071-007-000, 243-021-007-000, 157-121-001-000 and 243-081-005-000, 243-071-008-000]

**Melanie Beretti, Services Manager; Shandy Carrol, Management Analyst with the Housing Community Development Department and Jeannette Tuitele-Lewis President/CEO, Big Sur Land Trust, all via Zoom, presented via PowerPoint presentation.**

**Errata letter received with a correction to the sewer received.**

**Open for public comments; Lauren Latondra, in person, and Donna E. Meyers, Trish Chapman, Jens Pedersen, Larry Levine, Martha Diehl, Curious One, Michael Waxer and Kathleen Lee, via Zoom, commented.**

**A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to adopt Resolution No. 21-163 to:**

- a. Certify that the Board has considered the previously certified Environmental Impact Report/Environmental Assessment for the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (SCH#2011021038);
- b. Approve the Carmel River Floodplain Restoration and Environmental Enhancement Project generally consisting of removing of a portion of the existing south bank Carmel River levee, grading to restore the floodplain to accommodate conveyance of flows, construction of a 360 foot long causeway to convey flows under California State Route 1 into the south arm of the Carmel Lagoon, elevation of 23 acres out of the floodplain for future use as an agricultural preserve, construction of trails, and restoration of native habitats;
- c. Authorize the Director of the Housing and Community Development Department to apply for and obtain the encroachment permit from California Department of Transportation (Caltrans) for the causeway construction component of the Project, and to apply for permits and entitlements from the Coastal Commission and other agencies on behalf of the County; and
- d. Adopt a Mitigation Monitoring and Reporting Plan.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

14. ~~a. Accept public comments and close the public comment period for the 4th Amendment to the Monterey Urban County Fiscal Year (FY) 2013-2020 Community Development Block Grant (CDBG) Consolidated Plan.~~
- ~~b. Accept public comments and close the public comment period for the 4th Substantial Amendment to the Monterey Urban County Fiscal Year (FY) 2019-2020 Community Development Block Grant Annual Action Plan.~~
- ~~c. Adopt and authorize the Housing Program Manager to submit the 4th Substantial Amendment to the FY 2019-2020 CDBG Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and execute documents required, including those required by the National Environmental Policy Act (NEPA); and,~~
- ~~d. Authorize the Housing Program Manager to execute Subrecipient Agreements with the Urban County Subrecipients identified in Attachment A, including making minor changes necessary, subject to review and approval by County Counsel, to implement the 4th Substantial Amendment. (REMOVED VIA SUPPLEMENTAL)~~

Removed from agenda via addendum/supplemental

#### Read Out from Closed Session by County Counsel

#### CLOSED SESSION REPORT

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

- (1) Monia Williams v. County of Monterey, et al., (U.S. District Court Case Number 19-CV-01811)
- (2) James G. Collins v. County of Monterey, et al., (U.S. District Court Case Number 5:21-cv-00332-SVK)
- (3) Roth v. County of Monterey, et al., (Monterey County Superior Court Number 20CV000894)
- (4) Zhang v. County of Monterey, et al., (United States District Court, NDCA Case Number 17-CV-00007-LHK)

The Board took no reportable actions on items 1.a.(1)(2)(3)(4)

b. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.b.

c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline, dismissal, or release of a public employee.

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

- (1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado

Employee Organization(s): All Units  
(2) Designated representatives: Lori Medina and Jeff Baily  
Employee Organization(s): IHSS

The Board took no reportable actions on items 1.d.(1)(2)

e. 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.

The Board took no reportable actions on items 1.e.

**Adjourned**

The meeting was adjourned in Memory of Patricia Coble by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON** \_\_\_\_\_



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

15. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-14393) with Total Renal Care, Inc. for acute dialysis services, extending the agreement an additional two (2) year period (July 1, 2021 through June 30, 2023) for a revised full agreement term of July 1, 2019 through June 30, 2023, and adding \$1,000,000 for a revised total agreement amount not to exceed \$2,349,734.

**Agreement No.: A-14393; Amendment No.: 1**

**Health Department**

16. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a one-year Mental Health Services Agreement with Crestwood Behavioral Health, Inc. for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$954,840 for the term of July 1, 2021 through June 30, 2022; and
- b. Approve the Director of Health's recommendation to accept non-standard indemnification, where vendor assumes liability in the event of sole or willful negligence only, and approve non-standard insurance provisions in Agreement; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$95,484) of the original Agreement amount and do not significantly alter the scope of services.

**Approved -Agreement No.: A-15294**

17. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 6 to Substance Use Disorder Treatment Services Agreement with Community Human Services to shift funding within service line items, increase Drug Medi-Cal rates for FY 2020-21 and maintain the current Agreement amount of \$14,135,440 for the full-term July 1, 2018 - June 30, 2021.

**Approved - Agreement No.: A-15295; Amendment No. 6**

18. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a multi-year Substance Use Disorder Treatment Services Agreement with Community Human Services for the provision of alcohol and drug recovery services in the amount of \$4,146,908 for Fiscal Year (FY) 2021-22 and \$4,146,908 for FY 2022-23 for a total Agreement amount not to exceed \$8,293,816 for the term of July 1, 2021 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$829,382) of the original Agreement amount and do not significantly alter the scope of services.

**Approved -Agreement No.: A-15296**

19. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a multi-year Substance Use Disorder Treatment Services Agreement with Door to Hope for the provision of alcohol and drug recovery services in the amount of \$1,344,704 for Fiscal Year (FY) 2021-22 and \$1,344,704 for FY 2022-23 for a total Agreement amount not to exceed \$2,689,408 for the term of July 1, 2021 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$268,941) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15297**

20. Approve and authorize the Director of Health or the Assistant Director of Health to execute Amendment No. 5 to Agreement No. A-12535, with Seneca Family of Services and the Monterey County Health Department (Health), for the purpose of claiming Federal Financial Participation for Targeted Case Management Services through their Family Ties Program, extending the Agreement an additional three (3) years for a revised full Agreement term of July 1, 2013 through June 30, 2024, and increase the Agreement amount by \$200,000 for a total Agreement amount not to exceed \$659,000.

**Approved - Agreement No. A-12535; Amendment No.: 5**

21. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Mental Health Services Agreement A-13855 with JDT Consultants, Inc. for the provision of Therapeutic Behavioral Services (TBS) and Home Alternatives to Residential Treatment (HART) to extend the term for one (1) additional fiscal year for a revised term of July 1, 2018 through June 30, 2022 and add \$1,340,000 for Fiscal Year (FY) 2021-22, for a revised total amount not to exceed \$5,321,884.

**Approved - Agreement No.: A-13855; Amendment No.: 3**

22. a. Approve and authorize the Director of Health or Assistant Director of Health to execute Agreement GOVOPS-C2006 with the California Government Operations Agency for COVID-19 vaccination grant funding to facilitate fair and equitable distribution, allocation, and administration of COVID-19 vaccine, in the amount of \$350,000 for the term retroactive to May 1, 2021, through January 31, 2022; and
- b. Approve non-standard risk provisions as recommended by the Director of Health.

**Approved -Agreement No.: A-15298**

23. Approve and authorize the Director of Health or Assistant Director of Health to execute a Renewal Agreement and Amendment No. 3 to Agreement A-13138 with Central Coast Center for Independent Living (CCCIL) to extend the Rapid Rehousing Access provisions of the Whole Person Care (WPC) Program 2 an additional Calendar year to December 31, 2021, adding \$366,960 of available WPC funding, while also extending CCCIL Program 1 counseling and outreach services as a non-renewal component of the Amendment an additional fiscal year through FY 2021-22, adding \$133,103 of MHSA funding, for a new maximum County obligation of \$2,112,978, for a revised term of July 1, 2016 through June 30, 2022.

**Approved - Agreement No.: A-13138; Amendment No.: 3**

24. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Agreement No. A-14271 with Access Support Network, for the provision of Human Immunodeficiency Virus (HIV) non-medical case management services to Ryan White Part B clients; to increase the amount of the Agreement by \$178,614 for a total Agreement amount of \$476,849 and to cover additional services effective retroactive to April 25, 2021, with an Agreement term April 1, 2019 to March 31, 2024.

**Approved - Agreement No.: A-14271; Amendment No.: 1**

25. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 6 to Substance Use Disorder Treatment Services Agreement with Door to Hope to increase Drug Medi-Cal rates for FY 2020-21 and maintains the current Agreement amount of \$6,313,270 for the term July 1, 2018- June 30, 2021.

**Approved - Agreement No.: A-15299; Amendment No.: 6**

26. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute Renewal and Amendment No. 1 to the Agreement with the City of Salinas for housing location and landlord engagement services for individuals experiencing homelessness as part of the Whole Person Care Pilot, and stipends for workers who outreach to homeless persons and the management of these services, extending the term of the Agreement seven (7) months to December 31, 2021 and increasing the total obligation by \$130,200 for a total Agreement not to exceed, \$223,200; and  
b. Approve and authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the Agreement herein.

**Approved - Agreement No.: A-15300; Amendment No.: 1**

27. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement with Door to Hope for the term July 1, 2021 to June 30, 2022 for the provision of family education and mental health services in the amount of \$50,000 for Fiscal Year (FY) 2021-22, for a total Agreement amount not to exceed \$50,000.

**Approved - Agreement No.: A-15301**

28. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a two (2) year Mental Health Services Agreement (July 1, 2021 - June 30, 2023) with Interim, Inc. for residential and outpatient mental health services to adult residents of Monterey County in the amount of \$16,571,316 for Fiscal Year (FY) 2021-22, and \$16,195,194 for FY 2022-23, for a total Agreement amount not to exceed \$32,766,509; and  
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$3,276,651) of the original Agreement amount and do not significantly change the scope of services.

**Approved -Agreement No.: A-15302**

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

**Adopt Resolution No.: 21-164**

**Department of Social Services**

30. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Community Human Services for \$118,750 to provide Commercially Sexually Exploited Children program services for a term of July 1, 2021 through June 30, 2022, and  
b. Authorize the Director of Department of Social Service to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$11,875) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15303**

31. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Meals on Wheels of the Salinas Valley for a total of \$425,317 to provide home-delivered meals to seniors in Salinas, North and South Monterey County regions for the period July 1, 2021 through June 30, 2022; and  
b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$42,531) of the original contract amount and do not significantly change the scope of work.

**Approved -Agreement No.: A-15304**

32. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Legal Services for Seniors for \$152,468 to provide legal support services to Monterey County seniors for the period July 1, 2021 through June 30, 2022; and  
b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$15,246) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15305**

33. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with RTZ Associates, Inc. for access to In-Home Supportive Services Registry and Health Benefit Management software for \$112,350 for the period of July 1, 2021 through June 30, 2024; and  
b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement as long as the total does not exceed 10% (\$11,235) of the amount of the original contract and does not significantly change the scope of services.

**Approved - Agreement No.: A-15306**

34. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to the agreement with Coalition of Homeless Service Providers for homeless services coordination and Whole Person Care integration to extend the term through December 31, 2021, add \$331,145.29 for

a contract total of \$944,353.29; and

b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement that do not exceed 10% (\$94,435) and do not significantly change the scope of services.

**Approved - Agreement No.: A-15307; Amendment No.: 1**

**35.** a. Approve and authorize the Director of the Department of Social Services to sign an agreement for \$836,025 with ACTION Council of Monterey County to provide administration, leadership, and coordination for Differential Response, also known as Pathways to Safety, for the period July 1, 2021 through June 30, 2022; and

b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$83,602) of the original contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15308**

**36.** a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Door to Hope for \$339,963 for the provision of perinatal substance abuse prevention and intervention services to Monterey County children and their families for the period July 1, 2021 through June 30, 2022; and

b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$33,996) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15309**

**37.** a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Orphan Productions to administer the Safe Parking and Supportive Services Program in the amount of \$139,630 for the period July 1, 2021 through June 30, 2022; and

b. Approve and authorize the Director of the Department of Social Services to sign up to (3) amendments to the agreement where the total amendments do not exceed 10% (\$13,963) of the original contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15310**

**38.** a. Approve and authorize the Vice Chair of the Board of Supervisors to sign an agreement in tandem with the Central California Alliance for Health for \$3,500,105 to provide health plan benefits for eligible In-Home Supportive Services providers for the period July 1, 2021 to June 30, 2022, including non-standard termination and mutual indemnification provisions; and

b. Authorize the Vice Chair of the Board of Supervisors to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$350,010) of the original contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15311**

39. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Community Human Services for \$100,000 to operate an emergency shelter for single women and families with children for the period July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to (3) amendments to this Agreement where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scopes of work.

**Approved - Agreement No.: A-15312**

40. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Housing Resource Center of Monterey County for \$3,400,000 for the period of July 1, 2021 through June 30, 2023 to provide housing case management, program housing search, placement support, and rental subsidies for CalWORKs customers referred by the Monterey County Department of Social Services; and
- b. Authorize the Director or the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$340,000) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15313**

41. a. Approve the Area Agency on Aging 2021-2022 Area Plan Update; and
- b. Authorize the Chair of the Board of Supervisors to sign the Area Plan Update Transmittal Letter.

**Approved**

42. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Executive Information Systems, LLC. (EIS) to provide consulting services for the installation and configuration of SAS Viya software in the amount of \$22,854 for the period of July 1, 2021 through June 1, 2022 including nonstandard indemnification and liability provisions and modifications to the County's standard agreement; and,
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$2,285) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15314**

43. a. Approve and authorize the Director of the Department of Social Services to execute Amendment No. 1 to Agreement A-14917 with Central Coast Center for Independent Living for the period August 1, 2020 to June 30, 2021 for information, services and supports to persons with disabilities by extending the term through June 30, 2022 and adding \$60,000 for a revised total Agreement amount of \$180,527; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed ten percent 10% (\$ 18,052) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15315**

44. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to the agreement with Franciscan Workers of Junipero Serra for the operation of the Chinatown Health Services Center and Dorothy's Drop-In Center for the homeless to extend the term through December 31, 2021 and add \$277,500 for a contract total of \$832,500; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the agreement that do not exceed 10% (\$83,250) of the contract amount and do not significantly change the scope of services.

**Approved - Agreement No.: A-15316; Amendment No.: 1**

45. a. Approve and authorize the Director of the Department of Social Services to sign an agreement in tandem with California State University Fresno Foundation for \$174,900 to provide direct Child Welfare training for Family and Children's Services staff for the period July 1, 2021 through June 30, 2022 including nonstandard termination, indemnification, and confidentiality provisions; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$17,490) of the original contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15317**

46. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Meals on Wheels of the Monterey Peninsula for a total of \$438,791 to provide congregate and home-delivered meals, nutrition education, and health promotion services to seniors in the Peninsula region for the period July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$43,879) of the original contract amount and does not significantly change the scope of work.

**Approved - Agreement No.: A-15318**

47. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Central Coast Center for Independent Living for \$185,042 to provide housing navigation and housing expenses for homeless individuals applying for disability benefits for the period of July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed ten percent 10% (\$18,504) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15319****Criminal Justice**

48. a. Approve and authorize the Chief Probation Officer to sign a Memorandum of Understanding in the amount of \$100,000 with the Monterey County Office of Education for the term July 1, 2021 through June 30, 2022, as reimbursement for services for the Salinas Community Schools program at Rancho Cielo; and
- b. Authorize the Chief Probation Officer to sign up to three (3) future amendments to this Agreement where each amendment does not exceed ten percent (\$10,000) of the original contract amount and does not significantly change the scope of work.

**Approved - Agreement No.: A-15320**

49. a. Approve the Memorandum of Understanding (MOU) between the Monterey County Probation Department and the Salinas Union High School District, reimbursing the Probation Department up to \$766,946 for fiscal year 2021-2022 and up to \$789,955 for fiscal year 2022-2023, for an aggregate total of \$1,556,901, for collaborative campus-based services provided by the Probation Department;
- b. Authorize the Chief Probation Officer to execute the MOU, including the mutual indemnification provisions; and
- c. Authorize the Chief Probation Officer to sign up to three (3) future amendments to this MOU where each amendment does not exceed ten percent (\$76,694) of the initial fiscal year contract amount and does not significantly change the scope of work.

**Approved - Agreement No.: A-15321**

50. a. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign an Amendment to the Agreement with First 5 Monterey County for reimbursement to the Probation Department in the amount of \$267,170 for a total aggregate amount of \$777,505, and extend the term of the Agreement for an additional two years through June 30, 2023 to support the Child Advocate Program; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign up to three (3) future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original contract amount (\$51,033), and do not significantly change the scope of work.

**Approved - Agreement No.: A-15322**

### **General Government**

51. a. Approve and authorize the Auditor-Controller to increase FY 2020-21 revenues and appropriations in the Agricultural Commissioner's Office Budget (001-2810-AGR001-8001) by \$573,045, financed by Mill Tax revenue; (4/5ths Vote Required) and;
- b. Approve and authorize the transfer of up to \$673,045 from the Agricultural Commissioner's Budget (001-2810-AGR001-8001), to the Capital Projects (402-3000-RMA014-8468) for the Agricultural Commissioner Facility Development Project Number 28101 (4/5ths Vote Required).

**Adopted Resolution No.: 21-165**

52. a. Authorize and approve the Director of Information Technology to execute Amendment No. 5 with Honeywell International, Inc. for continued maintenance of the heating, ventilation, and air conditioning



(HVAC) system service, increasing the Agreement amount by \$82,493 for a for a total Agreement amount not to exceed \$367,992 in the aggregate for the term of July 1, 2016 through June 30, 2022; and

b. Authorize the Director of Information Technology to sign up to two (2) amendments to this Agreement, extending the term by one (1) year each, where the additional costs per year do not exceed ten percent 10% of the yearly rate (\$5,069.00) of the cost of the prior year's maintenance, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.

**Approved - Agreement No.: A-13272; Amendment No.: 5**

- 53.** Authorize the Office of Emergency Services to submit a Hazard Mitigation Grant Program application to FEMA in the amount of \$40 million for the Monterey County Community Wildfire Resilience Project

**Approved**

- 54.** a. Approve and Authorize the Contracts/Purchasing Officer, or his designee, to execute Amendment No. 1 to the Agreement with Blue Strike Environmental for garbage pick-up services at WeatherTech Raceway Laguna Seca, adding food waste service and authorizing storage space with no change to the term of the agreement (July 1, 2019 through June 30, 2024) and no change to the not to exceed amount of \$625,000; and
- b. Authorize the Contracts/Purchasing Officer, or his designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$62,500) and do not significantly change the scope of work.

**Approved - Agreement No.: A-15324; Amendment No.: 1**

- 55.** a. Ratify the execution by the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor, while performing the function and duties as the EOC Logistics Team a number of Emergency Occupancy Agreements, Emergency Mass Shelter Agreements and Emergency Testing and Vaccination Site Agreements as outlined within Attachment-A in response to the COVID-19 Pandemic, Three (3) Major Fire Incidents and a Winter Storm Incident this past year in a total cumulative amount of \$1,827,544.42 for the specified terms and conditions set within each Agreement; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute amendments to the Agreements in an amount not to exceed 10% of the aggregate total of each agreement and does not significantly change the scope of the agreement during the course of the Pandemic.

**Approved - Agreements No.'s.: A-15328 through A-15364**

- 56.** a. Approve and authorize the Director of the Information Technology Department to execute a non-standard agreement with Pluralsight to purchase Skills Business Professional license subscriptions, for the term June 16, 2021 through June 16, 2025, in an amount not to exceed \$85,137;
- b. Approve non-standard agreement terms as recommended by the Director of the Information Technology Department; and
- c. Approve and authorize the Director of the Information Technology Department to execute up to

three (3) amendments to the Agreement, extending the term by one (1) year each, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the total amount of all extensions does not exceed more than 10% of the original annual cost (\$8,514.00 maximum additional cost).

**Approved - Agreement No.: A-15325**

57. Consider a preliminary analysis report in response to **Board Referral No. 2021.10** asking County Counsel to investigate the possibility of creating a funding mechanism for agricultural research.

**Approved**

58. a. Receive a preliminary analysis report in response to **Board Referral No. 2021.09** seeking the review of the Board of Supervisors committee responsibilities; and,  
b. Direct that the referral be completed as outlined in this preliminary response.

**Approved**

#### **Public Works, Facilities and Parks**

59. a. Approve Professional Services Agreements with the following two (2) contractors: Harris & Associates, Inc. and Wallace Group, a California Corporation, to provide engineering reports for County Services Areas and on-call engineering services for County Service Areas and County Sanitation Districts pursuant to Request for Proposals (RFP) #10782, amounts not to exceed \$500,000 each, for a combined total of \$1,000,000, for a term of three (3) years beginning June 1, 2021 to May 31, 2024, with the option to extend each Agreement for up to two (2) additional years; and  
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreements and future amendments to the Agreements where the amendments do not increase the approved Agreement amount.

**Approved - Agreement No.: A-15326 & Agreement No.: A-15327**

#### **Addendum/Supplemental**

60. SUPPLEMENTAL

#### **9:00 A.M. - Consent Calendar**

#### **Add Attachment B - NCFPD Engineer's Report (Feb2021)**

1. a. Approve the North County Fire Prevention District proposed assessment on thirty-five (35) County owned parcels located in North Monterey County, totaling and estimated \$2,000 per year; and  
b. Authorize the Assistant County Administrative Officer or designee to sign the North County Fire Prevention Districts ballots concerning's the thirty-five (35) County owned parcels

indicating approval of the assessment.

**Remove from 1:30 P.M. - Scheduled Matters**

14.
  - a. Accept public comments and close the public comment period for the 4th Amendment to the Monterey Urban County Fiscal Year (FY) 2013-2020 Community Development Block Grant (CDBG) Consolidated Plan.
  - b. Accept public comments and close the public comment period for the 4th Substantial Amendment to the Monterey Urban County Fiscal Year (FY) 2019-2020 Community Development Block Grant Annual Action Plan.
  - c. Adopt and authorize the Housing Program Manager to submit the 4th Substantial Amendment to the FY 2019-2020 CDBG Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and execute documents required, including those required by the National Environmental Policy Act (NEPA); and,
  - d. Authorize the Housing Program Manager to execute Subrecipient Agreements with the Urban County Subrecipients identified in Attachment A, including making minor changes necessary, subject to review and approval by County Counsel, to implement the 4th Substantial Amendment

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, June 22, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.
  - d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

**Public Comments**

Open for public comments; no public comments made.

**The Board Recessed for Closed Session Agenda Items****10:30 A.M. - Reconvened on Public Agenda Items**

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Tyller Williamson.

**Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

**Correction to the 1:30 P.M. Schedule Matters**

**Item No. 19 is in receipt of a revised Attachment A, Attachment B and Attachment C**

**Correction to the Natividad Medical Consent Calendar**

**Item No. 29 is in receipt of a revised Board Report**

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolution 2 through 9.

Roll call vote taken pursuant to Government Code 54953:

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 2.** Adopt Resolution honoring Registrar of Voters Claudio Valenzuela upon his retirement from the Monterey County Elections Department and public service to Monterey County. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-155**

3. Adopt resolution honoring Supervising Office Assistant II Cindy Brown upon her retirement from the Monterey County Probation Department after 39 years of dedicated County service. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-154**

4. Adopt resolution commending John Anthony Hughes, Systems Programmer Analyst III, upon his retirement from twenty-eight years of dedicated public service to the County of Monterey. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-177**

5. Resolution honoring Bret Silvestri upon his selection as the recipient of the 2019 Monterey Peninsula Chamber of Commerce Robert C. Littlefield Lifetime Achievement Award. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-172**

6. Resolution honoring Charles T. Chrietzberg, Jr. upon his selection as the 2019 Monterey Peninsula Chamber of Commerce Citizen of the Year. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-173**

7. Resolution honoring Hon. Eduardo M. Ochoa as the 2019 Monterey Peninsula Chamber of Commerce Ruth Vreeland Memorial Public Official of the Year. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-174**

8. Resolution honoring Mary Warburton-Boland upon her selection as the recipient of the 2019 Monterey Peninsula Chamber of Commerce Volunteer of the Year Award. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-175**

9. The 2019 Monterey Peninsula Chamber of Commerce Business of the Year Award. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-176**

### Appointments

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to Appointment Item Number 10.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

10. Appoint Beatriz Valenzuela Diaz to the Greenfield Cemetery District, with a term ending date of December 31, 2022. (Supervisor Lopez)

Appointed

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Carol DeLeon and Ms. Hernandez from Employnet pulled Item No. 88 for comment.

Supervisor John M. Phillips pulled Item No. 57, 81 and 94 for comments and Supervisor Wendy Root Askew pulled Item No. 55, 69, 71, 89 and followed up on Item No. 88 for questions/comments.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 21 through 95 excluding Item No.74 as a separate vote will be taken and Item No. 88 that is trailed until 1:30 p.m. for further response by staff.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Number No.74.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

Matter recalled at 1:50 p.m.

A substitute motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams with Supervisor Luis A. Alejo and Supervisor Chris Lopez, voting no, to: Continue Consent Calendar Item No. 88 to a date to be determined and directed staff to bring back options for the Board to consider.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: NAY

Supervisor Phillips: AYE

Supervisor Lopez: NAY

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

Motion carried 3 to 2

**Other Board Matters**



**11. Board Comments**

**Board Comments can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4276](http://monterey.granicus.com/EditFile.php?clip_id=4276)**

**12. County Administration Officer Comments and Referrals**

**Charles McKee, County Administrative Officer commented and shared there are no new referrals this week.**

**Open for public comments; no comments made.**

**County Administrative comments can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4276](http://monterey.granicus.com/EditFile.php?clip_id=4276)**

**13. General Public Comments**

**Open for general public comments for items not on today's agenda; no comments made.**

**10:30 A.M. - Scheduled Matters**

- 14. a. Receive a presentation regarding farmworker housing development permit process outreach materials; and  
b. Provide direction to staff.**

**Melanie Beretti, Services Manager from the Housing Community Development Department, via Zoom, presented via PowerPoint presentation.**

**Open for public comments; Luis Osorio, Rafael Hernandez and Cesar Lara, all via Zoom, commented.**

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

- a. Receive a presentation regarding farmworker housing development permit process outreach materials; and  
b. Directed staff to continue their outreach efforts.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 15. Adopt a Resolution levying the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2021-22 at the rate of \$12.00 per service unit.**

**Steve Brooks, Emergency Medical Services Analyst from the Health Department, via Zoom, verbally presented.**

**Open for public comments; no public comments made.**

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Wendy Root Askew to:

Adopt Resolution no. 21-166 levying the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2021-22 at the rate of \$12.00 per service unit.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

#### **12:00 P.M. - Recessed to Lunch**

#### **1:30 P.M. - Reconvened**

#### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

#### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

#### **Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

#### **1:30 P.M. - Scheduled Matters**

16. a. Receive a presentation and consider the Salinas Downtown Preliminary Parking Structure Funding and Financing Analysis;
- b. Consider authorizing the County Administrative Officer or designee to execute a license agreement with the City of Salinas for County employee parking at the Salinas City Hall parking lot and along Lincoln Avenue; and
- c. Provide direction to staff.

This matter was called before Item No.'s 13, 14 and 15 that were trailed to the afternoon session.

Melanie Beretti, Services Manager from the Housing Community Development Department, Steve Carrigan, City Manager, Andy Myrick, Senior Economic Development Manager, Ken K. Hira, President, Kosmont Companies, Joseph Dieguez and Senior Vice President, Kosmont Companies, all via Zoom, presented via PowerPoint presentations from the County and City.

Open for public comment; Kevin Dayton, in person, commented.

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

- a. Receive a presentation and consider the Salinas Downtown Preliminary Parking Structure Funding and Financing Analysis;
- b. Authorize the County Administrative Officer or designee to execute a license agreement with the City of Salinas for County employee parking at the Salinas City Hall parking lot and along Lincoln Avenue; and
- c. Directed staff to delay the temporary parking plan and approved a reallocation of funding resources up to \$500,000 to match the City's contribution; the remainder \$900,000 will be held for future consideration to assign to this project; the City agreed to take the Lead in this project and staff directed to return in 90 days.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

17. Adopt a resolution approving the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2021/22 through 2025/26.

John Snively, Management Analyst III, Randell Ishii, Director and Shawne Ellerbee, Assistant Director from the Public Works, Facilities and Parks Department, all via Zoom, presented via PowerPoint presentation.

Open for public comment; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to: Adopt Resolution No. 21-167 approving the County of Monterey Capital Improvement Program Five-Year Plan for Fiscal Years 2021/22 through 2025/26.

Supervisor Wendy Root Askew asked that the Marina Health Department and Department of Social Services to be kept on the radar for a Capital Improvement Project; Supervisor Luis A. Alejo asked for the skate park to also be kept in mind.

Supervisor Mary L. Adams commented on the Carmel Lagoon project funding and Supervisor Wendy Root Askew noted the modification on the temporary parking project (Item No. 16) which should be updated in the plan.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

18. Consider adopting a resolution approving the Fiscal Year (FY) 2021-22 Budget for the County of Monterey, incorporating the FY 2021-22 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board at the June 2-3, 2021 Budget Hearings.

Ezequiel Vega Rios, County Budget Director, via Zoom, from the Budget Analyst Division presented via PowerPoint presentation.

Open for public comment; Cesar Lara and Sonja Koehler, both via Zoom, commented

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to: Adopt Resolution No. 21-168 approving the Fiscal Year (FY) 2021-22 Budget for the County of Monterey, incorporating the FY 2021-22 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board at the June 2-3, 2021 Budget Hearings.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**19. 2021 Land Use Fee Update**

Public hearing to consider amending the Monterey County Fee Resolution relating to fees for processing applications for land-use permits and entitlements, including amending Article IX - RMA-Land Use to re-title to Article IX-Land Use and make minor adjustments to fees; amending Article XIX -Building Services to make minor adjustments to fees; and adopting Article X-Public Works.

**Proposed CEQA Action:** Statutorily Exempt per CEQA Guidelines section 15378(b)(4)

Public hearing commenced.

Melanie Beretti, Services Manager from the Housing Community Development Department, via Zoom, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to: Adopt Resolution No. 21-169 (Attachment A) amending Monterey County Fee Resolution , effective August 21, 2021,to:

- a. Amend Article IX - RMA-Land Use to re-title to Article IX--Land Use and to make minor adjustments to fees;
- b. Amend Article XIX -Building Services to make minor adjustments to fees; and
- c. Adopt Article X -- Public Works to update fees and align with revisions to Article IX.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

3:54 p.m. - Recess for 5 minutes to allow for a new DVD to be loaded

3:59 p.m. - Reconvened

**20. REF150048 - Expansion of Greenhouses and Industrial Buildings for Cannabis Cultivation**

Public hearing to consider adoption an ordinance amending Section 21.67.050 of Title 21 of the Monterey County Code (non-coastal zoning ordinance) to:

- (a) Allow for permitting of commercial cannabis cultivation within new or expanded greenhouses on properties zoned Farmland that contain at least one greenhouse that was legally established prior to January 1, 2016;
- (b) Within Industrial zones, rescind language limiting permitting of commercial cannabis cultivation to occur within industrial buildings legally established prior to January 1, 2016;
- (c) Allow permitting of medium cultivation license types (having a canopy of between 10,001 square feet and 22,000 square feet) with an administrative permit in the Light Industrial zoning district; and
- (d) Amend language references to permitting of outdoor commercial cannabis.

**Location:** Inland unincorporated areas

**Proposed CEQA action:** Statutorily exempt pursuant to California Business and Professions Code section 26055(h).

**Craig Spencer, Services Manager from the Housing Community Development Department, via Zoom, presented via PowerPoint presentation.**

**Open for public comment; Aaron Johnson, Janet Louie, Robert Roach and Cesar Lara, all via Zoom, commented.**

**There are timing benefits to amending the ordinance before July 1, 2021. Should the Board have a desire to act in light of the time constraints,**

**A motion was made by Chris Lopez, seconded by Supervisor Luis A. Alejo, with Supervisor Mary L. Adams, voting no, to:**

- a. Find the project is the adoption of commercial cannabis regulations that require subsequent discretionary permits that are themselves subject to CEQA review, and therefore is statutorily exempt from CEQA the pursuant to Business and Professions Code section 26055(h); and**
- b. Adopt Ordinance No. 5354 (Attachment A) amending Section 21.67.050 of Title 21 of the Monterey County Code (non-coastal zoning ordinance) to:**
  - 1) Allow for permitting of commercial cannabis cultivation within new or expanded greenhouses on properties zoned Farmland that contain at least one greenhouse that was legally established prior to January 1, 2016;**
  - 2) Within Industrial zones, rescind language limiting permitting of commercial cannabis cultivation to occur within industrial buildings legally established prior to January 1, 2016;**
  - 3) Allow permitting of medium cultivation license types (having a canopy of between 10,001 square feet and 22,000 square feet) with an administrative permit in the Light Industrial zoning district; and**
  - 4) Amend language references to permitting of outdoor commercial cannabis.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: NAY**

**Chair Supervisor Root Askew: AYE**

**Motion carried 4 to 1**

#### **Read Out from Closed Session by County Counsel**

#### **CLOSED SESSION REPORT**

- 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.

The Board took no reportable actions on items 1.a.

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

The Board took no reportable actions on items 1.b.(1)

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

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.d.

**Adjourned**

The meeting was adjourned at 5:03 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON** \_\_\_\_\_

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

21. a. Authorize the Deputy Purchasing Agent for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14417) with Boris Borazjani, M.D., Inc. to provide general and acute care surgical services at Natividad, extending the agreement term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised full agreement term of July 1, 2019 to June 30, 2023, and adding \$200,000 for revised not to exceed amount of \$700,000 in the aggregate; and
- b. Authorize the Deputy Purchasing Agent or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No.: A-14417; Amendment No.: 1**

22. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Renewal and Amendment No. 1 with Hammel, Green, Abrahamsom, Inc. to the agreement (A-13061), Nichols, Melburg & Rosetto, (A-13062), Kasavan Architects, (A-13064) and Wald, Ruhnke, & Dost, Architects, LLP (A-13065) for architectural services, pursuant to RFP #9600-63, extending the agreement an additional one (1) year period (March 1, 2021 through February 28, 2022) for a revised full agreement term of March 1, 2016 through February 28, 2022 with no change to the total aggregate amount for all Agreements not to exceed \$5,000,000, or scope of work and amending the design professional indemnification to reflect changes in California state law.

**Approved - Agreement No.: Agreement No.: A-13061 Amendment No.: 1; Agreement No.: A-13062 Amendment No.: 1; Agreement No.: A-13064 Amendment No.: 1 and Agreement No.: A-13065 Amendment No.: 1**

23. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Ray A. Morgan Company, Inc. for copy machine lease and print services for an amount not to exceed \$1,782,164 with an agreement term retroactive from June 11, 2021 through June 10, 2026
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$178,216) of the original cost of the agreement.

**Approved - Agreement No.: A-13272**

24. a. Authorize an increase to the total approved agreement amount for the elevator maintenance and repair service agreement with ThyssenKrupp Elevator Corporation, \$313,200 for a revised total amount not to exceed \$1,006,062, with no change to the agreement term of January 1, 2015 through December 31, 2022.
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute Work Orders pursuant

to the terms of the agreement with ThyssenKrupp Elevator Corporation, for future elevator maintenance and repairs and component upgrades, provided County Counsel and the Auditor-Controller review and approve the Work Orders, and provided the total of such costs fall with the \$1,006,062 approved total agreement amount.

**Approved - Agreement No.: A-15421**

25. a. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14431) with Neurorescue, a Professional Medical Corp. to provide neurosurgical services, extending the term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised term of July 1, 2019 to June 30, 2023, and adding \$200,000 for a revised amount not to exceed \$700,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No.: A-14431; Amendment No.: 1**

26. a. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14429) with West Coast Brain and Spine Institute, Inc. to provide neurosurgical services at Natividad, extending the term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised full agreement term of July 1, 2019 to June 30, 2023, with no increase to the total agreement amount of \$500,000; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No. A-14429; Amendment No.: 1**

27. a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14383) with Minh Q. Tran M.D. Inc. to provide neurosurgical services at Natividad, extending the term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised full agreement term of July 1, 2019 to June 30, 2023, with no increase to the total agreement amount of \$500,000; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No.: A-14383; Amendment No.:1**

28. a. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute the



First Amendment to the Professional and Call Coverage Services Agreement (A-14424) with Kevin Yoo MD, APC to provide neurosurgical services at Natividad, extending the term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised full agreement term of July 1, 2019 to June 30, 2023, with no increase to the total agreement amount of \$500,000; and

b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No.: A-14424; Amendment No.: 1**

29. a. Authorize the Chief Executive Officer for Natividad Medical Center to execute the First Amendment to the Professional and Call Coverage Services Agreement with Central Coast Nephrology to provide nephrology services at Natividad, extending the term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised full agreement term July 1, 2020 to June 30, 2023, and adding \$560,000 for a revised not to exceed amount of \$810,000 in the aggregate; and
- b. Authorize the Deputy Purchasing Agent for NMC to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$25,000) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15368**

30. a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14390) with Allen Radner, M.D. to provide infectious disease physician services, extending the term by twelve months (July 1, 2021 to June 30, 2022) for revised term July 1, 2019 to June 30, 2022, and adding \$92,700 for a revised not to exceed amount of \$278,100 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not exceed ten percent 10% (\$18,540) of the original contract amount.

**Approved - Agreement No. A-14390; Amendment No.: 1**

31. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14310) with Monterey County Eye Associates, Inc. to provide ophthalmology services, extending the term by thirty-six months (July 1, 2021 to June 30, 2024) for a revised full term of June 1, 2019 to June 30, 2024, and adding \$802,274 for a revised amount not to exceed of \$1,306,274 in the aggregate; and
- b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this agreement which do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$54,600) of the original cost of the agreement.

**Approved - Agreement No.: A-14310; Amendment No.: 1**

- 32.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with Salinas Valley Memorial Healthcare System, dba Salinas Valley Medical Clinic to provide hematology oncology services, extending the term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised term July 1, 2019 to June 30, 2023, and adding \$360,000 for a revised not to exceed amount of \$720,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not exceed ten percent 10% (\$36,000) of the original contract amount.

**Approved - Agreement No.: A-15369; Amendment No.: 1**

- 33.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14384) with Sweet, Renfer & Milanese MD to provide urology services at Natividad, extending the term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised full term of July 1, 2019 to June 30, 2023; and adding \$625,500 for revised not to exceed amount \$1,251,000 in the aggregate; and
- b. Authorize the Chief Executive Officer or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$62,550) of the original contract amount.

**Approved - Agreement No.: A-14384; Amendment No.: 1**

- 34.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with Delphine Engel MD to provide general and acute care surgical services at Natividad, extending the agreement term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised full agreement term of July 1, 2019 to June 30, 2023, with no increase to the total agreement amount of \$500,000; and
- b. Authorize the Chief Executive Officer or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No.: A-15370; Amendment No.: 1**

- 35.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Third Amendment to the Professional and Call Coverage Services Agreement (A-14150) with Kuong Ngann, D.O. to provide general and acute care surgical services at Natividad, extending the agreement term by twenty-four months (July 1, 2021 to June 30, 2023) for a revised full agreement term of November 1, 2018 to June 30, 2023, and adding \$600,000 for a revised not to exceed amount of \$1,500,000 in the aggregate; and
- b. Authorize the Chief Executive Officer or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No.: A-14150; Amendment No.: 3**

**36.**

a. Authorize the Chief Executive Officer (“CEO”) for Natividad Medical Center (NMC) or his designee to execute an agreement with First Alarm Security & Patrol Inc., an Allied Universal Company one of the selected qualified contractors that receive a notice of award from the County Contracts-Purchasing Department pursuant to the County’s Request for Proposal (RFP) 10744 for Uniform Security Guard Services, with an initial Agreement term of July 1, 2021 through June 30, 2022 and the option to extend for two (2) additional one (1) year periods, for a total contract amount not to exceed \$4,500,000;

b. Authorize the CEO for NMC or his designee to execute up to 2 one year amendments that do not significantly change the scope of services.

**Approved - Agreement No.: A-15371**

**37.**

a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14387) with Thai Lan Tran, M.D. Inc. to provide general and acute care surgical services at Natividad, extending the agreement term by thirty-six months (July 1, 2021 to June 30, 2024) for a revised full agreement term of June 1, 2019 to June 30, 2024, and adding \$1,000,000 for revised not to exceed amount of \$1,650,000 in the aggregate; and

b. Authorize the Chief Executive Officer or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$65,000) of the original contract amount.

**Approved - Agreement No.: Agreement No.: A-14387; Amendment No.: 1**

**38.**

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a Hospital Participation Agreement with American College of Surgeons (ACS) for participation in the ACS Trauma Quality Improvement Program for an amount not to exceed \$111,400 with an agreement term July 1, 2021 through June 30, 2026.

b. Approve the NMC Chief Executive Officer’s recommendation to accept non-standard indemnification, insurance, no warranty, limitations on liability, and governing laws within the agreement.

c. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement, which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$11,140) of the original cost of the agreement.

**Approved - Agreement No.: A-15372**

**39.**

a. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute the Professional Services Agreement with The Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide pediatric hospitalist services for an amount not

to exceed \$233,520 for the period July 1, 2021 to June 30, 2022; and

b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$23,352) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: Agreement No.: A-15373**

- 39.1** Approve and authorize the Interim Natividad Chief Executive Officer to execute a Lease Agreement with Southern Monterey County Memorial Hospital, a California nonprofit public benefit corporation doing business as Mee Memorial Healthcare System ("Mee Memorial"), for 537.5 square feet of medical office space for the operation of an obstetrics and gynecology clinic within a medical office building owned by Mee Memorial and located at 467 El Camino Real, Greenfield, California, 93927, for the period July 1, 2021 to June 30, 2022 at the monthly rate of \$1,052.88 for leasing the space and specified medical equipment one day a week. (ADDED VIA ADDENDUM)

**Approved - Agreement No.: Agreement No.: A-15374**

### **Health Department**

- 40.** a. Approve and authorize the Director of Health or Assistant Director of Health to sign a three (3) year Subscription Agreement (August 1, 2021 to July 31, 2024) with UpToDate, Inc. to provide an UpToDate Anywhere Electronic Clinical Resource Subscription in the amount of \$10,450 for August 1, 2021 to July 31, 2022, \$11,077 for August 1, 2022 to July 31, 2023, and \$11,741 for August 1, 2023 to July 31, 2024, for a total contract amount not to exceed \$33,268; and
- b. Accept the non-standard Agreement, limited warranty, limitation of liability, and risk terms regarding indemnification and insurance provisions in the Agreement; and
- c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$3,327) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15375**

- 41.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a one-year Mental Health Services Agreement with California Psychiatric Transitions for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$1,396,050 for the term of July 1, 2021 through June 30, 2022; and
- b. As per County Counsel, approve and authorize the Director of Health or Assistant Director of Health to approve non-standard terms to the MHS template of the Agreement, specifically the redlining of Sections XIII and XIV for Budget and Expenditure and Cost Reporting, the provisions of which are not applicable to this vendor; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$139,605) of the original Agreement amount and do not significantly alter the scope of services

**Approved - Agreement No.: A-15376**

42. a. Authorize the Director of Health or Assistant Director of Health to sign Amendment No. 1 to Agreement No. A-14686, a Platform License Agreement with Conduent Healthy Communities Corporation for the provision of analytics, data visualization tools, customization, maintenance/support, and training for the Healthy Communities Institute Platform System, adding three (3) years and two (2) months for a revised full term of April 15, 2020 through June 23, 2025 and increasing the amount of the agreement by \$100,000 for a total aggregate amount not to exceed \$170,000; and
- b. Approve and authorize the Health Director or Assistant Health Director to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$17,000) of the original Platform License Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-14686; Amendment No.: 1**

43. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a three-year Mental Health Services Agreement with the Community Hospital of the Monterey Peninsula for acute inpatient psychiatric Medi-Cal services, in the amount of \$110,430 for Fiscal Year (FY) 2021-22, \$110,430 for FY 2022-23, and \$114,660 for FY 2023-24, for a maximum County obligation of \$335,520 for the term of July 1, 2021 through June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$33,552) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15377**

44. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a three-year Mental Health Services Agreement with Front St., Inc. in Santa Cruz, California for the provision of residential services to older adults with serious and persistent mental illness in the amount of \$1,470,107 for Fiscal Year (FY) 2021-22, \$1,506,736 for FY 2022-23, and \$1,545,343 for FY 2023-24, for a maximum County obligation of \$4,522,185 for the term of July 1, 2021 through June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$452,218) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15378**

45. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a two (2) year Mental Health Services Agreement (July 1, 2021 - June 30, 2023) with Pajaro Valley Prevention and Student Assistance, Inc. in the amount of \$390,000 for Fiscal Year (FY) 2021-22 and \$390,000 for FY 2022-23, for a total Agreement amount not to exceed \$780,000; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$78,000) of the original Agreement amount and do not significantly change the scope of services.

**Approved - Agreement No.: A-15379**

46. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a one-year

Mental Health Services Agreement with Telecare Corporation for the provision of skilled nursing services to Monterey County adults with primary diagnoses of organic brain syndrome, traumatic brain injury, medical debilitation, and severe mental illness, for a maximum County obligation of \$788,987 for the term of FY 2021-22; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$78,898) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15380**

**47.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a two-year Standard Agreement with Fivebase, LLC for the provision of Avatar database technical and application consulting, and professional training services, for a maximum County obligation of \$200,000 for the term of July 1, 2021 through June 30, 2023; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$20,000) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15382**

**48.** a. Approve and authorize the Director of Health or Assistant Director of Health to sign an Agreement with the City of Salinas in the amount of \$67,585, for the period retroactive to October 1, 2020 through December 21, 2023, for the provision of grant evaluation services by the Health Department's Planning, Evaluation, and Policy Unit, which will include developing an evaluation and logic model and the collection of data from the grant's two community partner organizations (California Youth Outreach and Rancho Cielo) for quarterly reports submitted in partnership with the City of Salinas; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments up to ten percent (10%) (\$6,758) of the original contract amount, which does not significantly alter the scope of services.

**Approved - Agreement No.: A-15383**

**49.** a. Authorize the Director of Health to execute a Standard Agreement with Steris Corporation for the provision of equipment inspection and maintenance service for laboratory equipment, in the amount of \$51,515.28 for the retroactive period from January 1, 2021 to December 31, 2023; and

b. Approve nonstandard indemnification, and liability provisions and termination clauses in Agreement as recommended by the Director of Health.

**Approved - Agreement No.: A-15384**

**50.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a two (2) year Mental Health Services Agreement (July 1, 2021 - June 30, 2023) with Door to Hope, Inc. for outpatient and residential mental health services to children and adolescents residing in Monterey County in the amount of \$2,200,000 for Fiscal Year (FY) 2021-22, and \$2,200,000 for FY 2022-23, for a total Agreement amount not to exceed \$4,400,000; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$440,000) of the original Agreement

amount and do not significantly change the scope of services.

**Agreement No.: A-15385**

51. a. Approve and authorize the Director of Health or Assistant Director of Health to sign a multi-year term Mental Health Services Agreement (July 1, 2021 to June 30, 2024) with The Epicenter in the amount of \$90,000 for Fiscal Year (FY) 2021-22, \$90,000 for FY 2022-23, and \$90,000 for FY 2023-24 for a total Agreement amount of \$270,000; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$27,000) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15386**

52. a. Approve and authorize the Director of Health or Assistant Director of Health to sign a multi-year Alcohol and Drug Program Services Agreement with the Epicenter for the provision of youth services through the Friday Night Live (FNL) Program \$169,628 for Fiscal Year (FY) 2021-22 and \$169,628 for FY 2022-23 and \$169,628 for FY 2023-24 for a total Agreement amount not to exceed \$508,884 for the term of July 1, 2021 through June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$50,884) of the original Agreement amount and do not significantly alter the scope of services.

**Agreement No.: A-15387**

53. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 4 to Mental Health Services Agreement A-12775 with Felton Institute for the provision of prevention and recovery in early psychosis services to increase the vendor's Fiscal Year (FY) 2020-21 rates and reduce the FY 2020-21 Agreement amount by \$45,000, for a revised total Agreement amount of \$3,285,000 for the same term of July 1, 2018 through June 30, 2021.

**Approved - Agreement No.: A-12775; Amendment No.: 4**

54. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a three-year Mental Health Services Agreement with American Medical Transport, Inc., DBA Central Coast Ambulance for the provision of wheelchair and gurney transportation services for psychiatrically and/or physically disabled clients in the amount of \$100,000 for Fiscal Year (FY) 2021-22, \$100,000 for FY 2022-23, and \$100,000 for FY 2023-24, for a maximum County obligation of \$300,000 for the term of July 1, 2021 through June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$30,000) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15388**

55. a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement with the California Department of Public Health, to provide Monterey County Health

Department access to data through the California COVID-19 Outreach and Rapid Deployment (CORD) platform for a 10-year term beginning upon execution by both Parties; 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.

**Approved - Agreement No.: A-15389**

56. Adopt a resolution designating the use of a Hearing Officer for the Local Enforcement Agency (LEA) through Amendment No. 2 to the agreement with the Mandel Gisnet Center for Conflict Management.

**Adopt Resolution No.: 21-171; Agreement No. A-15422; Amendment No.: 2**

57. Approve and Authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 to the Memorandum of Agreement (MOA: A-13774), between the County of Monterey and the City of Salinas, for the Animal Control Services Administration Pilot Project for consolidation of shared Veterinary and Animal Care Services, which extends the term of the MOA six (6) months for an extended term of November 7, 2017 through December 31, 2021 and increases the MOA total by \$469,287 for a revised total amount not to exceed \$1,441,187 for the term of the MOA.

**Approved - Agreement No.: A-13774; Amendment No.: 3**

58. Approve and authorize the Director of Health or Assistant Director of Health, to execute on behalf of the County of Monterey standard agreements, and any amendments thereto, for continued funding from public and private local, State, and Federal agencies for designated programs and to sign standard subcontractor agreements not to exceed \$100,000 associated with our continued funding agreements for designated programs. Programs and their associated agreements are identified in an "Attachment A- Program Funding List" to the Board Report.

**Approved - Agreement No.: A-15423**

### **Department of Social Services**

59. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Seneca Family of Agencies for \$194,018 to support the Resource Family Approval Program throughout Monterey County for the period July 1, 2021 through June 30, 2022; and  
b. Authorize the Director or the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$19,401) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15390**

60. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with TMD Creative for \$140,500 for the provision of outreach, marketing, website, and technical assistance services for Family and Children's Services, the Child Abuse Prevention Council (CAPC) and Community Benefits for the period July 1, 2021 through June 30, 2022; and



b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$14,050) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15391**

- 61.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment #2 to the agreement with TMD Creative for marketing services for the Child Abuse Prevention Council (CAPC) by adding \$25,000 for a total contract amount of \$140,500 with no change to the contract term of July 1, 2020 through June 30, 2021; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$14,050) of the contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15366; Amendment No.: 2**

- 62.** a. Approve and authorize the Director of the Department of Social Services to execute standard funding agreements and amendments for continued funding from state agencies for designated programs on behalf of the County for the period January 1, 2021 through December 31, 2022; and
- b. Approve and authorize the Military and Veterans Affairs Officer to execute standard funding agreements and amendments for continued funding from the Department of Veterans Affairs on behalf of the County for the period July 1, 2021 through June 30, 2022.

**Agreement No.: A-15392**

- 63.** a. Approve and authorize the Director of the Department of Social Services, the Chief Probation Officer and the Director of Public Health to sign a no cost agreement with the Monterey County Office of Education and San Andreas Regional Center establishing Monterey County's trauma informed System of Care for children and youth as required by AB 2083 for the period of July 1, 2021 through June 30, 2026; and
- b. Approve and authorize the Director of the Department of Social Services, the Chief Probation Officer and the Director of Public Health to sign up to three renewals of this agreement as long as they do not encompass payment or significantly change the scope of services.

**Approved - Agreement No.: A-15393**

- 64.** a) Approve and authorize the Director of the Department of Social Services to sign an agreement for \$1,032,000 with Aspiranet for operation of the CHERISH Receiving Center for the period July 1, 2021 through June 30, 2022; and
- b) Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$103,200) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15394**

65. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with the Alliance on Aging for \$587,275 to provide Outreach, Long Term Care Ombudsman, Health Insurance Counseling and Advocacy Services, and Medicare Improvements for Patients and Providers Act services to Monterey County seniors from July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$58,727) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15395**

66. a. Approve and authorize the Director of the Department of Social Services to sign an Agreement with Door to Hope in the amount of \$471,138 for the term of July 1, 2021 through June 30, 2023 to provide parent education to families who are involved with, or at-risk for child protective services intervention; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) additional amendments to this agreement where the total amendments do not exceed 10% (\$47,113) of the contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15396**

67. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Aspiranet in the amount of \$472,432 for operation of the Cherish Visitation Center for the period July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to (3) amendments to this Agreement where the total amendments do not exceed 10% (\$47,243) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15397**

68. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Aspiranet for \$184,988 to support the Resource Family Approval Program throughout Monterey County for the period of July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$18,498) of the original contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15398**

69. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Seneca Family of Agencies in the amount of \$611,395 for the provision of services and supports to relatives and near-kin caregivers for the period July 1, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to

this agreement where the total amendments do not exceed 10% (\$61,139) of the original contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15399**

70. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to the agreement with Monterey Bay Central Labor Council to provide Medi-Cal enrollment assistance to county jail inmates extending the term through December 31, 2021 and adding \$79,526 for a new contract total of \$153,750; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$15,375) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-13272; Amendment No.: 1**

71. a. Ratify the execution by the County Purchasing Officer or his designee, of agreements with local food vendors to support older adult residents to shelter-in-place during the COVID-19 Pandemic by providing home delivered meals under the Great Plates Delivered and Area Agency on Aging Senior Meal Program in the amount of \$3,174,013, for a total cumulative amount of \$7,549,508 to extend the period to June 30, 2021; and
- b. Authorize the Contracts/Purchasing Officer or his designee to execute amendments up to one (1) amendments to the Agreements in an amount not to exceed 10% of the aggregate total of each agreement and does not significantly change the scope of the agreement during the course of the Pandemic.

**Approved - Agreement No.: A-15400**

### **Criminal Justice**

72. a. Authorize the Contracts/Purchasing Officer to execute an Agreement with West Publishing Company, associated with Thompson Reuters Corporation, for a subscription to provide legal support software and printed legal reference documents, for the period of August 1, 2021 through July 31, 2026, in the maximum amount of \$350,000.00;
- b. Accept non-standard contract provisions as recommended by the District Attorney;
- c. Authorize the Contract/Purchasing Officer, the Auditor/Controller and the District Attorney to sign and execute the appropriate documents and verifications when required;
- d. Authorize the Contracts/Purchasing Officer to issue purchase orders on an as-needed basis pursuant this Agreement over the period of August 1, 2021 through July 31, 2026.

**Approved - Agreement No.: A-15401**

73. Authorize the District Attorney of the County of Monterey, on behalf of the County, to submit grant proposals to the U.S. Department of Justice for Cold Case DNA testing, and to execute on behalf of the County the Grant Award Agreements including any extension or amendments thereof.

**Approved**

**74.**

- a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign revenue generating Agreement with Scribsoft Holdings, Inc dba Permitium, with modification to County Standard Agreement, who provide an online software application for applicants applying for Carry Concealed Weapons permit; and
- b. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign Amendments to Agreement as necessary.

**Approved - Agreement No.: A-15402****74.1**

- a. Approve and authorize the Contracts/Purchasing Officer to execute Professional Services Agreements for legal representation in indigent adult and juvenile criminal cases, through the Alternate Defenders Office, with effective terms of July 1, 2021 through June 30, 2022, with the following attorneys in these amounts: Evan George for \$82,125; Jeffrey Gobell for \$92,125; Kelly Duncan for \$84,000; Jan Lindberg for \$96,000; Tara Higgins for \$103,500; Richard West for \$103,500; and Monique Hill for \$103,500; and
- b. Approve and authorize the Contracts/Purchasing Officer to execute up to four (4) amendments to these agreements, extending the terms of each by one (1) fiscal year per amendment, subject to County Counsel review and provided there is no significant change to the scope of work or increase in cost that exceeds five percent (5%) of the original amount of the Agreement per amendment.  
(ADDED VIA ADDENDUM)

**Approved - Agreement No.: A-15403****General Government****75.**

Adopt a Resolution to Approve a Zero Property Tax Transfer for the Proposed Monterey Peninsula Water Management District Sphere of Influence Amendment and Annexation of Parcels in the Yankee Point and Hidden Hills Areas.

**Adopt Resolution No.: 21-178****76.**

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Countywide Service Agreements to provide Uniformed Security Guard Services based on the criteria set forth in RFP #10744. The agreements are between the County of Monterey and the six (6) named vendors as follows: Universal Protection Service, LP. dba Allied Universal Security Services, American Guard Services, Inc., ASSET Private Security, Inc. Condor Security of America, Inc., Miller Event Management, Inc., and National Security Industries & Services, on an as-needed basis for the initial term of three (3) years from July 1, 2021 through and including June 30, 2024 with the option to extend the agreements for two (2) additional one (1) year periods, for a total not to exceed a maximum five (5) year Agreement. The aggregate amount over the term of all Agreements shall not exceed \$10,000,000, in accordance with the terms and conditions set within each Agreement; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute,

- after one year, similar additional Agreements for Uniformed Security Guard Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate June 30, 2024; and
- c. Authorize the Contracts/Purchasing Officer to increase the cumulative “not to exceed” amount by up to 10% of the original aggregate amount of \$10,000,000, even if no additional Agreements are entered into.

**Approved - Agreement No.: A-15404; Agreement No.: A-15405; Agreement No.: A-15406; Agreement No.: A-15407; Agreement No.: A-15408 and Agreement No.: A-15409**

77. a. Approve and authorize the Director of Information Technology or his designee to execute Amendment No. 3 to the agreement with Armstrong Productions, Incorporated for broadcast services, adding an additional \$105,000 for a revised agreement amount of \$504,880, and extending the agreement term by one (1) year for a revised agreement term of November 7, 2017 through June 30, 2022; and
- b. Approve and authorize the Director of Information Technology or his designee to execute up to one (1) extension of the Agreement, of one (1) year if needed, subject to County Counsel review, provided there is no significant change in Agreement terms and provided any increase in cost is limited to no more than ten (10) percent of the yearly amount (\$10,500 maximum increase per renewal).

**Approved - Agreement No.: A-13772; Amendment No.: 3**

78. a. Approve Amendment No. 4 to the Professional Services Agreement (Agreement) with Ballard Spahr LLP for federal legislative advocacy services to increase the contract amount to \$125,000 for FY21-22;
- b. Approve Amendment No. 6 to the Professional Services Agreement (Agreement) with Nossaman LLP for state legislative advocacy services and grant and funding advocacy services to increase the contract amount to \$144,000 for state legislative advocacy and \$84,000 for grant and funding advocacy for FY21-22; and
- c. Authorize the Contracts/Purchasing Officer to extend the Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the amended Agreements subject to budget approval.

**Approved - Agreement No.: A-14227; Amendment No.: 4 and Agreement No.: A-14226; Amendment No.: 6**

79. a. Approve and authorize the County, by and through the County Assessor, to enter into an agreement with Just Appraised Inc., to deploy transfer of ownership and sales coding application that aggregates various data sources about real estate transactions and creates a work flow that allows staff members to process the transactions more quickly in an amount not to exceed \$64,500 for July 1, 2021 through June 30, 2022; and

- b. Accept non-standard terms and conditions requested by vendor as recommended by the Assessor; and
- c. Authorize the Assessor to sign four future annual renewals to the agreement under same or similar terms that do not materially change the scope of work or increase the annual payments in excess of 10% per year over the FY 2021-22 amount.

**Approved Agreement No.: A-15410**

- 80.**
- a. Authorize the Director of the Information Technology Department to execute a non-standard agreement with DocuSign for Government and system support, retroactive to May 1, 2021 through April 30, 2024 for a total agreement amount of \$341,550; and
  - b. Authorize the Director of the Information Technology Department to execute service order forms and such documents as are necessary to implement the agreement; and
  - c. Accept non-standard contract provisions as recommended by the Director of Information Technology; and
  - d. Authorize the Director of Information Technology to sign up to three (3) renewals, of one (1) year each, of the agreement, provided additional costs do not exceed ten percent (10%) of the cost of the prior year subject to County Counsel review and provided the terms of the agreement remain substantially the same.

**Approved - Agreement No.: A-15411**

- 81.**
- a. Approve amendment #4 to the contract with TMD Creative for Covid 19 pandemic crisis communication as follows:
    - 1. extend the contract period for 6 months from June 30, 2021 to December 31, 2021 and
    - 2. increase the contract amount from \$827,459 to \$1,212,459 subject to approval of the FY 21-22 County budget
  - b. Authorize the Assistant CAO-IGLA to sign the amended contract

**Approved - Agreement No.: A-15053; Amendment No.: 4**

- 82.**
- Introduce, waive reading, and set July 13, 2021 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to set a tax rate for outdoor commercial cannabis cultivation.

**Approved**

- 83.**
- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Countywide Service Agreements to provide Portable Toilet Site Services based on the criteria set forth in RFP #10799. The agreements are between the County of Monterey and the two (2) named vendors as follows: A & G Pumping, Inc. and Star Sanitation, LLC. on an as-needed basis for the initial term of three (3) years from July 1, 2021 through and including June 30, 2024 with the option to extend the agreements for two (2) additional one (1) year periods, for a total not to exceed a maximum five (5) year Agreement. The aggregate amount over the term of all

Agreements shall not exceed \$500,000, in accordance with the terms and conditions set within each Agreement; and

- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute, after one year, similar additional Agreements for Portable Toilet Site Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate June 30, 2024; and
- c. Authorize the Contracts/Purchasing Officer to increase the cumulative “not to exceed” amount by up to 10% of the original aggregate amount of \$500,000, even if no additional Agreements are entered into.

**Approved - Agreement No.: A-15412 and Agreement No.: A-15413**

- 84. a. Approve and authorize the County Administrative Officer, or his designee, to sign an Agreement with InProduction, Inc. to provide podium stage rentals and services for events at WeatherTech Raceway Laguna Seca effective July 1, 2021 through December 31, 2023, for an amount not to exceed \$150,000; and
- b. Approve and authorize the County Administrative Officer, or his designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$15,000) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15414**

- 85. a. Approve and Authorize the Monterey County Free Libraries Director or his/her Designee to receive \$14,000.00 from a grant from Library Services and Technology Act (LSTA), to fund and acquire fifty-seven hot spots for a year, to lend to library patrons and the community;
- b. Approve and Authorize the Monterey County Free Libraries Director or his/her Designee to enter into a subscription Agreement with Mobile Citizen to provide services to the fifty-seven (57) hot spots, in the amount of \$12,103.95, for a full one-year term.

**Approved - Agreement No.: A-15415**

- 86. a. Approve a retroactive agreement and authorize the County Administrative Officer, or his designee, to sign a retroactive Agreement with Mighty & Small LLC to provide branding and graphic design services for 2021 events, and the Laguna Seca Recreation Area facility as a whole, retroactive from February 25, 2021 through December 31, 2021, for an amount not to exceed \$60,000; and
- b. Approve and authorize the County Administrative Officer, or his designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$6,000) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15416**

- 87. Approve and authorize the Contracts/Purchasing Officer, or his designee, to execute Renewal and Amendment No. 1 to the Agreement with Palmer Audio Event Services for audio visual services for the premier events at WeatherTech Raceway Laguna Seca, extending the Agreement an additional two (2) year period (January 1, 2021 through December 31, 2022) for a revised full agreement term of October 15, 2020 through December 31, 2022, and adding \$185,000 for a revised total agreement

amount not to exceed \$223,000.

**Approved - Agreement No.: A-15417; Amendment No.: 1**

88. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Countywide Service Agreements to provide Temporary Staffing Services based on the criteria set forth in RFP #10802. The agreements are between the County of Monterey and the four (4) named vendors as follows: Slingshot Connections LLC, Manpower Group US Inc, Balance Staffing Workforce and HB Staffing, on an as-needed basis for the initial term of five (5) years from July 1, 2021 through and including June 30, 2026. The aggregate amount over the term of all Agreements shall not exceed \$12,000,000, in accordance with the terms and conditions set within each Agreement; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute, after one year, similar additional Agreements for Temporary Staffing Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate June 30, 2026; and
- c. Authorize the Contracts/Purchasing Officer to increase the cumulative “not to exceed” amount by up to 10% of the original aggregate amount of \$12,000,000, even if no additional Agreements are entered.

**This matter is continued to a date to be determined.**

89. Approve and Authorize the County Administrative Officer, or his designee, to execute Amendment No. 1 to the Agreement with the Community Foundation for Monterey County for Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project (“Pilot Project”), adding 3 months, for a revised full term of January 1, 2021 through September 30, 2021, with no change to the not to exceed amount of \$4,989,651.00.

**Approved - Agreement No.: A-15418; Amendment No.: 1**

90. a. Approve and authorize County Counsel to execute an Agreement with Westlaw Publishing Corporation, associated with Thomson Reuters Corporation, for West Proflex Online Legal Research, for the period of July 1, 2021 through August 31, 2026, for the maximum amount of \$174,995.51.
- b. Accept non-standard contract provisions and insurance provisions as recommended by County Counsel.

**Approved - Agreement No.: A-15381**

### **Housing and Community Development**

91. a. Approve Amendment No. 2 to Professional Services Agreement No. A-13636 with Denise Duffy & Associates, Inc. to prepare the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed



\$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and

b. Approve Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654) with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and

c. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 2 to Professional Services Agreement No. A-13636, Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654), and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not exceed the original Agreement amounts.

**Approved - Agreement No.: A-13636; Amendment No.: 2 and Agreement No.: A-13654; Amendment No.: 2**

- 92.** a. Approve Amendment No. 7 to Professional Services Agreement No. A-12164 with Kimley-Horn and Associates, Inc. to continue providing engineering services associated with the Countywide Fee Program Nexus Study; Agriculture and Winery Corridor Plan Impact Fee based on the October 26, 2010 adoption of the 2010 Monterey County General Plan (GP); Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation; and California Environmental Quality Act (CEQA) Review for the CVTIP, to extend the expiration date for one additional year through June 30, 2022, for a revised term from December 13, 2011 to June 30, 2022;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 7 to Professional Services Agreement No. A-12164 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

**Approved - Agreement No.: A-12164; Amendment No. 7**

- 92.1** a. Ratify the 2018 Memorandum of Understanding, Amendment No. 1, between County and the City of Salinas, executed in October 2019, which defined cost sharing and reimbursements of up to \$125,000 by the City for County's costs associated with predevelopment of the shelter and future housing, of which \$100,000 was allocated to the shelter; and
- b. Approve new Memorandum of Understanding (2021 MOU) between the County of Monterey and the City of Salinas to clarify the roles and responsibilities for continued administration and operation of the Salinas Housing Advancement, Resources and Education Center (SHARE Center) and development of affordable housing at 845 East Laurel Drive, Salinas to replace the prior MOU dated September 25, 2018; and
- c. Approve 2021 Memorandum of Understanding, Amendment No. 1, which further commits the City of Salinas to reimburse County for predevelopment costs up to \$125,000 associated with predevelopment of the shelter and future housing, of which \$100,000 is allocated to the shelter; and
- d. Authorize the Assistant County Administrative Officer-Intergovernmental and Legislative Affairs to sign the updated MOU and Amendment No. 1 on behalf of the County and future amendments that do not significantly alter the scope of work or terms of the Memorandum of Agreement, subject to review and approval by County Counsel. (ADDED VIA ADDENDUM)

**Approved - Agreement No.: A-15419; Amendment No.: 1**

**Public Works, Facilities and Parks**

**93.** Adopt a Resolution to:

- a. Approve the Quitclaim Deed and Transfer Agreement between the County and the City of Salinas, a California Charter City, for the conveyance of an approximately 2,180 square foot vacant lot off of Garfield Circle within the City of Salinas' jurisdictional limits, identified as Assessor's Parcel Number 253-192-015, pursuant to Government Code Section 25365 (4/5th vote required);
- b. Subject to formal approval of this Resolution by the California Department of Housing and Community Development within thirty (30) days of the County's adoption and full execution of this Resolution, authorize the Public Works, Facilities, & Parks Director to execute the Quitclaim Deed, the Transfer Agreement, and any related documents needed to complete the transaction, including, but not limited to, any future amendments to the Agreement subject to the review and approval of the Office of the County Counsel;
- c. Find the subject parcel to be transferred is exempt surplus land pursuant to Government Code sections 54221(f)(1)(B)(i) and 54221(f)(1)(D)(E); and
- d. Find that the subject parcel transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312.

**Adopted Resolution No.: 21-170**

- 94.**
- a. Approve Amendment No. 1 to the Memorandum of Understanding by and between the Salinas Valley Solid Waste Authority and the County of Monterey regarding the Litter Abatement Program to extend the term for two (2) additional years through June 30, 2023, for an amount not to exceed \$100,000 per fiscal year; and
  - b. Approve Amendment No. 1 to the Memorandum of Understanding by and between the Monterey Regional Waste Management District and the County of Monterey regarding the Litter Abatement Program to extend the term for two (2) additional years through June 30, 2023, for an amount not to exceed \$25,000 per fiscal year.

**Approved - Agreement No.: A-15420; Amendment No.: 1**

**95.**

**Addenda**

**Add under Natividad Medical Center - Consent Calendar**

- 39.1** Approve and authorize the Interim Natividad Chief Executive Officer to execute a Lease Agreement with Southern Monterey County Memorial Hospital, a California nonprofit public benefit corporation doing business as Mee Memorial Healthcare System ("Mee Memorial"), for 537.5 square feet of medical office space for the operation of an obstetrics and gynecology clinic within a medical office building owned by Mee Memorial and located at 467 El Camino Real, Greenfield, California, 93927, for the period July 1, 2021 to June 30, 2022 at the monthly rate of \$1,052.88 for leasing the space and specified medical equipment one day a week.

**Add under Criminal Justice - Consent Calendar**

- 74.1** a. Approve and authorize the Contracts/Purchasing Officer to execute Professional Services Agreements for legal representation in indigent adult and juvenile criminal cases, through the Alternate Defenders Office, with effective terms of July 1, 2021 through June 30, 2022, with the following attorneys in these amounts: Evan George for \$82,125; Jeffrey Gobell for \$92,125; Kelly Duncan for \$84,000; Jan Lindberg for \$96,000; Tara Higgins for \$103,500; Richard West for \$103,500; and Monique Hill for \$103,500; and
- b. Approve and authorize the Contracts/Purchasing Officer to execute up to four (4) amendments to these agreements, extending the terms of each by one (1) fiscal year per amendment, subject to County Counsel review and provided there is no significant change to the scope of work or increase in cost that exceeds five percent (5%) of the original amount of the Agreement per amendment.

**Add under Housing and Community Development - Consent Calendar**

- 92.1** a. Ratify the 2018 Memorandum of Understanding, Amendment No. 1, between County and the City of Salinas, executed in October 2019, which defined cost sharing and reimbursements of up to \$125,000 by the City for County's costs associated with predevelopment of the shelter and future housing, of which \$100,000 was allocated to the shelter; and
- b. Approve new Memorandum of Understanding (2021 MOU) between the County of Monterey and the City of Salinas to clarify the roles and responsibilities for continued administration and operation of the Salinas Housing Advancement, Resources and Education Center (SHARE Center) and development of affordable housing at 845 East Laurel Drive, Salinas to replace the prior MOU dated September 25, 2018; and
- c. Approve 2021 Memorandum of Understanding, Amendment No. 1, which further commits the City of Salinas to reimburse County for predevelopment costs up to \$125,000 associated with predevelopment of the shelter and future housing, of which \$100,000 is allocated to the shelter; and
- d. Authorize the Assistant County Administrative Officer-Intergovernmental and Legislative Affairs to sign the updated MOU and Amendment No. 1 on behalf of the County and future amendments that do not significantly alter the scope of work or terms of the Memorandum of Agreement, subject to review and approval by County Counsel.

**1:30 Scheduled Matters**

Revised Attachment A - Modifications to FY 2021-22 Recommended Budget

- 18.** Consider adopting a resolution approving the Fiscal Year (FY) 2021-22 Budget for the County of Monterey, incorporating the FY 2021-22 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board at the June 2-3, 2021 Budget Hearings.

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, July 13, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Unit A
    - (3) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Unit B
    - (4) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Unit S
    - (5) Designated representatives: Lori Medina and Jeff Baily  
Employee Organization(s): IHSS
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) *Zhang, et al. v. County of Monterey, et al.*, U.S. District Court for the Northern District of California Case No. 17-cv-00007-LHK
    - (2) *County of Monterey, et al. v. Amerisourcebergen Drug Corp., et al.*, U.S. District Court for the Northern District of California Case No 18-cv-02693.
    - (3) *Carmel Valley Association, Inc. v. County of Monterey et al.*, (Real Parties in Interest Rancho

Canada Venture, LLC et al) (Court of Appeal Case No. H046187) (Monterey County Superior Court Case No. 17CV000131)

### **Public Comments**

Open for public comments; Chris (last name inaudible), Raul Huerta, Randall Wright, Karen Pontius, Belen Macias, Elizabeth Tyler, Araceli Flores and Woman in purple with blonde hair (no name provided), in person, commented.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Mr. Chris Cabanillas.

### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

#### **Corrections to the Appointments**

For Item No.'s 14 and 15 those appointments were received by Supervisor Alejo's office and not Supervisor Chris Lopez' office.

Item No. 17 appointee's last name should be corrected to Elizondo which starts with an E and not an A.

#### **To the General Government Consent Calendar**

Item No. 47 is being requested to be pulled from the agenda by the department.

#### **To the Housing and Community Development Consent Calendar**

Item No. 61 is in receipt of a revised Attachment A.

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolution 2 through 7.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

2. Adopt a resolution honoring Sr. Juvenile Institutions Officer Sam Catania upon his retirement from the Monterey County Probation Department after almost 20 years of dedicated County service. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-156**

3. Adopt a resolution honoring and recognizing California Highway Patrol Assistant Chief Kyle Foster for his service to Monterey County as the Monterey Area Captain Commander from July 2019 to April 2021. (Full - Board Supervisor Phillips)

**Adopted Resolution No. 21-188**

4. Adopt a resolution recognizing Tom Bailey, volunteer, for his 23 years of service with the Animal Control Advisory Board for Animal Services Bureau, Monterey County Health Department. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-190**

5. Adopt a resolution honoring Maria Lopez, Health Education Assistant (HEA) upon her retirement from the County of Monterey, after 29 years of dedicated public service with the Health Bureau, Monterey County Health Department. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-189**

6. Adopt a resolution recognizing the Arts Council for Monterey County as the county's official local arts agency. (Full Board - Supervisor Lopez)

**Adopted Resolution No. 21-187**

7. Adopt a Resolution declaring the month of July 2021 as Parks Make Life Better Month in the County of Monterey

**Adopted Resolution No. 21-**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to appoint/reappoint/confirm Item Numbers 8 through 20.2.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

8. Reappoint Benny Jefferson to the Resource Conservation District, with a term ending date of November 30, 2024. (Full Board)  
**Reappointed**
9. Reappoint Jynel Gularte to Board of Directors for the Resource Conservation District of Monterey County, with a term ending date of November 13, 2024. (Full Board)  
**Reappointed**
10. Reappoint Brent Plemmons to the Resource Conservation District of Monterey County Board of Directors, with a term ending date of November 17, 2024. (full board)  
**Reappointed**
11. Confirm appointment of Tina Nieto to the Emergency Medical Care Committee, with a term ending date of June 30, 2023 (Full Board)  
**Confirmed appointment**
12. Reappoint Kathleen Bauer to the Community Restorative Justice Commission, with a term ending date of June 12, 2024. (Full Board)  
**Reappointed**
13. Reappoint Etna Monsalve to the Community Restorative Justice Commission, with a term ending date of July 7, 2024. (full board)  
**Reappointed**
14. Appoint Vanessa Robinson the Monterey County Commission on the Status of Women, with a term ending date of February 1, 2024. (Supervisor Alejo)  
**Appointed**
15. Reappoint Grant Joel Hill to the Monterey County Community Action Commission, with a term ending date of July 1, 2024. (Supervisor Alejo)  
**Reappointed**



- 16.** Confirm appointment of Richard Hughett to the Monterey County Fish and Game Advisory Commission, with a term ending date of December 31, 2023. (Supervisor Alejo)  
**Confirmed appointment**
- 17.** Reappoint Fernando Elizondo to the Community Action Commission, with a term ending date of July 1, 2024. (Supervisor Adams)  
**Reappointed**
- 18.** Appoint Rick Johnson to the Veterans Issues Advisory Committee, with a term ending date of July 13, 2022. (Full Board)  
**Appointed**
- 19.** Appoint Paul Weyant to the Monterey County Workforce Development Board, with the term ending date of July 13, 2024. (Full Board)  
**Appointed**
- 20.** Appoint Mark Faylor to the Monterey County Workforce Development Board, with a term ending date of July 13, 2024. (Full Board)  
**Appointed**
- 20.1** Confirm appointment of Bandy Smith to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board) (ADDED VIA ADDENDA)  
**Confirmed appointment**
- 20.2** Confirm appointment of Michael Esslinger to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board) (ADDED VIA ADDENDA)  
**Confirmed appointment**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Robert Roach, Bernie Gomez, Luis Osorio and Eloise Shim, all via Zoom, commented.

Supervisor John M. Phillips commented on Item No. 47, Supervisor Luis A. Alejo had comments/questions on Item No.'s 40, 49 and 50 and Supervisor Wendy Root Askew commented on Item No.'s 34, 36, 40, 47, 49, 58 and 61.

A motion was made by Supervisor John M. Phillips , seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Numbers 31 through 65 excluding Item No.'s 47 and 62. Item No. 47 was pulled by the Department and Item No. 62 will be revised both will return to the Board next week.

Roll call vote taken pursuant to Government Code 54953:  
Supervisor Alejo: AYE

Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

### **Other Board Matters**

#### **21. Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4297](http://monterey.granicus.com/EditFile.php?clip_id=4297)

#### **22. County Administration Officer Comments and Referrals**

Charles McKee, County Administrative Officer from the County Administrative office made no comments and shared there are two new referrals this week:

One new referral from Supervisor Mary L. Adams: Referral 2021.11  
Referral Purpose: To establish June 19th, also known as Juneteenth, as an official County holiday.

One new referral from Supervisor John M. Phillips: Referral 2021.12:  
Referral Purpose: To consider a 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.

Open for public comments; no public comments made.

County Administrative Officer comments/referrals can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4297](http://monterey.granicus.com/EditFile.php?clip_id=4297)

### **10:30 A.M. - Scheduled Matters**

#### **23. General Public Comments**

Open for general public comments for items not on today's agenda; Robert Roach and Eloise Shimm, via Zoom, commented.

- 24.** a. Receive a report from the Human Resources Department on the selection process for RFP #10802 Temporary Staffing Services;  
b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Countywide Service Agreements to provide Temporary Staffing Services based on the criteria set forth in RFP #10802. The agreements are between the County of Monterey and the four (4) named vendors as follows: Slingshot Connections LLC, Manpower Group US Inc, Balance Staffing

Workforce and HB Staffing, on an as-needed basis for the initial term of five (5) years from July 1, 2021, through and including June 30, 2026. The aggregate amount over the term of all Agreements shall not exceed \$12,000,000, in accordance with the terms and conditions set within each Agreement;

c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute, after one-year, similar additional Agreements for Temporary Staffing Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate June 30, 2026;

d. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments in order to comply with state or federal Minimum Wage increases as appropriate;

e. Authorize the Contracts/Purchasing Officer to increase the cumulative “not to exceed” amount by up to 10% of the original aggregate amount of \$12,000,000, even if no additional Agreements are entered.

**Kim Moore, Assistant Director and Irma Ramirez-Bough, Director, both in person, from the Human Resources Department presented via PowerPoint presentation.**

**Open for public comments; Carol DeLeon and woman in grey suit (no name provided), both in person, commented.**

**A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to approve Option 1:**

**a. Receive a report from the Human Resources Department on the selection process for RFP #10802 Temporary Staffing Services;**

**b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Countywide Service Agreements to provide Temporary Staffing Services based on the criteria set forth in RFP #10802. The agreements are between the County of Monterey and the four (4) named vendors as follows: Slingshot Connections LLC, Manpower Group US Inc, Balance Staffing Workforce and HB Staffing, on an as-needed basis for the initial term of five (5) years from July 1, 2021, through and including June 30, 2026. The aggregate amount over the term of all Agreements shall not exceed \$12,000,000, in accordance with the terms and conditions set within each Agreement;**

**c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute, after one-year, similar additional Agreements for Temporary Staffing Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate June 30, 2026;**

**d. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments in order to comply with state or federal Minimum Wage increases as appropriate;**

**e. Authorize the Contracts/Purchasing Officer to increase the cumulative “not to exceed” amount by up to 10% of the original aggregate amount of \$12,000,000, even if no additional Agreements are entered.**

**Approved - Agreement No.: A-15443; Agreement No.: A-15444; Agreement No.: A-15445 and Agreement No.: A-15446**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

**12:00 P.M. - Recessed to Lunch****1:30 P.M. - Reconvened****Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

**Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board** appeared in person.

**Announcement of Interpreter**

**Maria Avila, Spanish Interpreter** present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

- 25.** a. Receive an After-Action Report (AAR) regarding the County Emergency Operation Center Covid-19 pandemic activation prepared by Tetra Tech  
b. Provide direction to staff

**Gerry Malais Emergency Services Manager, in person, from the Office of Emergency Services** presented via PowerPoint presentation.

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Wendy Root Askew, seconded by Mary L. Adams to:**

- a. Receive an After-Action Report (AAR) regarding the County Emergency Operation Center Covid-19 pandemic activation prepared by Tetra Tech; and**  
**b. Provided direction to staff**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 26.** Introduce, waive reading, and set July 27, 2021, at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 2.68 of the Monterey County Code to update and clarify the membership of the Monterey County Disaster Council, establish a Monterey County Operational Area Emergency Management Advisory Committee, and make minor non-substantive changes in language.

Gerry Malais Emergency Services Manager and Tracy Molfino, Emergency Services Planner, both in person, from the Office of Emergency Services presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Mary L. Adams to: Introduce, waive reading, and set July 27, 2021, at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 2.68 of the Monterey County Code to update and clarify the membership of the Monterey County Disaster Council, establish a Monterey County Operational Area Emergency Management Advisory Committee, and make minor non-substantive changes in language.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**27.** It is recommended that the Board of Supervisors:

- a. Receive an oral status report on the number of 2021 Advisory Redistricting Commission Applications;
- b. Receive a report on the recruitment process and eligibility requirements for the 2021 Advisory Redistricting Commission;
- c. Receive staff recommendation and provide direction on the adjustment of eligibility requirements for the 2021 Redistricting Community Advisory Commission;
- d. Approve Extension to Apply for the 2021 Redistricting Community Advisory Commission to July 19, 2021; and
- e. Provide staff direction as appropriate.

Rosemary Soto, Management Analyst III, via Zoom, from the County Administrative Office presented via PowerPoint presentation.

Open for public comments; no public comments made.

A substitute motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez, with Supervisor Mary L. Adams and Supervisor Wendy Root Askew, voting no, to:

- a. Receive an oral status report on 2021 Advisory Redistricting Commission Applications;
- b. Receive a report on the recruitment process and eligibility requirements for the 2021 Advisory Redistricting Commission; and
- c. Receive staff recommendation and provide direction on the adjustment of eligibility requirements for the 2021 Redistricting Community Advisory Commission from May 18, 2021;
- d. Approve Extension to Apply for the 2021 Redistricting Community Advisory Commission to July 19, 2021; and
- e. Directed staff to keep all of the original information except to remove "they don't disqualify if they serve on a central committee".

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: NAY

Chair Supervisor Root Askew: NAY

**Motion carried 3 to 2**

- 28.**
- a. Accept public comments and close the public comment period for the 4th Amendment to the Monterey Urban County Fiscal Year (FY) 2013-2020 Community Development Block Grant (CDBG) Consolidated Plan;
  - b. Accept public comments and close the public comment period for the 4th Substantial Amendment to the Monterey Urban County Fiscal Year (FY) 2019-2020 CDBG Annual Action Plan.
  - c. Authorize the Auditor-Controller to amend the Fiscal Year 2021-2022 CDBG funding (Unit 013-3100-8546-HCDO005) increasing revenue and appropriations by \$1,049,326, funded by new grant revenue from CARES Act funds (4/5th vote required);
  - d. Adopt and authorize the Housing Program Manager to submit the 4th Substantial Amendment to the FY 2019-2020 CDBG Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and execute documents required, including those required by the National Environmental Policy Act (NEPA); and,
  - e. Authorize the Housing Program Manager to execute Subrecipient Agreements with the Urban County Subrecipients identified in Attachment A, including making minor changes necessary, subject to review and approval by County Counsel, to implement the 4th Substantial Amendment.

**Darby Marshall, Redevelopment Housing Project Analyst, via Zoom, from the Housing Community and Development Department presented via PowerPoint presentation.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Chris Lopez, seconded by John M. Phillips to:**

- a. Accept public comments and close the public comment period for the 4th Amendment to the Monterey Urban County Fiscal Year (FY) 2013-2020 Community Development Block Grant (CDBG) Consolidated Plan;
- b. Accept public comments and close the public comment period for the 4th Substantial Amendment to the Monterey Urban County Fiscal Year (FY) 2019-2020 CDBG Annual Action Plan.
- c. Authorize the Auditor-Controller to amend the Fiscal Year 2021-2022 CDBG funding (Unit 013-3100-8546-HCDO005) increasing revenue and appropriations by \$1,049,326, funded by new grant revenue from CARES Act funds (4/5th vote required);
- d. Adopt and authorize the Housing Program Manager to submit the 4th Substantial Amendment to the FY 2019-2020 CDBG Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and execute documents required, including those required by the National Environmental Policy Act (NEPA); and,
- e. Authorize the Housing Program Manager to execute Subrecipient Agreements with the Urban County Subrecipients identified in Attachment A, including making minor changes necessary, subject to review and approval by County Counsel, to implement the 4th Substantial Amendment.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 29.     PLN190030 - AMD1 - SKEEN & CHANG**

Public hearing to consider:

- a. Denial of an appeal by David Sabih from the April 29, 2021 decision of the Zoning Administrator to approve a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN060735), as modified by the 2011 and 2019 Design Approvals (PLN110448 and PLN190030) and extended under PLN150766;
- b. Consider the previously adopted Mitigated Negative Declaration for the Skeen & Chang Combined Development Permit; and
- c. Approve a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN060735), as modified by 2011 and 2019 Design Approvals (PLN110448 and PLN190030) and extended under PLN150766, to allow exterior and interior modifications to an approved three-story single-family dwelling including modifications to the roof, main level's ceiling height, front access steps, and upper-level windows; addition of an approximately 255 square foot terrace, 65 square foot balcony, 250 square foot patio, an outdoor spa, and side access steps; relocation of outdoor firepit; removal of one (1) light well; replacement of a main-level window with double doors; and interior floor plan changes.

**Proposed CEQA Action:** Consider previously adopted Mitigated Negative Declaration

**Project Location:** 26327 Scenic Road, Carmel, Carmel Land Use Plan

Fionna Jensen, in person, from the Housing Community and Development Department presented via PowerPoint presentation.

Anthony Lombardo, Attorney on behalf of the Applicant, who appeared in person, presented via PowerPoint presentation.

Alex Lorca, Appellant, via Zoom, presented via PowerPoint presentation and requested a continuance.

Rebuttal had by both parties.

Open for public comments; Deborah Dillon Adams, via Zoom, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to: Adopt Resolution No. 21-209 to:

- a) Deny the appeal of David Sabih of the April 29, 2021 decision of the Zoning Administrator decision finding the project consistent with the previously adopted Mitigated Negative Declaration and approving an application (PLN190030-AMD1) for a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN060735), modified by PLN110448 and PLN190030 and extended under PLN150766, to allow exterior and interior modifications and improvements to the three-story single-family dwelling;
- b) Consider the previously adopted Mitigated Negative Declaration (MND) for the Skeen & Chang residence (PLN060735) and find that the proposed Minor and Trivial Amendment does not require subsequent environmental review pursuant to Section 15162 of the CEQA Guidelines; and
- c) Approve a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN060735), as modified by the 2011 and 2019 Design Approvals (PLN110448 and PLN190030) and extended under PLN150766, to allow exterior and interior improvements to the previously approved three-story single-family dwelling. Improvements include modifications to the roofline, main level's ceiling height, front access steps, and upper-level windows; addition of an approximately 255 square foot terrace, 65 square foot balcony, 250 square foot patio, an outdoor spa, and side access steps; relocation of outdoor firepit; removal of one (1) light well; replacement of a main-level window with double doors; and interior floor plan changes. Materials and colors, and associated grading of 1,130 cubic yards of cut to remain as previously

approved.

A draft resolution, including findings and evidence, is attached for consideration (Attachment B).  
Staff recommends approval subject to seventeen (17) conditions.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

#### 4:00 P.M. - Scheduled Matters

30. a. Receive a report on the upcoming CalPERS health plan changes for plan year 2022.  
b. Provide direction to implement changes.

Paulette Clark, Program Manager, in person, from the Human Resources Department presented via PowerPoint presentation.

Open for public comments; Victor Longoria, Norm Morris, Sara Bo, Charles Wang, and Karen Anderson, all in person, and Melissa Mejia, Dave T., Jonathan Brown, Nina Woolfolk, Bruce Suckow, Jessica Cordiero-Martinez, Thomas Delacruz, Mary Zeeb, Debra McAlahney, all via Zoom, commented.

At 5:30 p.m. matter was opened for additional public comments; Arthur Curtright and Victor Longoria, both in person, and Rob Masten and Jerry Kulpez, via Zoom, commented.

A motion was made by Supervisor John M. Phillips, seconded by Chris Lopez to:

- a. Receive a report on the upcoming CalPERS health plan changes for plan year 2022; and  
b. Directed staff to implement Option Number 4.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

#### Read Out from Closed Session by County Counsel

##### **CLOSED SESSION REPORT**

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.

The Board went back into Closed Session - no action recorded for item 1. a.

- 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: Irma Ramirez-Bough and Kim Moore



Employee Organization(s): Unit A

(3) Designated representatives: Irma Ramirez-Bough and Kim Moore

Employee Organization(s): Unit B

(4) Designated representatives: Irma Ramirez-Bough and Kim Moore

Employee Organization(s): Unit S

(5) Designated representatives: Lori Medina and Jeff Baily

Employee Organization(s): IHSS

The Board went back into Closed Session - no action recorded for item 1. b.(1)(2)(3)(4)

The Board approved a Side Letter for IHSS items 1.b.(5)

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Zhang, et al. v. County of Monterey, et al., U.S. District Court for the Northern District of California Case No. 17-cv-00007-LHK

(2) County of Monterey, et al. v. Amerisourcebergen Drug Corp., et al., U.S. District Court for the Northern District of California Case No 18-cv-02693.

(3) Carmel Valley Association, Inc. v. County of Monterey et al., (Real Parties in Interest Rancho Canada Venture, LLC et al) (Court of Appeal Case No. H046187) (Monterey County Superior Court Case No. 17CV000131)

The Board went back into Closed Session - no action recorded for item 1. c.(1)(2)(3)

### Adjourned

The meeting was recessed in Memory of Former U.S. Senator Mike Gravel at 5:45 p.m. by Chair Supervisor Wendy Root Askew and will adjourn from Closed Session.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR**  
**BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH**

**CLERK OF THE BOARD**

**APPROVED ON** \_\_\_\_\_

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

- 31.** a. Authorize the County Counsel to execute an Agreement for Specialized Attorney Services (“Agreement”) with Foley & Lardner, LLP for independent consulting and legal services with respect to healthcare matters at Natividad Medical Center (“Natividad”), for a term retroactive to July 1, 2021 through June 30, 2024 and for a total agreement amount not to exceed \$500,000; and
- b. Accept the recommendation of the Chief Executive Officer of Natividad to approve the non-standard indemnification and professional liability insurance provisions in the Agreement; and
- c. Authorize the Deputy Purchasing Agent for Natividad or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$50,000) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15425**

**Health Department**

- 32.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-13950 with Discovery Practice Management, Inc. dba Center for Discovery to extend the term for one (1) additional fiscal year for a revised term of July 1, 2018 through June 30, 2022 and add additional services for a revised total Agreement amount not to exceed \$730,960.

**Approved- Agreement No.: A-13950; Amendment No.: 2**

- 33.** Approve and Authorize the Director of Health or Assistant Director of Health to execute an Agreement with City of King (City) for the provision of administrative and enforcement services by the County of Monterey (County) of the City’s Tobacco Retail License ordinance, Ordinance No. 2021-799, retroactive from April 3, 2021, terminable by either party pursuant to Section 7 of the Agreement.

**Approved- Agreement No.: A-15426**

- 34.** a. Approve and accept the Law Enforcement Agency Agreement template to be used in partnering with local Law Enforcement Agencies to ensure the continuation of the Sexual Assault Response Team Program and ensure the continuation of a prompt, organized and effective team response to cases of adult, adolescent and acute pediatric sexual assault in Monterey County; and
- b. Accept recommendation of Director of Health of non-standard insurance and mutual indemnification provisions; and
- c. Approve and authorize updates to the Law Enforcement Agency Agreement template in accordance with local, state and federal law, subject to review and approval of County Counsel; and
- d. Approve and authorize amendments to the text of the Law Enforcement Agency Agreement template that do not significantly change the level of risk or the scope of a party’s obligations or responsibilities, subject to review and approval of County Counsel; and

e. Approve and authorize execution by the Director of Health or Assistant Director of Health of the Law Enforcement Agency Agreement template with local Law Enforcement Agencies upon execution through June 30, 2026.

**Approved- Agreement No.: A-15427**

- 35.** Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services (EMS) Agency Director to execute a Designation Agreement for Trauma Center Services between the Monterey County Emergency Medical Services (EMS) Agency and Natividad for a period from July 1, 2021 to June 30, 2026.

**Approved- Agreement No.: A-15428**

- 36.**
- a. Authorize the Director of Health or Assistant Director of Health to execute a 340B Administrative Services Agreement (“Agreement”) with 340B Technologies, Inc. (dba 340Basics) allowing 340Basics to provide administrative services for eligible 340B contract pharmacy locations designated by Monterey County Health Department’s Clinic Services Bureau (“Clinic Services”) on the same or substantially similar contract terms and conditions as presented here, for an initial term of three (3) years beginning on the date the Agreement is fully executed by both parties, and which shall auto renew for one (1) year periods unless early terminated; subject to review and approval of County Counsel and County Auditor-Controller; and
  - b. Authorize the Director of Health, or Assistant Director of Health to execute 340B Pharmacy Services Agreements (“Walmart Agreement”) with Walmart, Inc. (“Walmart”) allowing Walmart to manage and dispense 340B discounted drugs to eligible patients of Monterey County Health Department Clinic Services Bureau (“Clinic Services”) on the same or substantially similar contract terms and conditions as presented here, for an initial term of one (1) year beginning on the date the Agreement is fully executed by both parties, and which shall auto renew for additional one (1) year periods unless early terminated; subject to review and approval of County Counsel and County Auditor-Controller; and
  - c. Authorize the Director of Health, or Assistant Director of Health to execute 340B Pharmacy Services Agreements (“Rite Aid Agreement”) with Rite Aid Headquarters Corp. (“Rite Aid”) allowing Rite Aid to manage and dispense 340B discounted drugs to eligible patients of Monterey County Health Department Clinic Services Bureau (“Clinic Services”) on the same or substantially similar contract terms and conditions as presented here, for an initial term of three (3) years beginning on the date the Agreement is fully executed by both parties, and which shall auto renew for additional one (1) year periods unless early terminated; subject to review and approval of County Counsel and County Auditor-Controller; and
  - d. Approve the non-standard risk provisions in the Agreement, Walmart Agreement and Rite Aid Agreement as recommended by the Director of Health; and
  - e. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to these agreements where the amendments do not significantly change the scope of work.

**Approved- Agreement No.: A-15429 and Agreement No.: A-15430**

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

**Adopted Resolution No.: 21-198**

38. Approve and authorize the Director of Health or Assistant Director of Health to execute a California Reportable Disease Information Exchange (CalREDIE) System Data Use and Disclosure Agreement between the County of Monterey and the California Department of Public Health for electronic disease reporting and surveillance for a term of three (3) years, effective upon execution of the Agreement.

**Approved- Agreement No.: A-15431**

39. a. Approve and authorize the Director of Health or the Director of Health's Designee to sign a retroactive Memorandum of Understanding (MOU) with The Regents of the University of California, on Behalf of its Berkeley Campus (UC Berkeley) to participate in the Transdiagnostic Sleep and Circadian Treatment Study that will improve severe mental illness outcomes in community Mental Health, retroactive to March 2, 2020 through March 2, 2024; and
- b. Authorize the Director of Health or the Director of Health's Designee to act as the agent for the County in processing all documentation in coordination of the study; and
- c. Authorize the Director of Health or the Director of Health's Designee to approve up to three (3) future amendments to this MOU where the amendments do not significantly change the scope of work.

**Approved- Agreement No.: A-15432**

**Department of Social Services**

40. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with the California Business, Consumer Services and Housing Agency to receive the Homeless Housing, Assistance and Prevention Round 2 allocation of \$1,207,830 of one-time flexible block grant funds to build on the regional coordination created to support local jurisdictions in their unified regional responses to reduce and end homelessness for the period upon execution by the State through June 30, 2026; and
- b. Authorize the Director of the Department of Social Services to sign amendments to this agreement as long as they do not significantly change the scope of work or responsibilities.

**Approved- Agreement No.: A-15424**

**Criminal Justice**

41. a. Receive an update on recent state legislation related to fees for probation services;
- b. Approve termination of fees for sealing juvenile records;
- c. Adopt a resolution rescinding Article XVIII of the Monterey County Fee Resolution related to fees collected by the Probation Department; and
- d. Introduce, waive reading, and set July 27, 2021, as the date to consider adoption of an ordinance repealing Chapter 2.93 of the Monterey County Code to rescind authority to collect fees for probation services.

**Received**

42. a. Adopt a Resolution for participation in the Youth Programs and Facilities Grant (YPFG) program;  
b. Authorize the Chief Probation Officer to accept a grant award for \$152,571 from the Board of State and Community Corrections in support of juvenile institutions for the period June 10, 2021, through June 1, 2024; and  
c. Authorize the Chief Probation Officer to sign any agreement, amendments or extensions, and documentation required by the Grantor after review and approval by the Office of County Counsel.

**Adopted Resolution No.: 21-199**

43. Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution effective August 13, 2021, to adjust fees relating to oversight and services provided by the Sheriff's Office pursuant to the attached Fee Schedule; and eliminate the Work Alternative Program Fees effective July 1, 2021 in adherence to AB1869, as set forth in the attached Exhibit A.

**Adopted Resolution No.: 21-200**

44. Adopt Resolution to:  
Authorize and direct the Auditor-Controller to increase the FY 2020-21 Adopted Budget of the Sheriff's Office's 001-2300-SHE001-8242-6113 Appropriations by \$1,142,324 to cover the costs incurred for fire responses for the River Fire, Carmel Fire and Dolan Fire financed by reducing the Appropriations in 001-2300-SHE003-8238-6113 from the unused COVID-19 budget by \$1,142,324.

**Adopted Resolution No.: 21-201**

45. Approve the yearly update to the application, criteria and disqualifiers recommended by the Probation Department for the Supervised Home Confinement Program, as mandated by Penal Code §1203.016(d)(1).

**Approved**

### **General Government**

46. a. Approve and authorize the Director of the Information Technology Department to execute Amendment No. 8 to the non-standard Agreement with CenturyLink Communications, LLC dba Lumen Technologies Group for renewal of current hosting and disaster recovery services supporting the County's Enterprise Resource Planning System, extending the agreement for an additional three (3) years to June 30, 2024 and adding \$1,554,324 for a total agreement amount of \$ 5,795,565; and  
b. Authorize the Director of the Information Technology Department to execute service order forms and such documents as are necessary to implement extension of the agreement; and  
c. Authorize the Director of Information Technology to sign up to two (2) renewals, of one (1) year each, of the agreement, provided additional costs do not exceed ten percent (10%) of the cost of Amendment No. 8 (\$155,433 total maximum increase), subject to County Counsel review and provided the terms of the agreement remain substantially the same.

**Approved- Agreement No.: A-14052; Amendment No.: 8**

47. a. Approve a non-standard, retroactive agreement and authorize the County Administrative Officer, or designee, to sign an Agreement with Bottling Group, LLC accepting PepsiCo as Official Soft Drink and Bottled Water partner at WeatherTech Raceway Laguna Seca effective January 1, 2021 through December 31, 2025; and
- b. Approve and authorize the County Administrative Officer, or designee, to execute up to two (2) future amendments to this Agreement where the total amendments do not exceed 10% of the remaining agreement amount and do not significantly change the scope of work.

**Removed from agenda via additions and corrections**

48. a. Approve and authorize the Contracts/Purchasing Officer or his designee to execute a non-standard agreement with *BetterUp, Inc.* for the purchase of annual subscriptions for unlimited coaching sessions and full access to all *BetterUp* Platform features for the term August 1, 2021 through August 31, 2022, in an amount not to exceed \$6,000 per annual subscription up to the contract limit of \$300,000; and
- b. Authorize the Contracts/Purchasing Officer or his designee to sign the initial and any subsequent Order Forms where the Order Forms do not significantly change the scope of work or cause an increase in the contract limit amount.

**Approved- Agreement No.: A-15433**

49. a. Approve and authorize the County Administrative Officer, or his designee, to sign a retroactive Agreement with Hearst Stations, Inc. to provide television and digital advertising for WeatherTech Raceway Laguna Seca retroactive from May 15, 2021 through December 31, 2021, for an amount not to exceed \$77,000;
- b. Accept non-standard risk terms with respect to insurance provisions and non-standard terms with respect to Non-Discrimination, compliance with Terms of State or Federal Grants and conflict of Interest in the Agreement; and
- c. Approve and authorize the County Administrative Officer, or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$7,700) of the agreement amount and do not significantly change the scope of work.

**Approved- Agreement No.: A-15434**

50. a. Approve and authorize the Director of Information Technology to execute a non-standard Agreement with Granicus, LLC for govAccess Plus Edition Content Management System (CMS) Subscription Services to support Monterey County's website in the sum of \$45,000 for the term of September 1, 2021 to August 31, 2024; and
- b. Accept the non-standard language as recommended by the Director of Information Technology; and
- c. Authorize the Director of the Information Technology to sign order confirmations on an as-needed basis pursuant this Agreement; and
- d. Authorize the Director of the Information Technology Department to sign up to two (2) amendments to this Agreement, subject to County Counsel review, which extend services by one (1) year each, where any increased costs do not exceed 10% of the original contract

amount (\$4,500), per amendment, and do not significantly alter the terms of the Agreement, including non-standard terms approved by the Board.

**Approved- Agreement No.: A-15435**

51. Receive the action minutes from the Legislative Committee meetings on February 8, March 8, April 13, and May 20, 2021.

**Received**

52. Adopt a Resolution to:
- Amend Personnel Policies and Practices Resolution No. 98-394 and Appendix A to adjust the salary range for the classification of Assistant Director Social Services as indicated in Attachment A; and
  - Direct the County of Monterey Human Resources Department to implement the changes in the Advantage HRM System.

**Adopted Resolution No.: 21-202**

53. a. Approve and authorize a retroactive Maintenance Agreement, for a term of July 1, 2021 through June 30, 2024 in an amount not to exceed \$194,822 between the County of Monterey, by and through the Monterey County Treasurer-Tax Collector, and Ontario Systems, LLC, to provide software license, software maintenance support, and professional services for the Revenue Plus Collector System; and
- b. Authorize the Monterey County Treasurer-Tax Collector to execute the agreement; and
- c. Authorize the Monterey County Treasurer-Tax Collector to extend the agreement for up to two one-year contract extensions with Ontario Systems, LLC, at an annual cost not to exceed \$71,000 and without significant changes to the scope of work.

**Approved- Agreement No.: A-15436**

54. a. Approve and authorize the Treasurer-Tax Collector to execute a non-standard agreement with Granicus, LLC for short-term rental compliance monitoring and associated services for an amount not to exceed \$57,734 with a retroactive term of July 1, 2021 through June 30, 2022;
- b. Approve non-standard contract provision as recommended by the Treasurer-Tax Collector; and
- c. Approve and authorize the Treasurer-Tax Collector to execute one future amendment, extending the term for one (1) year with County Counsel's review, which does not significantly change the terms and conditions including the non-standard provisions, and which does not exceed 10% of the original agreement amount.

**Approved- Agreement No.: A-15437**

55. Adopt an ordinance amending Chapter 7.100 of the Monterey County Code to set a tax rate for outdoor commercial cannabis cultivation.

**Adopted Ordinance No. 5355**

**56.** Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of County Communications Director as indicated in Attachment A;
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

**Adopted Resolution No.: 21-203****57.** Adopt a Resolution to:

- a. Direct and Authorize the Auditor-Controller Amend FY 2020-21 Adopted Budget increasing appropriations Clerk/Recorder (001-1180-8004-ACR002) by \$89,425 to make an operating transfer from the General Fund to Clerk/Recorder restricted fund (027-1180-8004-ACR003), funded by a release of \$89,425 from Electronic Recording Delivery System (ERDS) restricted fund (BSA 001-3041-ERDS); (4/5 vote) and
- b. Direct and Authorize the Auditor-Controller to amend FY 2020-21 Adopted Budget by increasing appropriations Clerk/Recorder (027-1180-8004-ACR003) by \$89,425, funded by a \$89,425 operational transfer in from the General Fund Clerk/Recorder (001-1180-8004-ACR002) to pay Invoice No. 1 of the California Electronic Recording Transaction Network Authority (CERTNA). (4/5 vote)

**Adopted Resolution No.: 21-204**

- 58.**
- a. Approve the temporary amendment to the Monterey County Section 125 Flexible Benefit Plan to increase the Dependent Care Assistance Program contribution limit from \$5,000 to \$10,500 for plan year 2021 only; and
  - b. Approve the temporary amendment to the Monterey County Section 125 Flexible Benefit Plan to allow employees to make a one-time mid-year change to their Flexible Spending Account and/or Dependent Care Assistance Program for plan year 2021 only; and
  - c. Approve the temporary amendment to the Monterey County Section 125 Flexible Benefit Plan to increase the Flexible Spending Account and the Dependent Care Assistance Program carryover limits to the participant's unused funds balance at the end of the plan year for plan year 2020 into plan year 2021 and for plan year 2021 to plan year 2022 only; and
  - d. Authorize the Human Resources Department and the Auditor-Controller's Office to implement the temporary amendments to the Monterey County Section 125 Flexible Benefit Plan.

**Approved**

- 59.**
- a. Approve Amendment No. 3 between the County of Monterey, by and through the Monterey County Fleet Management, and Sunlite Auto Glass, Inc. to continue to provide glass installation and rock chip repair services at an increased cost not to exceed \$70,000, resulting in a revised total contract amount not to exceed the sum of \$240,000; for the provision of glass installation and rock chip repair services for County-owned vehicles for a term of two years, effective from the date of execution through and including June 30, 2023.
  - b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 to the Agreement with Sunlite Auto Glass, Inc. extending the term by two



(2) years and not to exceed the sum of \$70,000 for a total contract amount not to exceed \$240,000.

**Approved- Agreement No.: A-14895; Amendment No.: 3**

- 60.** Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No.5 between the County of Monterey, and Salinas Valley Collision Repair for an increased cost of \$56,556.46 for services provided for a (3) three-month period, July 1, 2020 to September 30, 2020 resulting in a revised total contract amount not to exceed \$1,286,556.46.

**Approved- Agreement No.: A-12455; Amendment No.: 5**

### **Housing and Community Development**

- 61.** a. Approve the Second Extension to the Memorandum of Agreement Regarding Habitat Management on Portions of The Parker Flats Reserve at the former Fort Ord, California (Second Extension) with UCP East Garrison, LLC to continue California Tiger Salamander habitat management on County-owned property on the former Fort Ord for a term retroactive to July 1, 2021 through June 30, 2024 or until a County Habitat Resource Management Plan is approved, whichever is earlier;
- b. Authorize the Chair of the Board of Supervisors to execute the Second Extension retroactively for a time period beginning on July 1, 2021;
- c. Approve Amendment No. 2 to Agreement No. A-12978 with Denise Duffy & Associates, Inc. to continue to provide consulting services for interim mitigation monitoring for California Tiger Salamander habitat on County-owned lands on the former Fort Ord, to increase the not-to-exceed amount by \$112,522 for a total amount not to exceed \$218,172 and extend for a term retroactive to July 1, 2021 through June 30, 2024 or until a County Habitat Resource Management Plan is approved, whichever is earlier; and
- d. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute retroactively for a time period beginning on July 1, 2021 the Amendment No. 2 to Agreement No. A-12978 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.

**Approved- Agreement No.: A-12978; Amendment No.: 2**

- 62.** Adopt a Resolution to:
- a. Accept a Final Parcel Map for a minor subdivision to divide a 373-acre parcel into four parcels of 149 acres (Parcel A); 94 acres (Parcel B); 68 acres (Parcel C); and 62 acres (Parcel D);
- b. Direct the Clerk of the Board to submit the Final Parcel Map for filing with the County Recorder, subject to the collection of the applicable recording fees; and
- c. Amend existing Williamson Act Agricultural Preserve Land Conservation Contract No. 71-40 and authorize the Chair or the Vice Chair of the Board of Supervisors to execute a new or amended Williamson Act Agricultural Preserve Land Conservation Contract or Contracts for the four new parcels created by the subdivision described above.
- d. Direct the Clerk of the Board to record the new or amended Williamson Act Land Conservation Contract or Contracts for the four new parcels subject to the submittal of recording fees by the

property owner of record.

**Project Name:** SCHEID VINEYARDS CALIFORNIA, INC.

File Number: PLN180345

**Project Location:** 34954 Metz Road, Soledad, CA

**Proposed CEQA Action:** Statutorily Exempt per California Environmental Quality Act (CEQA) Guidelines section 15268(b)(3) - Approval of Final Subdivision Maps.

**Continued to next week's agenda.**

- 63.** Adopt a resolution to:
- a. Amend the Housing and Community Development Department (HCD) Budget Unit Administration, 001-3100-8542-HCD001 to reallocate of one (1) filled FTE Administrative Secretary to one (1) FTE Administrative Secretary Confidential as indicated in attachment A and the promotion of an employee; and
  - b. Authorize the Auditor-Controller, and County Administrative Office to incorporate the position changes in the FY 2021-22 Housing and Community Development Department Adopted Budget, 001-3100-8542-HCD001; and
  - c. Direct Human Resources to implement the changes in the Advantage HRM system; and
  - d. Allow the change to be effective in the Pay Period Ending July 16, 2021.

**Adopted Resolution No.: 21-205**

#### **Public Works, Facilities and Parks**

- 64.**
- a. Approve Amendment No. 4 to Professional Services Agreement No. A-12866, Multi-Year Agreement #3000\*1863, with APSICM-Sixth Dimension, LLC to continue to provide on-call construction management services for various general projects located in Monterey County, California, Request for Qualifications #10476, to extend the expiration date for one (1) additional year through July 21, 2022, for a revised term from July 21, 2015 to July 21, 2022, with no increase to the total not to exceed amount of \$5,000,000; and
  - b. Approve Amendment No. 4 to Professional Services Agreement No. A-12867, Multi-Year Agreement #3000\*1873, with Ausonio Incorporated to continue to provide on-call construction management services for various general projects located in Monterey County, California, Request for Qualifications #10476, to extend the expiration date for one (1) additional year through July 21, 2022, for a revised term from July 21, 2015 to July 21, 2022, with no increase to the total not to exceed amount of \$5,000,000; and
  - c. Approve Amendment No. 4 to Professional Services Agreement No. A-12869, Multi-Year Agreement #3000\*1861, with Harris & Associates, Inc. to continue to provide on-call construction management services for various general projects located in Monterey County, California, Request for Qualifications #10476, to extend the expiration date for approximately thirty (30) additional months through December 31, 2023, for a revised term from July 21, 2015 to December 31, 2023, and update the Fee Schedule effective July 22, 2022, with no increase to the total not to exceed amount of \$5,000,000; and
  - d. Approve Amendment No. 4 to Professional Services Agreement No. A-12868, Multi-Year Agreement #3000\*1867, with Kitchell/CEM, Inc. to continue to provide on-call construction

management services for various general projects located in Monterey County, California, Request for Qualifications #10476, to extend the expiration date for one (1) additional year through July 21, 2022, for a revised term from July 21, 2015 to July 21, 2022, with no increase to the total not to exceed amount of \$5,000,000; and

e. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to each Professional Services Agreement and up to one (1) future amendment to each Agreement where the amendment does not significantly alter the scope of work or increase the approved amount of each Agreement.

**Approved- Agreement No. A-12866; Amendment No. 4**

- 65.** a. Approve Professional Services Agreements with the following five (5) consultants: Dokken Engineering, Inc.; Moffatt & Nichol, a California Corporation; Quincy Engineering, Inc.; TRC Engineers, Inc.; and Wood Rodgers, Inc. to provide on-call bridge design services for various bridge projects located in Monterey County, California under Request for Qualifications #10783, in an amount not to exceed \$750,000 each for a combined total of \$3,750,000, for a period of three (3) years beginning July 13, 2021 to July 12, 2024, with the option to extend each Agreement for two (2) additional one (1) year period(s); and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute said Professional Services Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or change the approved amount of said Agreements.

**Approved- Agreement No.: A-15438; Agreement No.: A-15439; Agreement No.: A-15440;  
Agreement No.: A-15441 and Agreement No.: A-15442**

**Addenda/Supplemental**

**66. ADDENDA**

**Added to Appointments**

- 20.1 Confirm appointment of Bandy Smith to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board)
- 20.2 Confirm appointment of Michael Esslinger to the Emergency Medical Care Committee, with a term ending date of June 30, 2023. (Full Board)

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, July 20, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Vice Chair Supervisor Mary L. Adams.

**Roll Called**

**Present:** 4 - Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Absent:** 1 - Supervisor Wendy Root Askew

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Unit A and B
    - (3) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Units S
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) *Precila Barrera, et al. v. County of Monterey, et al.* (U.S. District Court for the Northern District of California Case No. 20CV05217SVK).
    - (2) *Carmel Valley Association, Inc. v. County of Monterey et al.*, (Real Parties in Interest Rancho Canada Venture, LLC et al) (Court of Appeal Case No. H046187/Monterey County Superior Court Case No. 17CV000131)
    - (3) *County of Monterey dba Natividad Medical Center v. Kaiser Foundation Health Plan, Inc., et al.*, (Monterey County Superior Court Case No. 19CV001823)
    - (4) *Roth, et al. v. County of Monterey, et al.* (Monterey County Superior Court Case No.

20CV000894)

d. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline, dismissal, or release of a public employee.

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

### **Public Comments**

Open for public comments; Steven Rosen, in person and Cynthia Benitez, Olivia Martinez and Patricia Sosa, all via Zoom, commented.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 4 - Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

Absent: 1 - Supervisor Wendy Root Askew

### **Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Hector Guzman, Spanish Interpreter present and announced Spanish interpreter services.

### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Stephanie Rosario representative from the Salinas Valley Wine and Food Festival.

### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Correction to the General Government

Item No. 33 is in receipt of a revised Board Report.

### **Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolution 2 through 7.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: Absent

2. Adopt a Resolution honoring Mike Derr, Contracts/Purchasing Officer, upon his retirement after 21 years of dedicated public service with the Monterey County Administrative Office and residents of Monterey County. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-208**

3. Adopt a Resolution commending Luzviminda Colorina, Accountant Auditor III, Office of the Auditor-Controller, on her retirement after 26 years of dedicated public service to Monterey County. (Full Board - Supervisor Alejo)

**Adopted Resolution No. 21-207**

4. Adopt a Resolution proclaiming July 18-24, 2021 "Probation Services Week". (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-194**

5. Adopt a Resolution honoring Paula Beckman, upon her selection as the 2021 Meals on Wheels of the Monterey Peninsula's "Women Who Care" honoree (Full Board-Supervisor Adams).

**Adopted Resolution No. 21-193**

6. Adopt a Resolution recognizing Elaine McCleaf's 27 years of Service with the Monterey County District Attorney's Office. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-191**

7. Adopt a Resolution honoring Deputy Probation Officer II Levid Valle upon his retirement from the Monterey County Probation Department after more than 27 years of dedicated County service. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-192**

### **Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to appoint/reappoint Appointment Item Numbers 8 - 9.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: Absent

8. Reappoint Darla Smith to the Animal Control Program Advisory, with a term ending date of July 1, 2024. (Supervisor Phillips)

**Reappointed**

9. Appoint Beatriz Valenzuela Diaz to the Greenfield Public Recreation District, with a term ending date of December 31, 2025. (Supervisor Lopez)

**Appointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Steven Rosen, in person, commented on Item No. 32.

Supervisor Chris Lopez commented on Item No. 26 and Supervisor Mary L. Adams commented on Item No.'s 44 and 28.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to approve Consent Calendar Item Numbers 20 through 44.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: Absent

**Other Board Matters**

10. Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4315](http://monterey.granicus.com/EditFile.php?clip_id=4315)

Open for public comments; no public comments made.

11. County Administration Officer Comments and Referrals

Charles McKee, County Administrative Officer from the County Administrative office commented and shared there were no new referrals this week.

Open for public comments; no public comments made.

County Administrative Officer comments/referrals can be heard by clicking the following link:



[http://monterey.granicus.com/EditFile.php?clip\\_id=4315](http://monterey.granicus.com/EditFile.php?clip_id=4315)

**12. General Public Comments**

Open for general public comments for items not on today's agenda; Angie Ortega, in person, commented.

**10:30 A.M. - Scheduled Matters**

**13. Receive the 2020 annual Monterey County Crop and Livestock Report from the Agricultural Commissioner.**

Henry Gonzales, Agricultural Commissioner, in person, from the Agricultural Commission Department presented via PowerPoint presentation.

Open for public comments; Norm Groodt, via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to: Receive the 2020 annual Monterey County Crop and Livestock Report from the Agricultural Commissioner.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: Absent

**12:00 P.M. - Recessed to Lunch**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 4 - Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

Absent: 1 - Supervisor Wendy Root Askew

**Staff Present**

Charles McKee, County Administrative Officer, Wendy Strimling, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Hector Guzman, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

**14. Conduct a Public Hearing to:**

- a. Accept the report of delinquent sanitation fees from twenty-two (22) parcels totaling \$32,902.11, including late penalties;
- b. Consider any protests and objections to the report by property owners liable to be assessed for delinquent sanitation fees for County Service Area 75-Chualar;
- c. Adopt a resolution to:
  - i. Confirm the report of delinquent sanitation fees for County Service Area 75-Chualar, as identified in "Report of 2020 Delinquent Fees County Service Area 75-Chualar"; and
  - ii. Authorize the delinquent sanitation fees from twenty-two (22) parcels totaling \$32,902.11 as set forth in the confirmed report to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and
- d. Authorize the Clerk of the Board to file a certified copy of the report with the Auditor-Controller.

**Public hearing commenced.**

**Lynette Redman, Management Analyst III, in person, from the Public Works, Facilities & Parks Department verbally presented.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:  
Conduct a Public Hearing to:**

- a. Accept the report of delinquent sanitation fees from twenty-two (22) parcels totaling \$32,902.11, including late penalties;
- b. Consider any protests and objections to the report by property owners liable to be assessed for delinquent sanitation fees for County Service Area 75-Chualar;
- c. Adopt Resolution No.: 21-221 to:
  - i. Confirm the report of delinquent sanitation fees for County Service Area 75-Chualar, as identified in "Report of 2020 Delinquent Fees County Service Area 75-Chualar"; and
  - ii. Authorize the delinquent sanitation fees from twenty-two (22) parcels totaling \$32,902.11 as set forth in the confirmed report to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and
- d. Authorize the Clerk of the Board to file a certified copy of the report with the Auditor-Controller

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: Absent**

- 15.** Consider options to provide funding for research into agricultural pests affecting the Salinas Valley agricultural industry in response to Referral No. 2021.10, and provide appropriate direction to staff.

**Les Girard, County Counsel, in person, from the County Counsel Office verbally presented.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:  
Provide funding for research into agricultural pests affecting the Salinas Valley agricultural industry in response to Referral No. 2021.10, and directed staff to work with the industry as a**

whole on funding options and to bring back to the Board as soon as possible regarding what funding options are available.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: Absent

16. a. Conduct a public hearing under the requirements of the Tax Equity and Financial Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended; and
- b. Adopt a resolution approving the issuance of California Statewide Communities Development Authority revenue bonds, in the aggregate principal amount not to exceed \$450,000,000 for the purpose of financing and/or refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of senior living and related facilities known as Canterbury Woods located generally at 651 Sinex Avenue, Pacific Grove, CA 93950.

Public hearing commenced.

Juan Pablo Lopez, Administrative Analyst, via Zoom, from the County Administrative Office verbally presented.

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

- a. Conduct a public hearing under the requirements of the Tax Equity and Financial Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended; and
- b. Adopt Resolution No.: 21-222 approving the issuance of California Statewide Communities Development Authority revenue bonds, in the aggregate principal amount not to exceed \$450,000,000 for the purpose of financing and/or refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of senior living and related facilities known as Canterbury Woods located generally at 651 Sinex Avenue, Pacific Grove, CA 93950.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: Absent

17. Consider the report outlined below, in response to Board Referral No. 2021.08 to explore potential of creating a Monterey County Broadband Joint Powers Authority (JPA) to facilitate regional governance, strategy, collaboration and partnerships on expanding broadband access and closing the digital divide throughout Monterey County.

Eric Chatham, Director, via Zoom, from the Informational Technology Department presented via PowerPoint presentation.

Open for public comments; no public comments made.

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

- a. Receive the report outlined below in response to Board Referral No. 2021.08.
- b. Provide directions on the next steps regarding this referral based on ITD's findings and recommendations:
  - 1) ITD will form a community broadband Task Force group with an initial memorandum of understanding (MOU) to develop a shared vision on regional broadband effort, appropriate governance structure and a broadband strategic plan.
  - 2) The Task Force group will include ITD, community partners such as CCBC and MBEP, interested cities, agencies, and school districts.
  - 3) The Task Force will:
    - a. Collaborate on broadband needs and identify regional coverage gaps.
    - b. Create a Monterey County strategic broadband plan.
    - c. Present at City Select Committee and Tri-County Administrators' meeting to gather interest from other cities and agencies.
    - d. Agree and implement the appropriate type of governance body.
  - 4) Provide further direction, as appropriate.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: Absent

18. Consider the report outlined below, in response to Board Referral No. 2020.25 to support collaborative efforts to address the digital divide in partnership with local school districts, cities, the County of Monterey, and community partners to address the digital divide for our local students and all other county residents, and to advocate for solutions at the state and federal level.

Eric Chatham, Director, via Zoom, from the Informational Technology Department presented via PowerPoint presentation.

Open for public comments; no public comments made.

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

- a. Receive the report outlined below in response to Board Referral No. 2020.25.
- b. Provide directions on the next steps regarding this referral based on Monterey County IT department (ITD)'s recommendations:
  - 1) Request Board to consider this referral being completed.
  - 2) ITD will report to Board quarterly on the community broadband project progress through its presentation on Board referral #2021.08 on broadband JPA.
  - 3) Provide further direction, as appropriate.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: Absent

19. **PLN150372 - RIVER VIEW AT LAS PALMAS ASSISTED LIVING SENIOR FACILITY**

Public hearing to consider an application for the River View at Las Palmas Assisted Living Senior Facility, including the following:

- a. Amendment to the text of the Las Palmas Ranch Specific Plan (LPRSP) to add policy language to

clarify that one assisted living facility is an allowed use subject to a Use Permit within Area A of the Specific Plan; and

b. Use Permit to allow construction of an assisted living facility (River View at Las Palmas Assisted Living Senior Facility) including:

1. Thirteen Casitas providing 26 separate units ranging in size from 1,513 to 3,757 square feet and totaling approximately 41,300 square feet;
2. Forty assisted living units with 52 beds ranging in size from 360 to 587 square feet each and totaling approximately 27,000 square feet;
3. A 21,600 square foot, three-story memory care facility including 39 living units ranging in size from 313 to 453 square feet and containing a total of 48 beds; and
4. Associated infrastructure including roads and grading of approximately 60,000 cubic yards.

**Project Location:** Vacant 15.74-acre lot within Las Palmas Subdivision #1, south of River Road and west of Country Park Road, within the Las Palmas Ranch Specific Plan area, approximately 1.25 miles west of Spreckels and 0.5 miles east of State Highway 68.

**Proposed CEQA actions:** Certify the Final Subsequent Environmental Impact Report (Final SEIR), adopt a Statement of Overriding Considerations, and adopt a Mitigation Monitoring and Reporting Plan.

**Public hearing commenced.**

Joe Sidor, Senior Planner and Craig Spencer, Chief of Planning, both in person, from the Housing and Community Development presented via PowerPoint presentation.

Anthony Lombardo, Attorney on behalf of the Applicant, in person, presented via PowerPoint presentation.

Shelly Denardo, Christine Kempt, Attorney presented via PowerPoint presentation, Pam Silkwood, Attorney verbally presented and Bruce Clark, presented via PowerPoint presentation, all in person, on behalf of the Home Owners Association

Open for public comments, Jeremiah Rothschild, Jeff Detrick, Gentleman blue button down shirt and glasses (no name provided), Randel Kendor, Tom McCuriel, Nancy Iverson, Isabella Bernardo, Janie Gracie, Jerry Crawford, Steven Hurst, Tommy Lombardo, Tom Ward, Jocelyn Prisros, Linda Paul, Bill Bavelas and Karen (no last name provided) commented.

Rebuttal had.

A Motion of Intent to Deny the application was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: NAY

Supervisor Phillips: AYE

Supervisor Lopez: NAY

Supervisor Adams: AYE

Chair Supervisor Root Askew: Absent

Motion failed 2 to 2

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to continue this matter to Tuesday, August 31, 2021, so Supervisor Wendy Root Askew can review

the information presented to weigh in due to the spilt vote:

**PLN150372 - RIVER VIEW AT LAS PALMAS ASSISTED LIVING SENIOR FACILITY**

Public hearing to consider an application for the River View at Las Palmas Assisted Living Senior Facility, including the following:

- a. Amendment to the text of the Las Palmas Ranch Specific Plan (LPRSP) to add policy language to clarify that one assisted living facility is an allowed use subject to a Use Permit within Area A of the Specific Plan; and
- b. Use Permit to allow construction of an assisted living facility (River View at Las Palmas Assisted Living Senior Facility) including:
  1. Thirteen Casitas providing 26 separate units ranging in size from 1,513 to 3,757 square feet and totaling approximately 41,300 square feet;
  2. Forty assisted living units with 52 beds ranging in size from 360 to 587 square feet each and totaling approximately 27,000 square feet;
  3. A 21,600 square foot, three-story memory care facility including 39 living units ranging in size from 313 to 453 square feet and containing a total of 48 beds; and
  4. Associated infrastructure including roads and grading of approximately 60,000 cubic yards.

Project Location: Vacant 15.74-acre lot within Las Palmas Subdivision #1, south of River Road and west of Country Park Road, within the Las Palmas Ranch Specific Plan area, approximately 1.25 miles west of Spreckels and 0.5 miles east of State Highway 68.

Proposed CEQA actions: Certify the Final Subsequent Environmental Impact Report (Final SEIR), adopt a Statement of Overriding Considerations, and adopt a Mitigation Monitoring and Reporting Plan.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: Absent

**Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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: Irma Ramirez-Bough and Kim Moore

Employee Organization(s): Unit A and B

(3) Designated representatives: Irma Ramirez-Bough and Kim Moore

Employee Organization(s): Units S

The Board came to a tentative agreement with the Sheriffs' Management Association regarding a 3 year Memorandum of Understanding on item 1.b.(1)

The Board took no reportable actions on items 1.b.(2)(3)

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Precila Barrera, et al. v. County of Monterey, et al. (U.S. District Court for the Northern District of California Case No. 20CV05217SVK).

(2) Carmel Valley Association, Inc. v. County of Monterey et al., (Real Parties in Interest Rancho Canada Venture, LLC et al) (Court of Appeal Case No. H046187/Monterey County Superior Court Case No. 17CV000131)

(3) County of Monterey dba Natividad Medical Center v. Kaiser Foundation Health Plan, Inc., et al., (Monterey County Superior Court Case No. 19CV001823)

(4) Roth, et al. v. County of Monterey, et al. (Monterey County Superior Court Case No. 20CV000894)

The Board took no reportable actions on items 1.c.(1)(2)(3)(4)

d. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline, dismissal, or release of a public employee.

The Board took no reportable actions on items 1.d.

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

The Board took no reportable actions on items 1.e.

### Adjourned

The meeting was adjourned by Vice Chair Supervisor Mary L. Adams.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON** \_\_\_\_\_

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

20. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with 3M Health Information Systems, Inc. for medical records coding software and maintenance services for an amount not to exceed \$1,144,010 with an agreement term of August 9, 2021 through August 8, 2026.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$114,401) of the original cost of the agreement.
- c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

**Approved - Agreement No.: A-15447**

21. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Add-on Orders IWS-285100, IWS-361696, IWS-409086, IWS-449631, IWS-450178, and IWS-334617, Product Replacement Amendment P202110045950, and Service Order MHS17469 to the Agreement (A-14454) with Change Healthcare Technologies, LLC adding \$105,919 for a total amount not to exceed \$4,637,828, with no change to the agreement term of July 1, 2019 through June 30, 2024.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to five (5) future add-on orders, services orders, or product replacement amendments which do not significantly alter the scope of work and do not exceed \$50,000 per item.

**Approved - Agreement No.: A-14454**

22. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Enrollware Software for web-based class scheduling and student registration services for an amount not to exceed \$6,000 with an agreement term of August 1, 2021 through July 31, 2022
- b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard risk provisions within the agreement.

**Approved - Agreement No.: A-15448**

23. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with HeartFlow, Inc. for analysis of cardiac disease services for an amount not to exceed \$136,000 with an agreement term retroactive from July 1, 2021 through June 30, 2023; and
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the Master Services Agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$13,600) of the original cost of the agreement; and



c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, auto insurance, and limitations on liability provisions within the agreement.

**Approved - Agreement No.: A-15449**

- 24.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-12637) with Intelligent Medical Objects, Inc. for electronic mapping and standard nomenclature software licenses, support and maintenance services, with no change to the agreement term of January 28, 2014 through April 30, 2022, and adding \$98,997 for a revised total agreement amount not to exceed \$527,357.

**Approved - Agreement No.: A-12637; Amendment No.: 6**

- 25.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Nuance Communications, Inc. for Dragon Medical, and PowerShare software license services for an amount not to exceed \$588,268 with an agreement term retroactive to July 1, 2021 through June 30, 2026.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$58,827) of the original cost of the agreement per each amendment.
- c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, auto insurance, limitations on liability, and limitations on damages provisions within the agreement.

**Approved - Agreement No.: A-15450**

### **Health Department**

- 26.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic services to students with each of the following Monterey County School Districts ("School Districts"): Alisal Union, Carmel Unified, Chualar Union, Gonzales Unified, Lagunita Elementary, Monterey County Home Charter School, Salinas Union High, and Soledad Unified for a total maximum amount for all School Districts not to exceed \$2,188,756, for a total not to exceed amount per School District as outlined in Exhibit A, effective July 1, 2021 through June 30, 2022; and
- b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to each MOU that in total do not exceed ten percent (10%) of the initial liability of each MOU, as shown in Exhibit A, and that do not significantly change the scope of services.

**Approved - Agreements Alisal Union: A-15460; Carmel Unified: A-15461; Chualar Union: A-15462; Gonzales Unified: A-15463; Lagunita Elementary: A-15464; Monterey County Home Charter School: A-15465; Salinas Union High: A-15466 & Soledad Unified: A-15467**

27. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a multi-year Substance Use Disorder Treatment Services Agreement with Sun Street Centers retroactive to July 1, 2021 for the provision of alcohol and drug recovery services in the amount of \$4,871,912 Fiscal Year (FY) 2021-22 and \$4,860,948 for FY 2022-23 for a total Agreement amount not to exceed \$9,732,860 for the term of July 1, 2021 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments not to exceed ten percent (10%) (\$973,286) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15451**

28. Adopt a Resolution to:
- a. Authorize the Auditor-Controller to execute an operating transfer of \$250,000 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund the Bright Beginnings program; and
- b. Authorize the Auditor-Controller to amend the FY 2020-21 Health Department's operating budget to increase appropriations (025-4000-HEA013-8424-7614) and estimated revenue (025-4000-HEA013-8424-5940) by \$250,000, funded by an operating transfer from 1991 Social Services Realignment (025-0255-5010-SOC012-CMS) (4/5th's vote required); and
- c. Authorize the Auditor-Controller to execute an operating transfer of \$1,218,318 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund Children's Medical Services programs; and
- d. Authorize the Auditor-Controller to amend the FY 2020-21 Health Department's operating budget to increase appropriations (025-4000-HEA013-8424-7614) and estimated revenue (025-4000-HEA013-8424-5940) by \$1,218,318, funded by an operating transfer from 1991 Social Services Realignment (025-0255-5010-SOC012-CMS) (4/5th's vote required); and
- e. Authorize the Auditor-Controller to execute an operating transfer of \$402,726 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund the Nurse Family Partnership (NFP) and Maternal, Child, and Adolescent Health (MCAH) programs; and
- f. Authorize the Auditor-Controller to amend the FY 2020-21 Health Department's operating budget (025-4000-HEA013-8424-7614) to increase appropriations and estimated revenue (025-4000-HEA013-8424-5940) by \$402,726, funded by an operating transfer from 1991 Social Services Realignment (025-0255-5010-SOC012-CMS) (4/5th's vote required).

**Adopted Resolution No.: 21-210**

29. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Agreement A-14744 with Housing Resource Center of Monterey County (HRC) retroactive to July 1, 2021 which adds funding for additional permanent housing services and increases the contract amount by \$454,540 for a new total Agreement amount not to exceed \$1,423,299 for the full-term of June 09, 2020 through February 15, 2023.

**Approved - Agreement No.: A-14744; Amendment No.: 2**

30. a. Authorize the Director of Health or Assistant Director of Health to accept a grant award of a Mental Health Student Services Act (“MHSSA”) Grant, in the amount of \$3,999,979, Grant Agreement No. 21MHSOAC015, from the Mental Health Services Oversight and Accountability Commission (“MHSOAC”), to expand access to mental health services for children and youth, for the full grant period from date of execution by both entities through August 31, 2025; and
- b. Authorize the Director of Health or Assistant Director of Health to execute the MHSSA Grant Agreement No. 21MHSOAC015 with the MHSOAC, in the total agreement amount of \$3,999,979 for the full contract period from date of execution by both entities through August 31, 2025.

**Approved - Agreement No.: A-15452**

### **General Government**

31. Adopt a Resolution to:
- a. Authorize the Auditor-Controller to amend the FY 2020-21 Adopted Budget by increasing appropriations by \$15,000 in CAO Laguna Seca Rifle & Pistol Range 001-1050-CAO029-8504 financed by a decrease in appropriations of \$15,000 in CAO Administration & Finance 001-1050-CAO001-8045 (majority vote required); and
- b. Authorize the Auditor-Controller and the County Administrative Office to reflect these approved modifications in the FY 2020-21 Adopted Budget.

**Adopted Resolution No.: 21-211**

32. Adopt a Resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to retitle and modify Sections A.21 Health, Dental, and Optical Insurance and A.21.1 Provision of Health, Dental and Optical Insurance to change the term “optical” to “vision” and add Limited Term employees;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to retitle and modify Section 21.4 Health Insurance Plans: Flexible Benefits Plan & Alternative Benefit Option as the County no longer offers an Alternative Benefit Option and to reflect future changes to the County’s required contribution as directed by the California Public Employees’ Retirement System (CalPERS);
- c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to retitle and modify Section A.21.4.1 Flexible Benefits Plan - Units D, E, L, O, X, XL and Y to reflect the County’s maximum contributions for medical insurance;
- d. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to delete Section A.21.4.2 Alternative Benefit Options - Units O, X, XL, and Y as the County no longer offers an Alternative Benefit Option and replace it with the County Maximum Contribution for Represented Employees provision;
- e. Direct the Human Resources Department to incorporate the changes in the Personnel Policies and Practices Resolution No.98-394.
- f. Direct the Human Resources Department and Auditor-Controller’s Office to implement the changes in the Advantage HRM/Payroll system.

**Adopted Resolution No.: 21-212**

33. a. Approve and authorize the County Administrative Officer, or designee, to execute a retroactive Agreement with Robert Joseph Poma dba Poma Electric for general electrical repairs and maintenance at Laguna Seca Recreation Area retroactive from July 1, 2021 through June 30, 2022, for an amount not to exceed \$25,000; and
- b. Approve and authorize the County Administrative Officer, or designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$2,500) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15453**

34. Authorize and Approve the Library Director and the Monterey County Sheriff's Office or his/her Designee to enter into a new Memorandum of Understanding (MOU), allowing the Sheriff's Office to use a room inside the San Lucas Library as a field office and in turn, provide for a safer library, for a period of another five (5) years upon the signed date of the Memorandum of Understanding.

**Approved - Agreement No.: A-15454**

35. a. Approve and authorize the Library Director to execute a three-year Memorandum of Understanding ("MOU") for the term of June 1, 2021 to May 31, 2024 with the Friends of the Marina Library ("FOML") to partner with Monterey County on behalf of the Monterey County Free Libraries (MCFL), and
- b. Authorize the Monterey County Free Libraries (MCFL) to establish the MOU to provide guidance on the use of physical space inside and immediately around the Marina Branch Library for use by the Friends of the Marina Library (FOML) to provide and in support of public programming, book sales, and book sale activities, and meetings, and
- c. Authorize the Library Director or Designee to execute up to three future amendments to the MOU that do not significantly alter the scope of work.

**Approved - Agreement No.: A-15455**

36. Adopt a Resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section V. Definitions to update the definition of Temporary Employee and Temporary Position to change the term "position" to "assignment";
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to add Section B.5.9 Temporary to Permanent to allow an appointing authority to appoint a temporary employee to a permanent position when the defined conditions are met;
- c. Direct the Human Resources Department to incorporate the changes in the Personnel Policies and Practices Resolution No.98-394.

**Adopted Resolution No.: 21-213**

37. a. Approve and authorize the County Administrative Officer, or designee, to sign an Agreement with

Greenlight USA, LLC. to provide event television and live streaming production during the Rolex Monterey Motorsports Reunion at WeatherTech Raceway Laguna Seca effective July 26, 2021 through September 1, 2021, for an amount not to exceed \$160,000; and

b. Approve and authorize the County Administrative Officer, or designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$16,000) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15456**

38. a. Approve and authorize the County Administrative Officer, or his designee, to sign a retroactive Agreement with Telfer Design, Inc. to provide official artwork for the 2021 Rolex Monterey Motorsports Reunion, and the 2021 Hyundai Monterey Sports Car Championship at WeatherTech Raceway Laguna Seca retroactive from May 5, 2021 through December 31, 2021, for an amount not to exceed \$28,500;
- b. Accept non-standard risk terms with respect to indemnification and insurance provisions; and
- c. Approve and authorize the County Administrative Officer, or his designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$2,850) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15457**

39. Approve a request from the Monterey County Regional Fire District for dry period loan of \$7,000,000 for the Fiscal Year ending June 30, 2022

**Approved**

40. Adopt a resolution:
- a. Approving a request from the Resource Conservation District of Monterey County ("District") for a dry period loan ("Dry Period Loan") of \$300,000 for the Fiscal Year ending June 30, 2022, for meeting the District's obligations incurred for maintenance purposes; and
- b. Approving and authorizing execution by the County Auditor-Controller of a Temporary Transfer of Funds Agreement with the District, setting forth the terms and conditions of repayment of the dry period loan in the amount of \$300,000 for the Fiscal Year ending June 30, 2022; and
- c. Authorizing the County Auditor-Controller and County Treasurer-Tax Collector to implement the temporary transfer of funds to the District in the amount of \$300,000 for the Fiscal Year ending June 30, 2022.

**Adopted Resolution No.: 21-214**

41. Approve and authorize the County Administrative Officer, or designee, to sign an Assignment and Assumption Agreement between the County of Monterey, LTF Triathlon Series, LLC (LTF), a wholly owned subsidiary of Life Time, Inc. (Life Time), and Sea Otter Classic, Inc. (Sea Otter) transferring Sea Otter's interest in the Contract and Event Agreement with the County of Monterey to Life Time, Inc., effective on the date last signed by one of the parties.

**Approved - Agreement No.: A-15458**

42. a. Approve and authorize Contracts/Purchasing to sign a retroactive Agreement with Netfile, Inc. for a term of January 1, 2021 through June 30, 2024 in an amount not to exceed \$100,000 (\$23,000 per calendar year), to provide software, software maintenance support, and professional services for the Netfile Inc. system that accepts electronic filings for the FPPC Statements of Economic Interest Form 700; and,
- b. Approve and authorize the Clerk of the Board to execute up to three (3) future annual extensions of this Agreement where each extension does not exceed \$23,000 and is without significant changes to the scope of work.

**Approved - Agreement No.: A-15459****Housing and Community Development****43. PLN200176 - AVILA**

Continue public hearing to consider a Lot Line Adjustment between four (4) legal lots of record currently under Williamson Act Contract of 636.8 acres (Parcel 1), 211.9 acres (Parcel 2), 321.1 acres (Parcel 3) and 222.6 acres (Parcel 4) into four (4) resulting lots of 519.7 acres (Parcel A), 329 acres (Parcel B), 486.1 acres (Parcel C) and 57.6 acres (Parcel D), respectively.

**Project Location:** 101 South Highway 101, San Ardo & 72125 Jolon Road, Bradley, near Nacimiento Lake Drive, South County Area Plan.

**Proposed CEQA Action:** Categorically Exempt 15305

**Continued**

**43.1 Adopt a Resolution to:**

- a. Accept a Final Parcel Map for a minor subdivision to divide a 373-acre parcel into four (4) parcels of 149 acres (Parcel A); 94 acres (Parcel B); 68 acres (Parcel C); and 62 acres (Parcel D);
- b. Direct the Clerk of the Board to submit the Final Parcel Map for filing with the County Recorder, subject to the collection of the applicable recording fees; and
- c. Amend existing Williamson Act Agricultural Preserve No. 71-40 and Land Conservation Contract No. 71-40 and authorize the Chair or the Vice Chair of the Board of Supervisors to execute a new or amended Williamson Act Agricultural Preserve Land Conservation Contract or Contracts for the four (4) new parcels created by the subdivision.
- d. Direct the Clerk of the Board to record the new or amended Williamson Act Land Conservation Contract or Contracts for the four (4) new parcels subject to the submittal of recording fees by the property owner of record.

**Project Name:** SCHEID VINEYARDS CALIFORNIA, INC.

File Number: PLN180345

**Project Location:** 34954 Metz Road, Soledad, CA

**Proposed CEQA Action:** Statutorily Exempt per California Environmental Quality Act (CEQA) Guidelines section 15268(b)(3) - Approval of Final Subdivision Maps.

**Adopted Resolution No.: 21-215**

**Public Works, Facilities and Parks**

- 44.** Adopt resolutions for County Service Areas 1, 9, 15, 19, 20, 23, 24, 26, 30, 31, 32, 33, 35, 37, 38, 41, 44, 45, 47, 50, 51, 52, 53, 54, 56, 58, 62, 66, 68, 72, and 75:
- a. Certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for the respective County Service Area; and
  - b. Authorizing and directing the Auditor-Controller to enter the amount of the charges against the respective lots or parcels as they appear in the assessment roll for FY 2021-22 as described in Exhibit 1 and Exhibit 2 (CSA 45 Oak Hills Subdivision only) of each Resolution.

**Adopted Resolution No's.: 21-216 and 21-223 through 21-252**

**County Service Area 1 = Resolution No. 21-216; County Service Area 9 = Resolution No. 21-223;  
County Service Area 15 = Resolution No. 21-224; County Service Area 19 = Resolution No. 21-225;  
County Service Area 20 = Resolution No. 21-226; County Service Area 23 = Resolution No. 21-227;  
County Service Area 24 = Resolution No. 21-228; County Service Area 26 = Resolution No. 21-229;  
County Service Area 30 = Resolution No. 21-230; County Service Area 31 = Resolution No. 21-231;  
County Service Area 32 = Resolution No. 21-232; County Service Area 33 = Resolution No. 21-233;  
County Service Area 35 = Resolution No. 21-234; County Service Area 37 = Resolution No. 21-235;  
County Service Area 38 = Resolution No. 21-236; County Service Area 41 = Resolution No. 21-237;  
County Service Area 44 = Resolution No. 21-238; County Service Area 45 = Resolution No. 21-239;  
County Service Area 47 = Resolution No. 21-240; County Service Area 50 = Resolution No. 21-241;  
County Service Area 51 = Resolution No. 21-242; County Service Area 52 = Resolution No. 21-243;  
County Service Area 53 = Resolution No. 21-244; County Service Area 54 = Resolution No. 21-245;  
County Service Area 56 = Resolution No. 21-246; County Service Area 58 = Resolution No. 21-247;  
County Service Area 62 = Resolution No. 21-248; County Service Area 66 = Resolution No. 21-249;  
County Service Area 68 = Resolution No. 21-250; County Service Area 72 = Resolution No. 21-251;  
and  
County Service Area 75 = Resolution No. 21-252**

**ADDENDA**

**45.**

**ADDENDA****Added under Housing and Community Development - Consent**

43.1 Adopt a Resolution to:

- a. Accept a Final Parcel Map for a minor subdivision to divide a 373-acre parcel into four (4) parcels of 149 acres (Parcel A); 94 acres (Parcel B); 68 acres (Parcel C); and 62 acres (Parcel D);
- b. Direct the Clerk of the Board to submit the Final Parcel Map for filing with the County Recorder, subject to the collection of the applicable recording fees; and
- c. Amend existing Williamson Act Agricultural Preserve No. 71-40 and Land Conservation Contract No. 71-40 and authorize the Chair or the Vice Chair of the Board of Supervisors to execute a new or amended Williamson Act Agricultural Preserve Land Conservation Contract or Contracts for the four (4) new parcels created by the subdivision.

d. Direct the Clerk of the Board to record the new or amended Williamson Act Land Conservation Contract or Contracts for the four (4) new parcels subject to the submittal of recording fees by the property owner of record.

Project Name: SCHEID VINEYARDS CALIFORNIA, INC.

File Number: PLN180345

Project Location: 34954 Metz Road, Soledad, CA

Proposed CEQA Action: Statutorily Exempt per California Environmental Quality Act (CEQA)

Guidelines section 15268(b)(3) - Approval of Final Subdivision Maps.



# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, July 27, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding two matters of potential initiation of litigation.
  - d. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Counsel.
  - e. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:  
(1) *County of Monterey, et al. v. Amerisourcebergen Drug Corp., et al.* (U.S. District Court for the Northern District of California, Case No. 7:18-cv-02693)  
(2) *Baldwin County, Alabama, et al. v. Richard S. Sackler, et al.* (U.S. District Court for the Southern District of New York, Case No. 1:19-cv-2421)

**Public Comments**

Open for public comments; Steven Rosen, Sonia (no last name provided), Jose Alvarado, Karen Pointess, Elizabeth Tyler, Victor Cabrerias and Alisha Meters, in person, and Gloria Jaimez, Lyle Green Nickerson, and Iris Medina, via Zoom, commented.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Ms. Kristan Lundquist, Director of Libraries & Community Services

### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Correction to the 1:30 P.M. Schedule Matters

Item No. 15 is in receipt of a revised Attachment B

Correction to the General Government Consent Calendar

Item No. 33 is being requested to be pulled from the agenda at the request of the department.

### **Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolution 2 through 7.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

**Chair Supervisor Root Askew: AYE**

2. Adopt a resolution proclaiming the month of August 2021 as Child Support Awareness Month in Monterey County. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-195**

3. Adopt a resolution commending Emergency Services Planner Patrick Moore upon his retirement from the Monterey County Office of Emergency Services. (Full Board - Supervisor Askew)

**Adopted**

4. Adopt a resolution recognizing Patricia Zerounian upon her retirement from Monterey County Health Department and her public service to Monterey County residents. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-220**

5. Adopt resolution honoring Head Cook Kurt Matthews upon his retirement from the Monterey County Probation Department after 33 years of dedicated County service. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-219**

6. Adopt a resolution proclaiming the Month of August 2021 as “Breastfeeding Awareness Month” in Monterey County. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-218**

7. Adopt a resolution celebrating the Community Foundation for Monterey County for their work in assisting with Monterey County’s COVID-19 recovery efforts. (Full Board - Supervisor Askew)

**Adopted**

### **Appointments**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to adopt Appointments 8 through 11.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

8. Appoint Christopher Long to the East Garrison CSD Advisory Committee, with a term ending date of January 31, 2023. (Supervisor Askew)

**Appointed**

9. Reappoint Emma Bojorquez to the Community Action Partnership Commission, with a term ending

date of July 01, 2024. (Supervisor Lopez)

**Reappointed**

- 10.** Appoint Dr. Charles R. Harris to the Central California Alliance for Health, with a term ending date of December 31, 2023. (Full Board)

**Appointed**

- 11.** Appoint Luis Angel Zamora to the North County Recreation & Park District, with a term ending date of November 30, 2022. (Supervisor Phillips)

**Appointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Mike (no last name provided), via Zoom, commented.

Supervisor John M. Phillips commented on Item No. 36, Supervisor Wendy Root Askew had comments/questions on Item No.'s 25, 29, 36, 41.2 and 41.3, Supervisor Mary L. Adams commented on Item No. 26 and Supervisor Chris Lopez commented on Item No. 25.

A motion was made by Supervisor John M. Phillips , seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item Numbers 20 through 49 excluding Item No. 33 which was pulled from the agenda by the department and Item No.'s 36, 41.2 and 41.3 which will have a separate vote taken on them.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor Mary L. Adams , seconded by Supervisor John M. Phillips to approve Consent Calendar Item No.'s 36, 41.2 and 41.3.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: Abstain

**Other Board Matters**

- 12.** Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4308](http://monterey.granicus.com/EditFile.php?clip_id=4308)

Open for public comments; no public comments made.

**13. County Administration Officer Comments and Referrals**

Charles McKee, County Administrative Officer from the County Administrative office made no comments and shared there is one new referral this week:

One new referral from Supervisor John M. Phillips: Referral 2021.13:

Referral Purpose: Expand entities allowed to own and operate desalination facilities to provide additional water supply while maintaining protections for health & welfare.

Open for public comments; Melodie Chrislock, Tammy Jennings, Margie Kay, Susan Schiavone, Wayne Kelly, Margaret Ann Cottonball, Anna Thompson, Kathy Biala, Lisabeth Vischer, Marli Melton and Wallace Notley, all via Zoom, commented.

County Administrative Officer comments/referrals can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4308](http://monterey.granicus.com/EditFile.php?clip_id=4308)

**14. General Public Comments**

Open for general public comments for items not on today's agenda; Melodie Chrislock and Eloise Shimm, via Zoom, commented.

**12:00 P.M. - Recessed to Lunch back into Closed Session**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

**15. PLN200192 and DA210122/SCHWARTZ MAL**

Public hearing to consider a remodel, 531-square foot studio addition, conversion of an attached garage to habitable space, construction of a new 447-square foot 2-car carport, new cedar fence, re-finish an existing chimney with a tan Carmel stone and add a metal flue cap and spark arrestor, after-the fact approval to paint the single-family residence a white "swiss coffee," (PLN200192 - remodel/addition) and after-the-fact relocation and height increase of a previously permitted 120

square foot shed (DA210122 - shed).

**Project Location:** 24980 Outlook Drive, Carmel, Carmel Valley Master Plan

**Proposed CEQA Action:** Find the project Categorical Exemption pursuant to section 15303 of the CEQA Guidelines.

Public hearing commenced on the PLN200192 and DA210122/SCHWARTZ MAL appeal:

To consider a remodel, 531-square foot studio addition, conversion of an attached garage to habitable space, construction of a new 447-square foot 2-car carport, new cedar fence, re-finish an existing chimney with a tan Carmel stone and add a metal flue cap and spark arrestor, after-the fact approval to paint the single-family residence a white "swiss coffee," (PLN200192 - remodel/addition) and after-the-fact relocation and height increase of a previously permitted 120 square foot shed (DA210122 - shed).

**Project Location:** 24980 Outlook Drive, Carmel, Carmel Valley Master Plan

**Proposed CEQA Action:** Find the project Categorical Exemption pursuant to section 15303 of the CEQA Guidelines.

Erik Lundquist, Director introduced Phil Angelo, Assistant Planner both from the Housing Community Development Department, both in person, with Phil Angelo presenting via PowerPoint presentation.

Open for public comments; no public comments made.

Applicant's Mal Schwartz and Luran Trion made opening remarks with Counsel John Bridges, on their behalf, addressed the proposed revisions for the Board's consideration to adopt the revised Resolution No. 21-264 amended which the parties have agreed too.

Christine Kempt, Counsel on behalf of the Appellant Rob Kohn concurred the parties agree to the proposed revisions and further reads into the record the detailed proposed revisions for the consideration to adopt amended Resolution No. 21-264

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to adopt amended Resolution No. 21-264 as revised and stated for the record.

In the matter of the application of:

**SCHWARTZ MAL (PLN200192 and DA210122)**

**RESOLUTION NO. 21-264**

Resolution by the Monterey County Board of Supervisors:

- 1) Partially Granting an Appeal by Christine Kemp on behalf of Robert Kahn challenging the Zoning Administrator's approval of a Design Approval (HCD-Planning File No. PLN200192)
- 2) Finding that the project qualifies as a Class 3 Categorical Exemption under section 15303 of the CEQA Guidelines, and there are no exceptions pursuant to section 15300.2; and
- 3) Approving a design approval to amend PLN170572 to permit expanding the studio addition from 355 square feet to 531 square feet and a 63-square foot landing; modifying the roof of the studio addition to have 2 skylights instead of 1 skylight; an interior remodel of the southeastern portion of the home, including conversion of the garage to living space and removal and replacement of the garage door with lap siding; construction of a new 447 square foot detached two-car carport; reducing the height of the chimney and re-finishing the chimney with a Carmel Stone or retaining the existing white stucco, to address the presently unpermitted white smooth stucco finish and added flue cap; and construction of a 4 foot tall to 6 foot tall cedar fence; and
- 4) Approving a design approval DA210122 increasing the height of a previously permitted shed from 8 feet to approximately 9 feet, changing its roof pitch, removing its skylights and upper window, painting it brown, changing its approved location.

[Schwartz, 24980 Outlook Drive, Carmel, Carmel Valley Master Plan (APN: 015-522-008-000)]

The Schwartz application (PLN200192) came on for a public hearing before the Monterey County Board of Supervisors on July 27, 2021. Having considered the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

16. a. Approve District appointments to the 2021 Advisory Redistricting Commission for a term ending December 31, 2021.

Rosemary Soto, Management Analyst III, via Zoom, from the County Administrative Office presented via PowerPoint presentation.

Open for public comments, no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to: Approve District appointments to the 2021 Advisory Redistricting Commission for a term ending December 31, 2021.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

17. ~~a. Receive an update from Environmental Health and Sustainability Program staff regarding the County Action Plan and enforceable ordinance for SB 1383; and~~  
~~b. Provide a recommendation to staff on discretionary policy questions involving whether to allow Self-Hauling of organic waste, inspection, and enforcement; and~~  
~~c. Provide direction to staff. (REMOVED VIA SUPPLEMENTAL)~~

Removed from agenda via addendum/supplemental

18. a. Receive an update on the expenditure report through June 30, 2021 (Attachment A) and the proposed right-sizing process for the Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project ("Pilot Project"); and  
b. Approve a budget modification request submitted by the Community Foundation for Monterey County (CFMC) as highlighted in Attachment B, to move unspent allocated funds from one previously approved line item to another and from one budget category to another, to meet budget gaps as identified by the CFMC and VIDA Project partners; and  
c. Approve and authorize the County Administrative Officer or Assistant County Administrative Officer to approve budget modification requests in accordance with the budget categories and line items previously approved by the Board on December 21, 2020, as outlined in Attachment B; and  
d. Provide direction to staff as appropriate.

Rosemary Soto, Management Analyst III, via Zoom, from the County Administrative Office presented via PowerPoint presentation.



Open for public comments, Maria Elena Manzo, Karla Lobo, and Sarait Martinez, all via Zoom commented.

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

- a. Receive an update on the expenditure report through June 30, 2021 (Attachment A) and the proposed right-sizing process for the Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project ("Pilot Project"); and
- b. Approve a budget modification request submitted by the Community Foundation for Monterey County (CFMC) as highlighted in Attachment B, to move unspent allocated funds from one previously approved line item to another and from one budget category to another, to meet budget gaps as identified by the CFMC and VIDA Project partners; and
- c. Approve and authorize the County Administrative Officer or Assistant County Administrative Officer to approve budget modification requests in accordance with the budget categories and line items previously approved by the Board on December 21, 2020, as outlined in Attachment B; and
- d. Approve the budget modification request listed as July 27, 2021, with a total budget of \$4,062,624 and authorize the County Administrative Officer or his designee discretion to make any amendments to the line items within the VIDA Project budget up to \$50,000 with a report back to the Board if any changes are made.

\$927,026 remains in the VIDA Project budget, however, is not allocated and staff will return to the Board to get direction on where those funds should be allocated too.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

19. Public hearing to consider actions to conditionally approve the Rancho Cañada Village Project (PLN040061-AMD1/ **Rancho Canada Ventures, LLC**), including:
- a. General Plan Amendment - Resolution to amend of the text of Carmel Valley Master Plan Policy CV-1.27 to provide that notwithstanding any other General Plan policies, residential development may be allowed with a density of up to 10 units/acre with a minimum of 20% affordable housing; and
  - b. Zoning Amendment - An ordinance to rezone approximately 25 acres of the project site from Public/Quasi-Public with Design Control, Site Plan Review and Residential Allocation Zoning Overlay Districts (PQP-D-S-RAZ) to Medium Density Residential with Design Control and Site Plan Review Overlays (MDR/3-D-S), rezone 5 acres from PQP-D-S-RAZ to High Density Residential with Design Control, Site Plan Review Overlays (HDR/10-D-S); rezone approximately 3 acres from PQP-D-S-RAZ to High Density Residential with Design Control, Site Plan Review Overlays (HDR/5-D-S); and rezone the remaining approximate 41 acres of the project site from PQP-D-S-RAZ to Open Space (O). The ordinance also amends sections 21.10.070 (High Density Residential Zoning District special regulations) and 21.12.070 (Medium Density Residential Zoning District special regulations) of the Monterey County Code to include special setback, height, lot coverage, and floor area ratio regulations for development in the Rancho Cañada Village Subdivision.; and
  - c. Rancho Cañada Village project - A Combined Development Permit for Rancho Cañada Village "Increased Unit, Greater Affordability Project" (refinement of Alternative 6B of the Second Final EIR),

for a total of 145 units, including forty affordable units consisting of twenty-eight units affordable to moderate income households, six Workforce Housing I (affordable to households earning between 120% and 150% of County median income) and six Workforce Housing II units (affordable to households earning between 150% and 180% of County median income). The Combined Development Permit consists of:

- 1) A Standard Subdivision Vesting Tentative Map subdividing 77 acres into 106 residential lots with common areas and roadways, and approximately 38-acres of habitat preserve on two Open Space lots;
  - 2) A blanket Administrative Permit (Site Plan Approval) allowing development on 93 single family residential lots (parcels to be zoned MDR), 12 townhomes, and 40 units of affordable/workforce housing (parcels to be zoned HDR) within the S (Site Plan Review) Zoning Overlay District;
  - 3) An Administrative Permit for development within the S District of a 1.5 acre community park and 8.6 acres of common areas, grading of up to 220,000 cubic yards and infrastructure installation, including installation of a below-grade drainage pipe and culvert to improve area-wide flood control and drainage.
  - 4) Use Permit for development in the Carmel Valley Floodplain; and
  - 5) Use Permit for removal of up to 37 trees.
- d. Adopt a Mitigation Monitoring and Reporting Plan.

**Proposed CEQA Action:** Certify the Rancho Cañada Village Second Final Environmental Impact Report (SCH#: 20006081150) (SFEIR)

**Location:** In the Carmel Valley along Carmel Valley Road, east of the intersection of Carmel Valley Road and State Route 1 in unincorporated Monterey County (former West Course at Rancho Canada Golf Course) [Assessor Parcel Numbers: 015-162-017-000, 015-162-025-000, 015-162-026-000, 015-162-040-000, 015-162-048-000, 015-162-049-000, and portions of 015-162-043-000 and 015-162-051-000]

**Public hearing commenced.**

**Mary Israel, Senior Planner, in person, from the Housing and Community Development and Wendy Strimling, Assistant County Counsel, in person, from the County Counsel Office presented via PowerPoint presentation.**

**Jim Moose, Attorney, via Zoom, very presented on behalf of the Applicant.**

**Mr. Williams, in person, verbally presented.**

**Anthony Lombardo, Attorney Land Owner's Representative, verbally presented.**

**Open for public comments; Jens Peterson, Pris Walton, Larry Levine, Barbara Grace, Margaret Robins, Alex Brant, Michael Robins, Larry Levine, Alex Brandt, Michael Waxer, Chink Winge and Larry Bacon, all via Zoom, commented.**

**A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:**

**RANCHO CANADA VENTURES LLC (PLN040061-AMD1)**

**Adopt Resolution No. 21-307**

**Resolution by the Monterey County Board of Supervisors to:**

- 1) Certify the Rancho Cañada Village Environmental Impact Report;**

- 2) Adopt CEQA Findings for Project approval;
- 3) Adopt a Statement of Overriding Considerations.

[Carmel Valley, located on the south side of Carmel Valley Road approximately 0.6 miles east of Highway 1

APNs: 015-162-009-000, 015-162-017-000, 015-162-025-000, 015-162-026-000, 015-162-040-000, 015-162-048-000, 015-162-049-000; and portions of 015-162-043-000 and 015-162-051-000.]

**Adopt Resolution No. 21-308**

Resolution by the Monterey County Board of Supervisors regarding proposed Amendment to Policy CV-1.27 of the Carmel Valley Master Plan.

**Adopt Resolution No. 21-309**

Resolution by the Monterey County Board of Supervisors:

- 1) Conditionally approving a Combined Development Permit for the Rancho Cañada Village "Increased Unit, Greater Affordability Project" (refinement of Alternative 6b of the Second Final EIR), for a 145 unit subdivision, including 40 affordable units consisting of twenty-eight units for moderate income households, six units of Workforce I housing (affordable to households earning between 120% and 150% of County median income) and six units of Workforce II housing (affordable to households earning between 150% and 180% of County median income), with the Combined Development Permit consisting of:

- a) Vesting Tentative Map subdividing 77 acres into 106 residential lots with common areas and roadways, and approximately 38-acres of habitat preserve on two open space lots;
- b) A blanket Administrative Permit (Site Plan Approval) allowing development on 93 single family residential lots (parcels to be zoned MDR Medium Density Residential), 12 townhomes, and 40 units of affordable/workforce housing (parcels to be zoned HDR High Density Residential) within the S Site Plan Review Zoning Overlay District;
- c) An Administrative Permit for development within the S District of a 1.5 acre community park and 8.6 acres of common areas, grading of up to 220,000 cubic yards and infrastructure installation, including installation of a below-grade drainage pipe and culvert to improve area[1]wide flood control and drainage.
- d) Use Permit for development in the Carmel Valley Floodplain; and Legistar File ID No. RES 21-140 Agenda Item No. 19Rancho Canada Ventures LLC (PLN040061-AMD1) Page 2
- e) Use Permit for removal of up to 37 trees.

- 2) Adopt a Mitigation Monitoring and Reporting Plan.[Carmel Valley, located on the south side of Carmel Valley Road approximately 0.6 miles east of Highway 1

APNs: 015-162-009-000, 015-162-017-000, 015-162-025-000, 015-162-026-000, 015-162-040-000, 015-162-048-000, 015-162-049-000; and portions of 015-162-043-000 and 015-162-051-000.]

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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

The Board came to a tentative agreement with Unit D - Public Defender's, Office Unit E - District Attorney's Office, Unit G - County Counsel's Office and Unit's M & N the Probation's Association regarding a 3 year Memorandum of Understanding on item 1.b.(1)

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

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Counsel.

The Board took no reportable actions on items 1.d.

e. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) County of Monterey, et al. v. Amerisourcebergen Drug Corp., et al. (U.S. District Court for the Northern District of California, Case No. 7:18-cv-02693)

(2) Baldwin County, Alabama, et al. v. Richard S. Sackler, et al. (U.S. District Court for the Southern District of New York, Case No. 1:19-cv-2421)

The Board took no reportable actions on items 1.e.(1)(2)

### Adjourned

The meeting was adjourned in Memory of Susie Franklin at 4:23 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

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**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH**

**CLERK OF THE BOARD**

**APPROVED ON** \_\_\_\_\_

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

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

**Adopted Resolution No. 21-254**

21. a. Authorize the County Counsel to execute a Renewal and Amendment No. 7 to the Services Agreement ("Agreement") with Latham & Watkins LLP, for the provision of healthcare legal services at Natividad Medical Center, adding 1 year, for a revised full term from May 10, 2010 through June 30, 2022, with no change to the total agreement amount of \$1,510,000; and
- b. Accept the non-standard removal of indemnification provision, as recommended by the Interim Chief Executive Officer.

**Approved - Agreement No.: A-11791; Amendment No.: 7**

22. a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the Fourth Amendment to the Professional and Call Coverage Services Agreement (A-13611) with Mohamed Kerala Serio, M.D. to provide cardiology services, extending the term by twelve months (August 1, 2021 to July 31, 2022) for a revised full agreement term of July 1, 2017 to July 31, 2022, and adding \$610,000 for a revised total not to exceed amount of \$3,100,000 in the aggregate; and
- b. Authorize the Deputy Purchasing Agent for NMC 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 cause an increase of more than ten percent 10% (\$122,000) of the original contract amount.

**Approved - Agreement No.: A-13611; Amendment No.: 4**

23. a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-14453) with Advanced Gastroenterology of Monterey County to provide gastroenterology services extending the term by twelve months (August 1, 2021 to July 31, 2022) for a revised full agreement term of August 1, 2019 to July 31, 2022, and adding \$650,000 for a revised total not to exceed amount of \$1,950,000 in the aggregate; and
- b. Authorize the Interim Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$65,000) of the original contract amount.

**Approved - Agreement No.: A-14453; Amendment No.: 2**

**Health Department**

- 24.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a three-year Mental Health Services Agreement with Oaklandidence Opco, LLC DBA Medical Hill Healthcare Center in Oakland, California for the provision of skilled nursing services for organic brain syndrome, traumatic brain injured, and medically debilitated patients, in the amount of \$1,050,420 for Fiscal Year (FY) 2021-22, \$1,085,358 for FY 2022-23, and \$1,121,521 for FY 2023-24, for a maximum County obligation of \$3,257,300 for the retroactive term of July 1, 2021 through June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments not to exceed ten percent (10%) (\$325,730) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15468**

- 25.** Adopt the Monterey County Mental Health Services Act Fiscal Year 2021-22 Annual Update.

**Adopted**

- 26.** a. Approve and Authorize the Director of Health, or Assistant Director of Health to execute an Agreement with Novogradac & Company LLP (Novogradac) for consulting services related to the funding of Health Department's New Markets Tax Credit (NMTC)-financed facility for a contract amount of \$99,800 and a term of 24 months from the date of final execution by both parties; and
- b. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15469**

- 27.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic services to students of Greenfield Union School District ("School District"), for a total maximum amount of \$113,989 effective August 1, 2021 through June 30, 2022; and
- b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to the MOU that in total do not exceed ten percent (10%) of the initial liability amount and that do not significantly change the scope of services.

**Approved - Agreement No.: A-15470**

- 28.** Approve and authorize the Director of Health or Assistant Director of Health to sign an Operational Agreement with the Monterey County Rape Crisis Center (MCRCC) and the Monterey County Health Department's Sexual Assault Response Team (SART), agreeing to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Monterey County, for the term retroactive to October 1, 2019 through September 30, 2022.

**Approved - Agreement No.: A-15471**

29. a. Approve and authorize the Director of Health or the Assistant Director of Health to sign a non-standard Exhibition Agreement with Sand City, in the amount of \$125, to participate in the West End Celebration in Sand City on August 28, 2021 through August 29, 2021;
- b. Accept non-standard risk provisions as recommended by Director of Health; and
- c. Approve the recommendation of the Director of Health to accept insurance provisions in the Agreement.

**Approved - Agreement No.: A-15472**

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

**Adopted Resolution No.: 21-255****Criminal Justice**

31. Adopt Resolution to:
- a. Request the State of California Department of Motor Vehicles (DMV) increase the one dollar (\$1) vehicle registration fee authorized pursuant to section 9250.19(2)(A) of the Vehicle Code to two dollars (\$2); funding will be used to finance the RAN board, which uses money for an automated fingerprint system used by all law enforcement agencies in the County of Monterey; and
- b. Request the DMV to increase from two dollars (\$2) to four dollars (\$4) the registration fee for commercial vehicles pursuant to section 9250.19 (4)(A); and
- c. Commence collection of the two dollar (\$2) fee or four dollars (\$4) for commercial vehicles on vehicle registrations within the County of Monterey, effective January 1, 2022.

**Adopted Resolution No. 21-256**

32. Adopt an ordinance repealing Chapter 2.93 of the Monterey County Code to rescind authority to collect fees for probation services.

**Adopted Ordinance No. 5356****General Government**

33. Adoption of a resolution to set aside portions of Resolution No. 15-084 for the Harper Canyon (Encina Hills) Subdivision Project only as they relate to project wildlife corridor issues in compliance with the Second Amended Peremptory Writ of Mandate.

**Removed from agenda via additions and corrections**

34. a. Authorize the Director of Human Resources, or designee, to execute a Student Intern Placement Agreement template through June 30, 2025, between the Educational Institution(s) and the County of Monterey.

**Approved - Agreement No.: A-15473**

35. a. Approve and authorize the County Administrative Officer, or designee, to execute an Agreement with TOURtech Support, Inc. for I.T. services for events at WeatherTech Raceway Laguna Seca effective August 1, 2021 through December 31, 2022, for an amount not to exceed \$300,000; and
- b. Authorize the County Administrative Officer, or designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$30,000) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15474**

36. Consider:
- a. Approving and authorizing the County Administrative Officer or designee to execute an Amendment No. 1 to the Agreement for the Operation and Management of the Laguna Seca Recreation Area between the County and A&D Narigi Consulting LLC to provide additional advances for the allowed expense fund and management fee expense for the period August 1 - December 31, 2021, only;
- b. Authorize the Auditor-Controller to amend the FY 2021-22 Laguna Seca Recreation Area adopted budget, Fund 453, Appropriation Unit CAO046, to increase appropriations by \$1,160,000, financed by an operating transfer from an appropriate fund as determined by the Board or CAO (4/5ths vote required); and,
- c. Authorize the Auditor-Controller to transfer \$1,160,000 from an appropriate fund as determined by the Board or CAO to Laguna Seca Recreation Area adopted budget, Fund 453, Appropriation Unit CAO046 (4/5th the vote required).

**Approved - Agreement No.: A-15475; Amendment No.: 1**

37. a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending June 30, 2021; and
- b. Receive and Approve the Treasurer's Investment Policy for FY 2021-2022; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607; and
- d. Approve the dissolution of the Monterey County Treasury Oversight Committee.

**Approved**

38. a. Approve and authorize the County Administrative Officer, or designee, to execute a retroactive Agreement with Dougherty Pump & Drilling, Inc. for general repairs and maintenance of the water system at Laguna Seca Recreation Area retroactive from June 15, 2021 through May 31, 2022, for an amount not to exceed \$25,000; and
- b. Approve and authorize the County Administrative Officer, or designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$2,500) of the agreement and do not significantly change the scope of work.

**Approved - Agreement No.: A-15476**

39. a. Authorize the County Counsel to execute an Agreement for Specialized Attorney Services



- (“Agreement”) with the Law Offices of Kelly Wachs, P.C., for independent consulting and legal services with respect to employment-based immigration law matters for the Monterey County Information Technology Department (“IT”), for a term retroactive to July 1, 2021 through June 30, 2023 and for a total agreement amount not to exceed \$30,000; and
- b. Accept the recommendation of the Director of IT to approve the non-standard automobile insurance provisions in the Agreement; and
  - c. Authorize the County Counsel to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$3,000) of the agreement amount and do not significantly change the scope of work.

**Agreement No.: A-15477**

- 40.** a. Ratify execution by Auditor-Controller of Amendment No. 2 to the Agreement (“Agreement”) with Hinderliter de Llamas & Associates for sales, use and transaction tax related services, extending the Agreement 1 year, for a revised full term of July 1, 2019 to June 30, 2021, and adding \$61,115 for a revised total contract amount of \$253,996; and
- b. Approve execution by the Auditor-Controller of a Renewal and Amendment No. 3 to the Agreement extending the Agreement 1 year, for a revised full term of July 1, 2019 to June 30, 2022, and adding \$43,025 for a revised total contract amount of \$297,021.

**Approved - Agreement No.: A-14510, Amendment No.: 2; Agreement A-14510**

- 41.** a. Approve and authorize the County Administrative Officer, or designee to execute Amendment 1 to the Agreement with Lapkoff & Gobalet Demographic Research, Inc. (hereinafter, “Lapkoff”) effective retroactive to June 8, 2021 through March 31, 2022, solely to cap the indemnification clause at the aggregate limits of CONTRACTOR’S insurance.

**Approved - Agreement No.: A-15259; Amendment No.: 1**

- 41.2** Approve and authorize the County Administrative Officer, or designee, to execute Amendment No. 2 to the Agreement with IndyCar, LLC, revising the Sanctioning Fee and payment schedule for the 2021 scheduled event at WeatherTech Raceway Laguna Seca, reducing the Sanctioning Fee and payment schedule for the 2021 scheduled event by \$200,000 for a revised contract amount not to exceed \$1,300,000, as requested by A&D Narigi Consulting, LLC. (ADDED VIA ADDENDA)

**Approved - Agreement No.: A-15188; Amendment No.: 2**

- 41.3** a. Approve and authorize the County Administrative Officer, or designee, to execute an Agreement with INDYCAR, LLC for the production and execution of an annual major race event at WeatherTech Raceway Laguna Seca in the years 2022-2024 for a total Sanctioning Fee of \$1,350,000 per year if not the finale event and \$1,600,000 per year if the finale event, as requested by A&D Narigi Consulting, LLC; and
- b. Approve and authorize the County Administrative Officer, or designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$160,000) and do not significantly change the scope of work. (ADDED VIA ADDENDA)

**Approved - Agreement No.: A-15478**

**Housing and Community Development****Agreement No.: A-12637; Amendment No.: 6**

42. a. Approve and accept a Conservation and Scenic Easement Deed covering approximately 25,894 square feet (0.594 acre) for Assessor's Parcel Number 008-012-013-000 as a required condition of approval 9 in Planning Commission Resolution No 17-048, and authorize the Chair to sign the Acceptance and Consent to Recordation; and
- b. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.

**Project Name:** PLN160144 - VIRNIG CONSERVATION AND SCENIC EASEMENT DEED**Project Location:** 1154 The Dunes, Pebble Beach**Proposed CEQA action:** Pursuant to Section 15378(b)(5) of the CEQA Guidelines this action is not considered a project. As such, no action is warranted.**Approved****Public Works, Facilities and Parks**

43. a. Approve an Agreement for Purchase of Real Property to purchase a Permanent Roadway Easement and a Temporary Construction Easement, (0.207 acres, and 0.017 acres respectively) between the County of Monterey and The Bluffs Homeowner Association, (APN 203-061-001), in the amount of \$20,700 for right-of-way for the construction of the Davis Road Bridge Replacement and Road Widening project, Project No. 3600; and
- b. Authorize the Director of Public Works, Facilities, and Parks or their designee to execute the Agreement for Purchase of Real Property to purchase a Permanent Roadway Easement and a Temporary Construction Easement.
- c. Authorize the Director of Public Works to execute the Certificate of Acceptance and Consent to Recordation of the Permanent Easement with the County Recorder.

**Approved - Agreement No.: A-15479**

44. a. Approve Professional Services Agreements with the following ten (10) contractors: Kasavan Architects, Inc., Kitchell/CEM, Inc., Lionakis, Nacht & Lewis Architect, Inc., Nichols, Melburg & Rossetto Architects, The Paul Davis Partnership, LLP, RIM Architects (CA), LLP, Sally Swanson Architects, Inc., The KPA Group, Wald, Ruhnke & Dost Architects, LLP, to provide on-call architectural and engineering design services for various projects located in Monterey County pursuant to Request for Qualifications (RFQ) #10790, amounts not to exceed \$5,000,000 each, for a combined total of \$50,000,000, for a term of three (3) years beginning August 1, 2021 to July 31, 2024, with the option to extend each Agreement for up to two (2) additional years;
- b. Approve additional term extensions beyond the anticipated five (5) year term with no increase to the dollar amount or change in the scope of work limited to project(s) initiated during the initial five (5) year term to allow continuity of services for active projects, subject to review and approval by the Office of the County Counsel and the Contract/Purchasing Officer or Contracts/Purchasing Supervisor; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the

Professional Service Agreements and future amendments to each Agreement where the amendments do not increase the approved amount of each Agreement subject to the review and approval as to form of any future amendments by the Office of the County Counsel.

**Approved - Agreement No's: A-15480 through A-15489**

45. a. Approve a one-time Special Event Agreement between Spartan Race, Inc. and the County of Monterey to hold a Monterey Spartan Super and Sprint Race Event at Toro County Park on August 21-22, 2021;
- b. Find that the one-time Monterey Spartan Super and Sprint Race Event scheduled for August 21-22, 2021, at Toro County Park in Monterey County, is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15304(e) of the CEQA Guidelines; and
- c. Authorize the Public Works, Facilities, & Parks Director or designee to sign the Special Event Agreement between Spartan Race, Inc. and the County of Monterey.

**Approved - Agreement No.: A-15490**

46. a. Adopt the Monterey County 2021 Construction Task Catalogs, Job Order Contracting (JOC) 2021 - Roads & Bridges Project Specifications and JOC 2021 - Facilities Project Specifications, and Monterey County 2021 Technical Specifications for JOC 2021, Project No. JOC 2021, Bid No. Roads & Bridges 2021-01, Bid No. Roads & Bridges 2021-02, and Bid No. Roads & Bridges 2021-03, Bid No. Roads & Bridges 2021-04, and Project No. JOC 2021, Bid No. Facilities 2021-01, Bid No. Facilities 2021-02, Bid No. Facilities 2021-03, and Bid No. Facilities 2021-04;
- b. Authorize the Department of Public Works, Facilities, & Parks Director to advertise for bids in the Monterey County Weekly;
- c. Support lowest bid price as the basis of award for the FY 2021/22 JOC bids.

**Adopted**

47. a. Authorize the Public Works, Facilities and Parks (PWFP) Director to execute Amendment No. 3 to the Board of State and Community Corrections (BSCC) SB 81 Round 1 Local Youthful Offender Rehabilitative Facility Construction Agreement for Monterey County New Juvenile Hall (Agreement) in a form substantially similar to the "Execution Copy" of said Amendment No. 3, which amends the project milestone schedule;
- b. Ratify execution of Amendment No. 1 and Amendment No. 2 to the Agreement by the Chair of the Board of Supervisors which updated the New Juvenile Hall Project milestone schedule;
- c. Authorize the PWFP Director to execute future amendments to the Agreement to amend, update and extend the project milestone schedule as necessary and subject to the approval of the BSCC and the Office of the County Counsel.

**Approved - Agreement No.: A-14956; Amendment No.: 3**

48. a. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute a Non-Standard Agreement with The Gordian Group, Inc. and approve the recommendation of the PWFP Director to accept all non-standard provisions in the Agreement, including insurance terms, to extend the JOC program under Sourcewell Agreement 050421-GCI through June 7, 2025 (Attachment A); and

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to the Standard Agreement to match any term extension of Sourcewell Agreement 050421-GCI through June 7, 2025, subject to review and approval by the Office of the County Counsel.

**Approved - Agreement No.: A-15491**

49. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment 1 to the Lease Agreement (adopted by Resolution 19-267) extending the lease term through January 2, 2023 with Jimmy Panetta, 20th District Congressman, a Member of the United States House of Representatives for 2,390 square feet of general office space located at 142 West Alisal Street, First Floor, East Wing, Salinas, California for \$2,400 per month;
- b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the United States House of Representatives District Office Lease Attachment for the 117th Congress; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments and congressional lease attachments under similar terms, conditions and format if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Management.

**Approved - Agreement No.: A-15492; Amendment No.: 1**

50.

#### **ADDENDA**

##### **Added to General Government - Consent**

41.1 Approve and authorize the County Administrative Officer, or designee, to execute Amendment No. 2 to the Agreement with IndyCar, LLC, revising the Sanctioning Fee and payment schedule for the 2021 scheduled event at WeatherTech Raceway Laguna Seca, reducing the Sanctioning Fee and payment schedule for the 2021 scheduled event by \$200,000 for a revised contract amount not to exceed \$1,300,000, as requested by A&D Narigi Consulting, LLC.

- 41.2 a. Approve and authorize the County Administrative Officer, or designee, to execute an Agreement with INDYCAR, LLC for the production and execution of an annual major race event at WeatherTech Raceway Laguna Seca in the years 2022-2024 for a total Sanctioning Fee of \$1,350,000 per year if not the finale event and \$1,600,000 per year if the finale event, as requested by A&D Narigi Consulting, LLC; and
- b. Approve and authorize the County Administrative Officer, or designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$160,000) and do not significantly change the scope of work.

##### **Removed from Schedule 1:30 p.m. - Scheduled Matters**

17. a. Receive an update from Environmental Health and Sustainability Program staff regarding the

County Action Plan and enforceable ordinance for SB 1383; and

- b. Provide a recommendation to staff on discretionary policy questions involving whether to allow Self Hauling of organic waste, inspection, and enforcement; and
- c. Provide direction to staff.

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Friday, July 30, 2021**

**2:30 PM**

**Special Meeting**

## **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*

**2:30 P.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams and Supervisor Luis A. Alejo all appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Julian Lorenzana, Board Clerk appeared in person. Valerie Ralph, Clerk of the Board prepared the minutes.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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 MooreEmployee Organization(s): All Units

**Public Comments**

Open for public comments; Wes White and Timothy Heaven, in person, and Wildfire and Bella Maddox, via Zoom, commented.

**The Board Recessed for Closed Session Agenda Items****2:45 P.M. - Reconvened on Public Agenda Items****Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Chris Lopez, Supervisor John M. Phillips, Supervisor Mary L. Adams and Supervisor Luis A. Alejo all appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Julian Lorenzana, Board Clerk appeared in person. Valerie Ralph, Clerk of the Board prepared the minutes.

**Pledge of Allegiance**

Not called for.

**Additions and Corrections by Clerk**

There were no additions and corrections for the agenda.

**2:45 P.M. - Scheduled Matters**

2.
  - a. Public Health Update on COVID-19;
  - b. Presentation on current State and Federal Guidance and Mandates for COVID-19;
  - c. Consider updates to the Emergency Response Manual & COVID-19 Prevention Program to add provisions regarding COVID-19 vaccinations, verifications, and/or testing for certain categories of County employees or all County employees;
  - d. Consider updates to the Emergency Response Manual & COVID-19 Prevention Program regarding face covering requirements, for employees and non-employees entering County facilities;
  - e. Consider updates to the Emergency Response Manual & COVID-19 Prevention Program to require employees to complete the Self-Certification of COVID-19 Vaccination Status; and,
  - f. Provide other related direction.

Dr. Edward Moreno, Health Officer, via Zoom, from the Health Department presented via PowerPoint presentation.

Ariana Hurtado, Program Manager and Irma Ramirez-Bough, Director from the Human Resources Department, both in person, presented via PowerPoint presentation.

Elsa Jimenez, Director from the Health Department, Janine Bouyea and Dr. Chad Harris from Natividad Medical Center, all via Zoom, presented verbally and via PowerPoint presentation.

Open public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

- a. Receive a Public Health Update on COVID-19;
- b. Presentation on current State and Federal Guidance and Mandates for COVID-19;
- c. Update the Emergency Response Manual & COVID-19 Prevention Program to add provisions regarding mandatory COVID-19 vaccinations, verifications, and/or testing for all County employees;
- d. Update the Emergency Response Manual & COVID-19 Prevention Program regarding face covering requirements, for employees and non-employees entering County facilities;
- e. Update to the Emergency Response Manual & COVID-19 Prevention Program to require employees to complete the Certification of COVID-19 Vaccination Status on the County App or in paper; and,
- f. Directed staff to implement the vaccination policy by August 16, 2021, and 30 days from there employees to show proof of vaccination and or exemption.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE



Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:  
Authorize the Natividad Interim CEO and CAO (or designee) to adopt COVID-19 policies and  
procedures consistent with those implemented by other health care entities in the County.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:  
Delegate authority to the County Administrative Officer to proceed with the mask mandate for  
indoor County buildings on a timeline as deemed appropriate by the County Administrative  
Officer.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

**Adjourned**

The Board was adjourned by Chair Supervisor Wendy Root Askew

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH  
CLERK OF THE BOARD  
APPROVED ON** \_\_\_\_\_

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, August 24, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Call to Ordered**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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 MooreEmployee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) Ben Draeger (Worker's Compensation Appeals Board case no. ADJ12559684)
  - d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
    - (1) Ruth Gallegos
  - e. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
  - f. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
    - (1) Property: 1011 Broadway Street, King City, CAAgency Negotiator(s): Agricultural Commissioner, Henry Gonzalez and Public Works Facilities and

Parks Director, Randell Ishii

Negotiating Parties: Larry Hayes representing the Joan Miller Living Trust dtd September 25, 1996

Under negotiation: Price and terms

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

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

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

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

**c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:**  
**(1) Ben Draeger (Worker's Compensation Appeals Board case no. ADJ12559684)**

**d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.**  
**(1) Ruth Gallegos**

**e. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.**

**f. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:**  
**(1) Property: 1011 Broadway Street, King City, CA**  
**Agency Negotiator(s): Agricultural Commissioner, Henry Gonzalez and Public Works Facilities and Parks Director, Randell Ishii**  
**Negotiating Parties: Larry Hayes representing the Joan Miller Living Trust dtd September 25, 1996**  
**Under negotiation: Price and terms**

**g. 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**

Open for public comments; Wes White, Antoine Hunter, Wildfire, Rita Acosta, David Rosen, Araceli Flores, Melissa Edwards, Richard (no last name provided), in person, and Melanie Hackett, Elizabeth Tyler, Belen Macias, and Melanie Taytroft, via Zoom, commented.

### **The Board Recessed for Closed Session Agenda Items**

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

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Cheryl Hawkins, Nurse at Natividad Medical Center.

**Additions and Corrections by Clerk**

There were no additions and corrections for the agenda.

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolution 2 through 7.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

2. Adopt a resolution in appreciation of William L. Perocchi for 22 years of corporate leadership and community philanthropy as CEO of Pebble Beach Company. (Full Board - Supervisor Phillips)  
**Adopted Resolution No. 21-265**
3. Adopt a resolution recognizing Mary Tatum for her twenty-three years of Service with the Monterey County District Attorney's Office. (Full Board - Supervisor Askew)  
**Adopted Resolution No. 21-269**
4. Adopt a resolution recognizing Aera Energy as the recipient of the King City Chamber of Commerce and Agriculture's 2020 Business of the Year Award. (Full Board - Supervisor Lopez)  
**Adopted Resolution No. 21-267**

5. Adopt a resolution recognizing Dawn Owens as the recipient of the King City Chamber of Commerce and Agriculture's 2020 Friend of the Community Award. (Full Board - Supervisor Lopez)

**Adopted Resolution No. 21-268**

6. Adopt a resolution recognizing Steve Adams as the recipient of the King City Chamber of Commerce and Agriculture's 2020 Citizen of the Year Award. (Full Board - Supervisor Lopez)

**Adopted Resolution No. 21-270**

7. Adopt a resolution in appreciation of Women's March Monterey Bay and declaration of Women's Equality Day. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-266**

### **Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to appoint/reappoint/confirm Item No.'s 8 - 13.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

8. Confirm reappointment of Richard Hughett to the Monterey County Fish and Game Advisory Commission, with a term ending date of February 1, 2024. (Supervisor Alejo)

**Confirmed reappointment**

9. Appoint Ray John Coopersmith to the Northern Salinas Valley Mosquito Abatement District, with a term ending date of January 2, 2022. (Full Board)

**Appointed**

10. Appoint Larry Samuels to the Economic Opportunity Committee, with a term ending date of Pleasure of the Board. (Full Board)

**Appointed**

11. Appoint Marc Del Piero as an alternate member II with a 2 year term, beginning September 6, 2021 to the Monterey County Assessment Appeals Board, with a term ending date of September 4, 2023. (Supervisor Lopez)

**Appointed**

12. Reappoint Cristina Sotelo to the Monterey County Children & Families Commission, with a term

ending date of September 28, 2024. (Full Board)

**Reappointed**

- 13.** Reappoint Julia Pederson, MD to the Monterey County Children & Families Commission with a term ending date of September 21, 2024. (Full Board)

**Reappointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Bernie Gomez, Robert Roach, Natasha Elliott, and Aaron Johnson, all via Zoom, commented.

Supervisor Chris Lopez pulled Item No.66, Supervisor John M. Phillips pulled Item No.'s 58 and 59, Supervisor Luis A. Alejo pulled Item No.'s 29 and 44 for comments and Supervisor Wendy Root Askew pulled Item No. 59, for comment and requested a separate vote be taken on Item No.'s 45 and 57.

A motion was made by Supervisor Chris Lopez seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item No.'s 22 through 66 excluding Item No.'s 45 and 57 as a separate vote will be taken on those items.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams with Supervisor Wendy Root Askew voting no, to approve Consent Calendar Item Number No.'s 45 and 57.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: NAY

Motion carried 4 to 1

**General Public Comments**

- 14.** General Public Comments

Open for general public comments for items not on today's agenda; Robert Roach, Sergio Silva and Jennifer Rosenthal, all via Zoom, commented.

**12:00 P.M. - Recessed to Lunch back into Closed Session.**

**1:30 P.M. - Reconvened****Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

**Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board** appeared in person.

**Announcement of Interpreter**

**Jocelyn Martinez, Spanish Interpreter** present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

- 15.** Adopt a resolution to confirm prior Board action and consider modification to:
- a. Require COVID-19 vaccination for all County employee;
  - b. Require all County employees to complete the employee certification of COVID-19 Vaccination Status effective August 16, 2021;
  - c. Require all employees and members of the public to use face coverings while inside County facilities and workplaces regardless of vaccination status effective August 16, 2021;
  - d. Revise the date for vaccine compliance from September 15, 2021 to September 30, 2021;
  - e. Require employees who are not fully vaccinated and are granted an authorized medical or religious exemption to submit to weekly COVID-19 testing (or twice weekly for Natividad Hospital personnel) and wear appropriate Personal Protective Equipment (PPE);
  - f. Direct the Human Resources Department to implement appropriate corrective/disciplinary action for employees who are non-compliant with COVID-19 vaccination, certification of COVID-19 vaccination status, testing, and face covering requirements;
  - g. Direct the Natividad Interim Chief Executive Officer and County Administrative Officer or designee to adopt COVID-19 policies and procedures consistent with those implemented by other health care entities in the County as appropriate;
  - h. County contractors, whose employees report to work regularly at County facilities including both buildings and grounds, are required to ensure compliance by their employees with the COVID-19 vaccination requirements of proof of COVID-19 vaccination or weekly COVID-19 testing, as outlined herein;
  - i. Provide other direction to staff.

**Ariana Hurtado, Program Manager, and Wendell Sells, Management Analyst III** both from the Human Resources Department, in person, with Jan Holmes, Deputy County Counsel from the County Counsel office also in person presented via PowerPoint presentation.

**Open for public comments; William Hija, and Jovany Luna Correa, both via Zoom, and Marisela Ramirez and Devilla Aperson** both in person, commented.



A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to adopt Resolution No. 21-272 to confirm prior Board action and consider modification to:

- a. Require COVID-19 vaccination for all County employee;
- b. Require all County employees to complete the employee certification of COVID-19 Vaccination Status effective August 16, 2021;
- c. Require all employees and members of the public to use face coverings while inside County facilities and workplaces regardless of vaccination status effective August 16, 2021;
- d. Revise the date for vaccine compliance from September 15, 2021 to September 30, 2021;
- e. Require employees who are not fully vaccinated and are granted an authorized medical or religious exemption to submit to weekly COVID-19 testing (or twice weekly for Natividad Hospital personnel) and wear appropriate Personal Protective Equipment (PPE);
- f. Direct the Human Resources Department to implement appropriate corrective/disciplinary action for employees who are non-compliant with COVID-19 vaccination, certification of COVID-19 vaccination status, testing, and face covering requirements;
- g. Direct the Natividad Interim Chief Executive Officer and County Administrative Officer or designee to adopt COVID-19 policies and procedures consistent with those implemented by other health care entities in the County as appropriate;
- h. County contractors, whose employees report to work regularly at County facilities including both buildings and grounds, are required to ensure compliance by their employees with the COVID-19 vaccination requirements of proof of COVID-19 vaccination or weekly COVID-19 testing, as outlined herein;
- i. Provide other direction to staff.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**16. PLN180523 - ISABELLA 2 LLC**

Public hearing to consider an appeal by The Open Monterey Project from the May 26, 2021, decision of the Monterey County Planning Commission to approve an application to allow: construction of a 2,100 square foot two-story single-family dwelling, with 318 square feet of decks; development within 750 feet of known archaeological resources; modification of parking standards; an increase to the allowed floor area from 45 percent to 58.4 percent; and relocation of 4 Coast Live oak trees.

**Project Location:** 26308 Isabella Avenue, Carmel, Carmel Area Land Use Plan, Coastal Zone

**Proposed CEQA Action:** Consider and adopt a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Plan.

Public hearing commenced for PLN180523 - ISABELLA 2 LLC.

Joe Sidor, Senior Planner, via Zoom, from the Housing Community Development Department presented via PowerPoint presentation on:

To consider an appeal by The Open Monterey Project from the May 26, 2021, decision of the Monterey County Planning Commission to approve an application to allow: construction of a 2,100 square foot two-story single-family dwelling, with 318 square feet of decks; development within 750 feet of known archaeological resources; modification of parking standards; an increase to the allowed floor area from 45 percent to 58.4 percent; and relocation of 4 Coast Live oak trees.

**Project Location:** 26308 Isabella Avenue, Carmel, Carmel Area Land Use Plan, Coastal Zone

**Proposed CEQA Action:** Consider and adopt a Mitigated Negative Declaration and a Mitigation

**Monitoring and Reporting Plan.**

Anthony Lombardo, Attorney, in person, presented on behalf of the applicant, via PowerPoint presentation.

Molly Erickson, Attorney, via Zoom, verbally presented on the behalf of the appellant.

Open for public comments; Carolyn Strauss and Studio Carver, both via, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to adopt Resolution No. 21-273 to:

- a. Deny the appeal of The Open Monterey Project from the Planning Commission's May 26, 2021 environmental determination and approval of a Combined Development Permit;
- b. Adopt a Mitigated Negative Declaration;
- c. Approve a Combined Development Permit consisting of:
  - (1) Coastal Administrative Permit and Design Approval to allow construction of a 2,100 square foot two-story single-family dwelling, with 318 square feet of deck area;
  - (2) Coastal Development Permit to allow development within 750 feet of known archaeological resources;
  - (3) Coastal Administrative Permit to allow the modification of parking standards, including no covered parking and authorization to allow parking within the front setback to count toward the required parking;
  - (4) Coastal Development Permit to allow relocation of 4 Coast Live oak trees; and
  - (5) Variance to allow an increase to the allowed floor area from 45 percent to 58.4 percent; and
- c. Adopt a Condition Compliance and Mitigation Monitoring and Reporting Plan.

A draft resolution, including findings and evidence, is attached for consideration (Attachment B). Staff recommends approval subject to twenty-five conditions, including 4 mitigation measures.

**PROJECT INFORMATION**

Property Owner: Isabella 2 LLC

Agent: Anthony Lombardo & Associates

APN: 009-451-015-000

Zoning: Medium Density Residential, 2 units per acre, Design Control Overlay, 18-foot height limit (Coastal Zone) [MDR/2-D (18)(CZ)]

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

17.
  - a. Consider approval of the response to the 2020 - 2021 Monterey County Civil Grand Jury Report: "An Examination of Monterey County Contracting and Purchasing Practices" and
  - b. Authorize the County Administrative Officer to submit the approved response to the Judge of the Superior Court, County of Monterey, by August 24, 2021.

Nick Chiulos, Assistant County Administrative Officer, in person, from the County Administrative office made opening remarks with Debra Wilson, Contracts Purchasing Officer from the Contracts Purchasing Department and DeWayne Woods, Assistant County Administrative Officer from the Budget Department, both via Zoo, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

- a. Approve the response to the 2020 - 2021 Monterey County Civil Grand Jury Report: "An Examination of Monterey County Contracting and Purchasing Practices" and
- b. Authorize the County Administrative Officer to submit the approved response to the Judge of the Superior Court, County of Monterey, by August 24, 2021.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

18. Adopt a resolution of Necessity Finding and determining that:
- a. The Public Interest and Necessity Require the Hartnell Bridge Replacement Project (Project).
  - b. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
  - c. The property sought to be acquired is necessary for the Project.
- CEQA Action:* Mitigated Negative Declaration adopted by the Board of Supervisors on January 23, 2018.
- Project Location:* Intersection of Hartnell Road and Alisal Road, south of the City of Salinas.
- Property Owners of record:* Francisco M. Basaldua, Lucia N. Basaldua, Juan Basaldua, Julie B. Basaldua, Benajamin Basaldua, Louanna S. Basaldua.

Randy Ishii, Director of the Public Works, Facilities and Parks, via Zoom, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to adopt Resolution No. 21-274 of Necessity finding and determining that:

- a. The Public Interest and Necessity Require the Hartnell Bridge Replacement Project (Project).
- b. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
- c. The property sought to be acquired is necessary for the Project

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### Other Board Matters

Agenda items in this section are called out of order as follows: Item No. 20, Item No, 21 and lastly Item No.19

**20. County Administration Officer Comments and Referrals**

Charles McKee, County Administrative Officer from the County Administrative office commented and shared there is one new referral this week:

One new referral from Supervisor Luis A. Alejo: Referral 2021.14:

Referral Purpose: Assess and map existing electric vehicle charging stations and infrastructure in Monterey County, and expand investment in unserved/underserved areas and disadvantaged communities of Monterey County.

Open for public comments; no comments made.

County Administrative Officer comments/referrals can be heard by clicking the following link:

<https://monterey.granicus.com/player/clip/4326>

**21. Conduct an annual review of outstanding Board of Supervisors Referrals.**

Charles McKee, County Administrative Officer from the County Administrative office, in person, verbally presented, responded, and questioned the outstanding Board Referrals the Supervisors had inquires on, in addition, to taking further direction on how to move forward on the outstanding Board of Supervisors Referrals.

Upon consensus the Board:

Conducted an annual review of outstanding Board of Supervisors Referrals and provided input on selected referrals they had submitted.

Open for public comments; no public comments made.

**19. Board Comments**

Board Comments can be heard by clicking the following link:

<https://monterey.granicus.com/player/clip/4326>

Open for public comments; no public comments made.

**Read Out from Closed Session by County Counsel****CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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

The Board came to a tentative agreement with Unit L regarding a 3 year Memorandum of Understanding on item 1.b.(1).

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Ben Draeger (Worker's Compensation Appeals Board case no. ADJ12559684)

The Board took no reportable actions on items 1.c.(1)

d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.

(1) Ruth Gallegos

The Board took no reportable actions on items 1.d.(1)

e. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.e.

f. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: 1011 Broadway Street, King City, CA

Agency Negotiator(s): Agricultural Commissioner, Henry Gonzalez and Public Works Facilities and Parks Director, Randell Ishii

Negotiating Parties: Larry Hayes representing the Joan Miller Living Trust dtd September 25, 1996

Under negotiation: Price and terms

The Board took no reportable actions on items 1.f.(1)

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

The Board took no reportable actions on items 1.g.

### Adjourned

The meeting was adjourned in Memory of Alfred Diaz-Infante, Carlos Ramos and Jan Knippers Black at 4:30 p.m. by Chair Supervisor Wendy Root Askew

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR**  
**BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON** \_\_\_\_\_

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

- 22.1** Authorize the execution by the Interim Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee of amendments to an agreement with Huffmaster Crisis Response, Inc., for nurse and allied professional staffing services in the event of a labor strike at Natividad Medical Center, to increase the current maximum liability of \$93,988 in additional amounts as needed, until the conclusion of the labor dispute. (ADDED VIA ADDENDA)

**Approved - Agreement No.: A-15495**

**Health Department**

- 23.** a. Approve and authorize a Fair Share Agreement Memorandum of Understanding (MOU) between the County of Monterey and the Monterey Regional Waste Management District (MRWMD) regarding technical assistance and compliance with California Senate Bill 1383; and  
b. Approve and authorize the Director of Health to sign the MOU; and  
c. Authorize the payment provisions as contained in the MOU.

**Approved - Agreement No.: A-15496**

- 24.** a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Master Services Agreement with Accela, Inc. for the provision of software license subscription, and software maintenance/support in a vendor hosted environment for the retroactive term July 1, 2021 through August 31, 2024 in an aggregate amount not to exceed \$431,089, including non-standard terms regarding limitation of liability and indemnification as recommended by the Director of Health; and  
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$43,108) of the original Accela, Inc. Master Services Agreement amount and do not significantly alter the scope of services; and  
c. Approve and authorize the Director of Health or Assistant Director of Health to sign a Master Services Agreement with SEP Technology Consulting, LLC for the provision of the Accela EH Civic application implementation project services for the term September 1, 2021 through March 31, 2023 in an amount not to exceed \$304,373 as recommended by the Director of Health; and  
d. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$30,437) of the original Master Services Agreement with SEPT Technology Consulting, LLC amount and do not significantly alter the scope of services.

**Approved - Agreement No. A-15493**

- 25.** a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement with Johnson Controls, Inc. to provide repair and maintenance service on heating, ventilation, and air conditioning (HVAC) systems for the Health Department, in the amount not to exceed, \$39,720, for the term retroactive to July 16, 2021 through July 15, 2024; 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%) (\$3,972) of the original Agreement and will not significantly change the Agreement.

**Approved - Agreement No.: A-15497**

- 26.** Approve and authorize the Director of Health or Assistant Director of Health, to execute on behalf of the County of Monterey standard agreements, and any amendments thereto, for continued funding from public and private local, State, and Federal agencies for designated programs and to sign subcontractor agreements associated with our continued funding agreements for designated programs. Programs and their associated agreements were identified in an “Attachment A- Program Funding List” to the Board Report.

**Approved - Agreement No.: A-15498**

- 27.** Approve and authorize the Director of Health or the Assistant Director of Health to sign Amendment No. 1 to the Agreement with First Alarm for the purchase and installation of new monitoring equipment for two (2) new freezers and for on-going building security system monitoring and equipment monitoring services, for the Seaside Family Health Center located at 1156 Fremont Boulevard, Seaside, California, increasing the Agreement by \$6,145 a total Agreement not to exceed, \$8,935, and to extend the term two (2) years for an extended term retroactive to July 1, 2021, for an extended Agreement term of July 1, 2018 through June 30, 2023.

**Approved - Agreement No.: A-15499; Amendment No.: 1**

- 28.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Kenneth V. Hardy retroactive to August 1, 2021, for the provision of training and consultation services for a total Agreement not to exceed \$159,700 for the term beginning August 1, 2021 through June 30, 2024; and
- b. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$15,970) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15500**

- 29.** a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement with the City of Gonzales (Contractor) to provide up to 200 internet hot spot devices from the Contractor’s “Community Wireless Internet Program”, to be used by Community Health Workers to connect residents to testing and vaccination appointments or needed social resources in the amount of \$27,000, for the term retroactive to January 1, 2021 through December 31, 2021; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to approve up to three (3) future amendments up to ten percent (10%) (\$2,700) of the original Agreement amount, which does not significantly alter the scope of services.

**Approved - Agreement No.: A-15501**



30. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding between the San Andreas Regional Center and Monterey County Health Department, Behavioral Health Bureau retroactive to July 1, 2021 through June 30, 2024, to formalize the protocols for psychiatric services for Monterey County residents with co-occurring developmental and psychiatric disabilities.

**Approved - Agreement No.: A-15502**

31. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Mental Health Services Agreement A-14355 with Seneca Family of Agencies dba Kinship Center to add \$1,703 of additional services retroactive to July 1, 2020 for a revised total Agreement amount not to exceed \$13,324,319 for the same term July 1, 2019 to June 30, 2022.

**Approved - Agreement No.: A-14355; Amendment No. 3**

32. Approve and authorize the recommendation of the Director of Health or Assistant Director of Health to accept language modification to the Student Placement Agreement with The Trustees of the California State University on behalf of San José University for the placement of students within the Health Department to complete internship/externship assignments as part of their field education for their respective field of study for Fiscal Year (FY) 2021-22 through FY 2025-26.

**Approved - Agreement No.: A-15503**

33. Approve and authorize the Contracts/Purchasing Officer to execute a Renewal & Amendment No 2 to the Standard Agreement with Action Council of Monterey County, Inc. in the total maximum amount of \$413,580 to extend the term for two (2) additional fiscal years for a new term of July 1, 2018 to June 30, 2023.

**Approved - Agreement No.: A-14505; Amendment No.: 2**

34. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No 1 to Mental Health Services Agreement #A-15270 with Harmony at Home to add the Teen Success Program for comprehensive, trauma-informed services for young women who become mothers as teens and their children and revise the total Agreement amount from \$182,240 to \$332,240 which represents an increase of \$75,000 for Fiscal Year (FY) 2021-22, and \$75,000 for FY 2022-23.

**Approved - Agreement No.: A-15270; Amendment No.: 1**

35. Authorize the Director of Health or Assistant Health Director to increase the maximum liability of the Master Services Agreement No. A-14282 with Qualtrics, LLC., for the provision of a survey software platform subscription hosted by the vendor and professional services as needed by \$1,580 for a total Agreement amount not to exceed \$58,460 and extending agreement by 3 months to June 30, 2022.

**Approved - Agreement No.: A-15504**

36. a. Ratify execution by the Director of Health a Certification Regarding Non-Application of Relocation

Benefits document, executed in partnership with Interim Inc. and the County of Monterey (collectively the “Sponsor”) for the benefit of the Department of Housing and Community Development (DHCD), dated June 17, 2021, to show and certify that no relocation plan was necessary for the project, known as Sun Rose Housing, located at 439 Soledad Street, Salinas, California; and

b. Ratify execution by the Director of Health an Indemnification Agreement, executed in partnership with Interim, Inc. and the County of Monterey (collectively the “Sponsor”) for the benefit of the DHCD, dated June 17, 2021, to allow the DHCD to be held harmless in connection with any and all potential legal costs and liabilities in conjunction with accepting certification from Sponsor that no relocation plan was necessary.

**Approved - Agreement No.: A-15505**

37. Introduce, waive the reading, and set September 14, 2021 at 10:30 a.m. as the date and time to adopt an ordinance adding Chapter 2.46 to the Monterey County Code to establish the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

**Approved**

38. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a one (1) year and ten (10) month Mental Health Services Agreement (September 1, 2021 - June 30, 2023) with Partners for Peace to provide culturally relevant parenting classes for Monterey County families in the amount of \$120,000 for Fiscal Year (FY) 2021-22, and \$120,000 for FY 2022-23, for a total Agreement amount not to exceed \$240,000; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$24,000) of the original Agreement amount and do not significantly change the scope of services.

**Approved - Agreement No.: A-15506**

39. Approve and authorize the Director of Health or the Assistant Director of Health to execute the First Amendment to the Medi-Cal Capacity Grant Agreement Number 0120-MCHD-BH-CI between the Central California Alliance for Health (the Alliance) and the County of Monterey, on behalf of the Monterey County Health Department Behavioral Health Bureau, to modify the East Salinas Sanborn Clinic project’s financial model from a lease/back contract with a developer to a traditional bid-build process to secure a contract with a construction contractor, revise the respective due dates for each phase of project, and extend the term of the Agreement from 43 to 51 months for a new end date of November 25, 2024, to be effective on the date of final execution by the Alliance.

**Approved - Agreement No.: A-15507**

40. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No 1 to Mental Health Services Agreement #A-15379 with Pajaro Valley Prevention and Student Assistance, Inc. to add the “Proyecto Contigo/With You Project” consisting of culturally relevant outreach and engagement activities in the communities of Las Lomas, Pajaro and Royal Oaks and to revise the total Agreement amount from \$780,000 to \$934,133 which represents an increase of

\$75,829 for Fiscal Year (FY) 2021-22, and \$78,304 for FY 2022-23.

**Approved - Agreement No.: A-15379; Amendment No.: 1**

**Department of Social Services**

**41.** Adopt a resolution to:

It is recommended that the Board of Supervisors adopt a resolution to:

- a. Approve an increase of appropriations and estimated revenues of \$161,250 for the Great Plates Delivered and Senior Meal Program thru Operations of Emergency Services 001-1050-CAO005-8541 FY 2021-22 Adopted Budget to provide meals to Seniors Sheltering through July 9, 2021(4/5ths vote required); and
- b. Direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and estimated revenues by \$161,250 in Office of Emergency Services 001-1050-CAO005-8541 (4/5ths vote required).

**Adopted Resolution No.: 21-275**

**Criminal Justice**

- 42.** a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a three-year non-standard agreement with West Publishing Corporation in an amount of \$144,286, for Clear ProFlex retroactive to July 1, 2021 to June 30, 2024; and
- b. Authorize the Monterey County Sheriff's Office Information Technology Manager to sign appropriate documents and verifications when required.

**Approved - Agreement No.: A-15508**

- 43.** a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a three (3) year agreement between the Sheriff's Office and Quinn Company dba Quinn Power Systems in the amount of \$60,000, to provide preventative maintenance services, load bank testing and emergency repair services from August 25, 2021 to June 30, 2024; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign up to two (2) future one (1) year amendments to the agreement where the amendments do not significantly change the scope of work, and where the amendments do not increase the contract value more than \$25,000.00 per amendment for a maximum, not to exceed amount of \$110,000.

**Approved - Agreement No.: A-15509**

- 44.** a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a two (2) year agreement between the Sheriff's Office and the Department of State Hospitals for an amount not to exceed \$3,380,265, to host a regional Jail Based Competency Treatment program in the Monterey County Jail retroactive to July 1, 2021 with a term ending date of June 30, 2023; and
- b. Authorize and direct the Auditor-Controller to amend the Sheriff's Office FY 2021-22 Adopted Budget to increase appropriations by \$79,387, in 001-SHE003-2300-8238-6610 financed by

increased revenues of \$79,387 in 001-SHE003-2300-8238-5050 (4/5 vote required).

**Approved - Agreement No.: A-15510**

**General Government**

45. a. Approve a non-standard, retroactive agreement and authorize the County Administrative Officer, or designee, to sign an Agreement with Bottling Group, LLC accepting PepsiCo as Official Soft Drink and Bottled Water partner at WeatherTech Raceway Laguna Seca effective January 1, 2021 through December 31, 2025; and
- b. Approve and authorize the County Administrative Officer, or designee, to execute up to two (2) future amendments to this Agreement where the total amendments do not exceed 10% of the remaining agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15511**

46. Adopt an ordinance amending Chapter 2.68 of the Monterey County Code to update and clarify the membership of the Monterey County Disaster Council, establish a Monterey County Operational Area Emergency Management Advisory Committee, and make minor non-substantive changes in language.

**Adopted Ordinance No. 5358**

47. Adopt a resolution to:
- a. Amend the County Administrative Office - Fleet Administration Budget Unit 1050-8451 - Fund 001 - Appropriation Unit CAO025 to reallocate and to approve the reclassification of one (1) Data Entry Operator II to one (1) Buyer I as indicated in Attachment A;
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget.

**Adopt Resolution No.: 21-276**

48. a. Approve and authorize the Director of the Information Technology Department or his designee to execute a non-standard Agreement with ePlus Technology, Inc. (ePlus), incorporating the terms of National Cooperative Purchasing Alliance (NCPA) Master Agreement 01-86 with Carahsoft Technology Corporation, for the purchase of software products and services for an amount not to exceed \$553,036, for the term July 1, 2021 through November 30, 2023; and
- b. Approve non-standard provisions as recommended by the Director of the Information Technology Department; and
- c. Approve and authorize the Director of Information Technology, or his designee, to execute order confirmations and such documents as are necessary to implement the agreement for the County's purchase of ePlus products, services, and support; and
- d. Approve and authorize the Director of Information Technology to execute up to three (3) amendments to this Agreement, extending the term by one (1) year each, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the cost of the original contract amount (\$55,304 maximum).

**Approved - Agreement No.: A-15512**

49. a. Authorize the Director of the Information Technology Department to execute an Agreement with SHI International Corporation, incorporating the terms of Sourcewell's existing technology agreement, to purchase Information Technology services, equipment, and products for the County for a term of August 15, 2021 through October 30, 2023, for a total amount not to exceed \$350,000; and
- b. Authorize the Director of the Information Technology Department to execute order forms and such documents as are necessary to implement the agreement with SHI International Corporation for IT products and services; and
- c. Accept non-standard contract provisions as recommended by the Director of Information Technology; and
- d. Authorize the Director of Information Technology to sign up to two (2) renewals, of one (1) year each, of the agreement, provided additional costs do not exceed ten percent (10%) of the yearly cost (\$17,500 yearly maximum additional cost), subject to County Counsel review and provided the terms of the agreement remain substantially the same.

**Approved - Agreement No.: A-15513**

50. a. Approve and authorize the Library Director or Designee to enter into a Professional Services Agreement (PSA) with DataFlow Business Systems Inc., for leased copiers and coin op machines to all Library locations, including services for maintenance, delivery, pick up, repair and toners supplies, retroactive from July 1, 2021 to June 30, 2024, in the amount of \$270,000.00 for a three (3) year period.
- b. Authorize the Library Director or Designee to execute up to three (3) future amendments to the agreement where the total amendments do not exceed 10% (\$27,000) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15514**

51. Approve and authorize the Library Director or Designee to enter into a Professional Services Agreement (PSA) with Clarks Pest Control of Stockton, Inc., in the amount not to exceed Four thousand dollars (\$4,000.00); for pest control maintenance, and abatement services for two (2) Library locations - Carmel Valley Library on a monthly service and Greenfield Library, every other month; retroactive from July 1, 2021 to June 30, 2022.

**Approved - Agreement No.: A-15515**

52. Approve and authorize the Contracts/Purchasing Officer, or her designee, to sign Renewal and Amendment No. 2 to the County Standard Services Agreement with B&T Service Station Contractors to extend the warranty and service for the new fuel pump dispensers and POS system in the Paddock at WeatherTech Raceway Laguna Seca and extend the date of the Agreement for a revised term of January 1, 2020 through December 31, 2021, with no change to the amount not to exceed \$100,000.

**Approved - Agreement No.: A-15128; Amendment No.: 2**

53. Approve a request from the North County Fire Protection District for dry period loan of \$3,500,000

for the Fiscal Year ending June 30, 2022.

**Approved**

- 54.** Receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2021 for the meetings held on January 27, 2021, February 24, 2021, March 31, 2021, April 28, 2021, May 26, 2021 and June 30, 2021.

**Approved**

- 55.** Receive the Action Minutes of the Capital Improvement Committee for the 1st and 2nd Quarters of 2021 for the meetings held on January 19, February 8, March 8, April 12, May 10, May 17, and June 14, 2021.

**Approved**

- 56.** Adopt a resolution to:
- a. Rescind portions of Resolution No. 15-084 only to the extent they are dependent on wildlife corridor issues, including: certifying the Harper Canyon (Encina Hills) Project Final Environmental Impact Report (EIR), adopting the findings, approving the Combined Development Permit, and adopting the Mitigation Monitoring and Reporting Plan for the Project;
  - b. Suspend any and all activities related to the Project except the preparation, circulation, and consideration under CEQA of a legally adequate EIR with regard to the wildlife corridor issues discussed in the Court of Appeal opinion;
  - c. Comply with CEQA by the preparation, circulation and consideration of a legally adequate EIR with regard to the wildlife corridor issues discussed in the Court of Appeal opinion before taking any further action on the Project; and
  - d. Authorize and direct the Office of the County Counsel to file with the Superior Court a return to the Second Amended Peremptory Writ of Mandate with a copy of this Resolution attached thereto, and take any other actions necessary to fully and promptly comply with the Writ.

**Adopted Resolution No.: 21-281**

- 57.** Adopt a resolution to:
- a. Establish Unit SPD as a new bargaining unit for Staff Nurse II - Per Diem and Nurse Practitioner III - Per Diem Nursing classifications.

**Adopted Resolution No.: 21-282**

- 58.** Receive a preliminary analysis report in response to Board Referral No. 2021.12 seeking Review of Cannabis Program Organizational Structure.

**Approved**

- 59.** Receive a preliminary analysis report in response to Board Referral Assignment No. 2021.11 - Juneteenth Holiday.

**Approved**

- 60.** a. Authorize the Director of Information Technology, or his designee, to execute an Agreement with Mainline Information Systems, incorporating the terms of Synnex Corporation's existing National Cooperative Purchasing Alliance "NCPA" Master Agreement No. 01-97, to purchase Information Technology products and business services, in the amount of \$1,000,000 for the term of August 15, 2021 through July 31, 2024; and
- b. Authorize the Director of Information Technology, or his designee, to execute order forms and such documents as are necessary to implement the agreement with Mainline Information Systems for the County's purchase of hardware, software, support, and cloud services on an as-needed basis and subscription renewals; and
- c. Accept non-standard contract provisions as recommended by the Director of Information Technology; and
- d. Authorize the Director of Information Technology to sign, subject to prior County Counsel review, two (2) additional future order forms and renewals, extending the term of the agreement for one (1) additional year per order form, provided any increases in cost do not exceed ten percent of the original contract amount (\$100,000 total maximum cost increase).

**Approved - Agreement No.: A-15516**

**Housing and Community Development**

- 61.** a. Approve Professional Services Agreement with Benchmark Land Use Group, Inc., dba Benchmark Resources for State of California Surface Mining and Reclamation Act annual inspection services (RFP No. 10761) for a total amount not to exceed \$311,898 for a term of August 24, 2021 to July 31, 2024 with the option to extend the term for two additional one-year periods; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Professional Services Agreement where the amendments do not significantly alter the scope of work or change the approved agreement amount by more than ten percent (10%).

**Approved - Agreement No.: A-15517**

- 62.** Adopt a resolution to:
- a. Enter into a Joint Exercise of Powers Agreements and Cooperation Agreements (JPA and CA) with Del Rey Oaks, Gonzales, Greenfield, and Sand City to participate in Monterey County's CDBG Urban County Consortium for the period of July 1, 2022 to June 30, 2025;
- b. Authorize the County Administrative Officer to sign the JPA and CA;
- c. Authorize the County Administrative Officer to make minor modifications to the JPA and CA as necessary to comply with federal requirements and as directed by the U.S. Department of Housing and Urban Development (HUD); and,
- d. Authorize the Housing and Community Development Director to submit the JPA and CA and other necessary documents to the U.S. Department of Housing and Urban Development to requalify for and receive direct entitlement funds as an Urban County.

**Adopted Resolution No.: 21-271****Public Works, Facilities and Parks**

- 63.** a. Adopt Plans and Special Provisions for the Countywide Roadway Safety Signing and Striping Audit (RSSA), Project No. 1145; and  
b. Authorize the Director of Public Works, Facilities and Parks to advertise the “Notice to Bidders” in the Monterey County Weekly.

**Adopted**

- 64.** Adopt a resolution to authorize and direct the Auditor-Controller to:
- a. Increase appropriations in the General Fund Other Financing Uses, Appropriation Unit CAO017 by \$5,019.46, funded by a decrease in General Fund Contingencies, Appropriation Unit CAO020 (4/5th vote required); and
  - b. Increase operating transfers in, in the East Garrison Community Services District (EGCSD), Fund 181, Appropriation Unit PFP006, by \$5,019.46 (4/5th vote required); and
  - c. Transfer \$5,019.46 from General Fund Other Financing Uses, Appropriation Unit CAO017 to the EGCSD Fund 181, Appropriation Unit PFP006 (4/5th vote required).

**Adopted Resolution No.: 21-283**

- 65.** Adopt a resolution authorizing and directing the Auditor-Controller to amend the Fiscal Year (FY) 2021-22 Adopted Budget for County Service Area 53 - Arroyo Seco, Fund 080, Appropriation Unit PFP034, increasing appropriations by \$74,766, funded by Fund 080 unassigned fund balance for storm drainage maintenance and repairs (4/5ths vote required).

**Adopted Resolution No.: 21-284**

- 66.** Adopt a Resolution to:
- a. Find that the subject property transfer is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061;
  - b. Approve the Commercial Property Purchase Agreement and Escrow Instructions between the County and the Joan Miller Living Trust dated 9/25/96 to acquire two (2) parcels totaling 1.8 acres including two (2) commercial buildings totaling approximately 9,960 square feet located at 1011 Broadway Street in King City, California, identified as Assessor’s Parcel Numbers 026-391-022 and 026-391-021, for the amount of \$1,825,000, for use by the Agricultural Commissioner’s Office, pursuant to Government Code Section 25350.60;
  - c. Authorize the Director of Public Works, Facilities, and Parks to execute the Commercial Property Purchase Agreement and Escrow Instructions and any related documents needed to complete the transaction, including, but not limited to, any future amendments to the Agreement subject to the review and approval of the Office of the County Counsel; and
  - d. Authorize and direct the Auditor-Controller to amend the fiscal year 2021-22 Adopted Budget for Capital Projects, Fund 402, Appropriation Unit PFP056, to increase appropriations by \$1,848,000, where the financing source is Capital Project Fund 402 unassigned fund balance (4/5th vote required).



**Adopted Resolution No.: 21-285****Addenda/Supplemental****67. ADDENDDA****Added to Natividad Medical Center**

- 22.1 Authorize the execution by the Interim Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee of amendments to an agreement with Huffmaster Crisis Response, Inc., for nurse and allied professional staffing services in the event of a labor strike at Natividad Medical Center, to increase the current maximum liability of \$93,988 in additional amounts as needed, until the conclusion of the labor dispute.

**SUPPLEMENTAL****1:30 P.M. - Scheduled Matters****Revised Board Report and Attachment A - Resolution**

15. Adopt a resolution to confirm prior Board action and consider modification to:
- a. Require COVID-19 vaccination for all County employee;
  - b. Require all County employees to complete the employee certification of COVID-19 Vaccination Status effective August 16, 2021;
  - c. Require all employees and members of the public to use face coverings while inside County facilities and workplaces regardless of vaccination status effective August 16, 2021;
  - d. Revise the date for vaccine compliance from September 15, 2021 to September 30, 2021;
  - e. Require employees who are not fully vaccinated and are granted an authorized medical or religious exemption to submit to weekly COVID-19 testing (or twice weekly for Natividad Hospital personnel) and wear appropriate Personal Protective Equipment (PPE);
  - f. Direct the Human Resources Department to implement appropriate corrective/disciplinary action for employees who are non-compliant with COVID-19 vaccination, certification of COVID-19 vaccination status, testing, and face covering requirements;
  - g. Direct the Natividad Interim Chief Executive Officer and County Administrative Officer or designee to adopt COVID-19 policies and procedures consistent with those implemented by other health care entities in the County as appropriate;
  - h. County contractors, whose employees report to work regularly at County facilities including both buildings and grounds, are required to ensure compliance by their employees with the COVID-19 vaccination requirements of proof of COVID-19 vaccination or weekly COVID-19 testing, as outlined herein;
  - i. Provide other direction to staff.

**Health Department****Moved under Natividad Medical Center**

22. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a State and Local Agency Server and Cloud Enrollment Agreement with Software House International (SHI), a Microsoft licensing reseller, for Microsoft Office 365 government services, data backup software, subscriptions, and associated maintenance/support, for the period of September 1, 2021 through August 31, 2024, for an amount not to exceed \$2,369,870.
- b. Accept non-standard contract provisions as recommended by the Interim Chief Executive Officer for NMC.
- c. Authorize the Interim Chief Executive Officer for NMC to sign order confirmations on an as-needed basis pursuant this Agreement over the period of September 1, 2021 through August 31, 2024.

**General Government****Added Board Report**

48. a. Approve and authorize the Director of the Information Technology Department or his designee to execute a non-standard Agreement with ePlus Technology, Inc. (ePlus), incorporating the terms of National Cooperative Purchasing Alliance (NCPA) Master Agreement 01-86 with Carahsoft Technology Corporation, for the purchase of software products and services for an amount not to exceed \$553,036, for the term July 1, 2021 through November 30, 2023; and
- b. Approve non-standard provisions as recommended by the Director of the Information Technology Department; and
- c. Approve and authorize the Director of Information Technology, or his designee, to execute order confirmations and such documents as are necessary to implement the agreement for the County's purchase of ePlus products, services, and support; and
- d. Approve and authorize the Director of Information Technology to execute up to three (3) amendments to this Agreement, extending the term by one (1) year each, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the cost of the original contract amount (\$55,304 maximum).

**Added Board Report**

49. a. Authorize the Director of the Information Technology Department to execute an Agreement with SHI International Corporation, incorporating the terms of Sourcewell's existing technology agreement, to purchase Information Technology services, equipment, and products for the

County for a term of August 15, 2021 through October 30, 2023, for a total amount not to exceed \$350,000; and

b. Authorize the Director of the Information Technology Department to execute order forms and such documents as are necessary to implement the agreement with SHI International Corporation for IT products and services; and

c. Accept non-standard contract provisions as recommended by the Director of Information Technology; and

d. Authorize the Director of Information Technology to sign up to two (2) renewals, of one (1) year each, of the agreement, provided additional costs do not exceed ten percent (10%) of the yearly cost (\$17,500 yearly maximum additional cost), subject to County Counsel review and provided the terms of the agreement remain substantially the same.

#### **Added Board Report**

59. Receive a preliminary analysis report in response to Board Referral Assignment No. 2021.11 - Juneteenth Holiday.

#### **Public Works, Facilities and Parks**

##### **Revised Attachment C**

63. a. Adopt Plans and Special Provisions for the Countywide Roadway Safety Signing and Striping Audit (RSSA), Project No. 1145; and
- b. Authorize the Director of Public Works, Facilities and Parks to advertise the “Notice to Bidders” in the Monterey County Weekly.

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, August 31, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:  
(1) *Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.* (San Luis Obispo County Superior Court Case No. 19CVP0010)  
(2) Jeffrey Colon (Worker's Compensation Appeals Board case no. ADJ12531483)  
(3) Jeffrey Colon (Worker's Compensation Appeals Board case no. ADJ11402775)  
(4) Gloria Perez (Worker's Compensation Appeals Board case no. ADJ12141097)  
(5) Daniel Hutton (Worker's Compensation Appeals Board case no. ADJ10319484)
  - d. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding two matters of potential initiation of litigation.
  - e. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.

f. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the:

- (1) County Administrative Officer;
- (2) County Counsel;
- (3) Civil Rights Officer;
- (4) Interim Natividad Medical Center Chief Executive Officer;
- (5) Water Resources Agency General Manager, and
- (6) Public Defender.

### **Public Comments**

Open for public comments; Elizabeth Tyler, David Rosen, in person, and Dorian Manuel, Cynthia Benitez, and Karen Pontius, via Zoom, commented.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Mr. Dan Presser.

### **Additions and Corrections by Clerk**

There were no additions and corrections for the agenda.

### **Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolution 2 through 5.

Roll call vote taken pursuant to Government Code 54953:  
Supervisor Alejo: AYE

Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

2. Adopt a resolution in appreciation of Coastal Kids Home Care and declaration Childhood Cancer Awareness Month. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-277**

3. Adopt a resolution honoring Executive Director Debra L. Hale upon her retirement from the Transportation Agency for Monterey County. (Full Board - Supervisor Adams)

**Adopted Resolution No. 21-278**

4.

Adopt a Resolution Proclaiming August 31st as International Overdose Awareness Day. (Full Board - Supervisor Askew)

**Adopted Resolution No. 21-279**

5. Adopt a Resolution in appreciation of Susie Brusa for her many years of leadership as Chief Executive Officer of Rancho Cielo. (Full Board - Supervisor Lopez)

**Adopted Resolution No. 21-280**

### **Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to appoint/reappoint Item No.'s 6 -10.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

6. Appoint Ty Brooks to the Fish and Game Commission, with a term ending date of February 1, 2024. (Supervisor Adams)

**Appointed**

7. Appoint Mark Sears to the Animal Services Advisory Board, with a term ending date of July 1, 2024. (Full Board)

**Appointed**

8. Appoint Pepe Jimenez to the Castroville Cemetery District, with a term ending date of March 30,

2022. (Supervisor Phillips)

**Appointed**

9. Reappoint Susan Salcedo to the Animal Control Program Advisory Board, with a term ending date of July 1, 2024. (Full Board)

**Reappointed**

10. Reappoint Frank Kocher to the Animal Control Program Advisory Board, with a term ending date of July 1, 2024. (Full Board)

**Reappointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Kevin Dayton and Gary Cursio, via Zoom, commented on Item No. 25.

Supervisor John M. Phillips pulled Item No. 25 for comments and questions, Supervisor Luis A. Alejo pulled Item No. 32, Supervisor Mary L. Adams commented on Item No. 32 and Supervisor Wendy Root Askew pulled Item No. 33, 36, 37 and 38 for comments. Supervisor John M. Phillips requested a separate vote be taken on Item No. 25.

A motion was made by Supervisor Luis A. Alejo seconded by Supervisor Mary L. Adams to approve Consent Calendar Item No.'s 18 through 40 excluding Item No. 25 as a separate vote will be taken on that item.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez with Supervisor Wendy Root Askew and Supervisor Mary L. Adams voting no, as amended, on Consent Calendar Item Number No. 25. that directed staff and County Counsel to assess the repeal of County Code Section 10.72 in its entirety or in part and return to the board on Tuesday, September 21, 2021, either with a repeal or with an analysis of any environmental issues that may be due. Staff's report should include the history on County Code section 10.72.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: NAY

Chair Supervisor Root Askew: NAY

Motion carried 3 to 2

**General Public Comment**

11. General Public Comments



Open for general public comments for items not on today's agenda; no public comments made.

**10:30 A.M. - Scheduled Matters**

12. a. Approve District appointments of Alternates to the 2021 Advisory Redistricting Commission for a term ending December 31, 2021; and,  
b. Approve appointment of replacement for District 3 Commissioner due to a vacancy.

Rosemary Soto, Management Analyst III from the County Administrative Office, via Zoom, made a verbal presentation.

Open for public comments; Margie Kay, via Zoom, commented.

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

- a. Approve District appointments of Alternates to the 2021 Advisory Redistricting Commission for a term ending December 31, 2021; and,  
b. Approve appointment of replacement for District 3 Commissioner due to a vacancy.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**12:00 P.M. - Recessed to Lunch back into Closed Session**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor John M. Phillips appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

13. a. Taking action to adopt, or providing direction concerning, a COVID-19 related face covering/mask mandate for Monterey County; and  
b. Providing direction on any other protocols to be followed regarding COVID-19

Charles McKee, County Administrative Officer and Les Girard, County Counsel, both in person, verbally presented.

Open for public comments; Marcela Ramirez, in person, Carolyn Swanson, Marilyn Gali, Rick Aldinger, Kevin Dayton, Bernie Gomez, phone number ending in 769 (no name provided), Harmony, Gerick Bergsma, Kim Stemler, Stephanie Snell, Ricardo Diaz, Jr., Robin Elani, D. landoli, Diana Snell and Christine Byers, all via Zoom, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

- Take action to adopt, or provide direction concerning, a COVID-19 related face covering/mask mandate for Monterey County; and
- Provided direction on any other protocols to be followed regarding COVID-19; and
- To set a Special Meeting to review the proposed draft Ordinance on a Mask Mandate across the County.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

14.
  - Receive a report on the findings of the equity assessment;
  - Approve the proposed development and implementation of a Monterey County equity program;
  - Direct the Cannabis Program Manager to develop an equity program structure including applicant criteria and return to the Board of Supervisors to gain policy direction;
  - Approve the Cannabis Program Manager to make an application for the State of California Go-Biz Tier II grant; and
  - Provide direction to staff as appropriate.

Myles Echenique, Cannabis Analyst, JoAnn Iwamoto, Cannabis Program Manager, in person, from the Cannabis Program, and Dr. Ignacio Navarro and Jessica Liette both from CSUMB, via Zoom

Open for public comments; Oliver Bates, Harmony, Bernie Gomez, Ricardo Diaz Jr., and Jack, all via Zoom, commented.

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

- Receive a report on the findings of the equity assessment;
- Approve the proposed development and implementation of a Monterey County equity program;
- Direct the Cannabis Program Manager to develop an equity program structure including applicant criteria and return to the Board of Supervisors to gain policy direction;
- Approve the Cannabis Program Manager to make an application for the State of California Go-Biz Tier II grant; and
- Provide direction to staff as appropriate.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**15. PLN150372 - RIVER VIEW AT LAS PALMAS ASSISTED LIVING SENIOR FACILITY**

Continued from July 20, 2021.

Public hearing to consider an application for the River View at Las Palmas Assisted Living Senior Facility, including the following:

- a. Amendment to the text of the Las Palmas Ranch Specific Plan (LPRSP) to add policy language to clarify that one assisted living facility is an allowed use subject to a Use Permit within Area A of the Specific Plan; and
- b. Use Permit to allow construction of an assisted living facility (River View at Las Palmas Assisted Living Senior Facility) including:
  1. Thirteen Casitas providing 26 separate units ranging in size from 1,513 to 3,757 square feet and totaling approximately 41,300 square feet;
  2. Forty assisted living units with 52 beds ranging in size from 360 to 587 square feet each and totaling approximately 27,000 square feet;
  3. A 21,600 square foot, three-story memory care facility including 39 living units ranging in size from 313 to 453 square feet and containing a total of 48 beds; and
  4. Associated infrastructure including roads and grading of approximately 60,000 cubic yards.

**Project Location:** Vacant 15.74-acre lot within Las Palmas Subdivision #1, south of River Road and west of Country Park Road, within the Las Palmas Ranch Specific Plan area, approximately 1.25 miles west of Spreckels and 0.5 miles east of State Highway 68.

**Proposed CEQA actions:** Certify the Final Subsequent Environmental Impact Report (Final SEIR), adopt a Statement of Overriding Considerations, and adopt a Mitigation Monitoring and Reporting Plan.

**This matter was taken out of order and heard before Item No. 14**

**Craig Spencer, Manager from the Housing Community Development Department, in person, requested a continuance on behalf of the Applicant until October 12, 2021. Christine Temple, Attorney for the Appellant has no opposition.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to continue the below matter to Tuesday, October 12, 2021:**

**PLN150372 - RIVER VIEW AT LAS PALMAS ASSISTED LIVING SENIOR FACILITY**

Public hearing to consider an application for the River View at Las Palmas Assisted Living Senior Facility, including the following:

- a. Amendment to the text of the Las Palmas Ranch Specific Plan (LPRSP) to add policy language to clarify that one assisted living facility is an allowed use subject to a Use Permit within Area A of the Specific Plan; and
- b. Use Permit to allow construction of an assisted living facility (River View at Las Palmas Assisted Living Senior Facility) including:
  1. Thirteen Casitas providing 26 separate units ranging in size from 1,513 to 3,757 square feet and totaling approximately 41,300 square feet;
  2. Forty assisted living units with 52 beds ranging in size from 360 to 587 square feet each and totaling approximately 27,000 square feet;
  3. A 21,600 square foot, three-story memory care facility including 39 living units ranging in size from 313 to 453 square feet and containing a total of 48 beds; and
  4. Associated infrastructure including roads and grading of approximately 60,000 cubic yards.

**Project Location:** Vacant 15.74-acre lot within Las Palmas Subdivision #1, south of River Road

and west of Country Park Road, within the Las Palmas Ranch Specific Plan area, approximately 1.25 miles west of Spreckels and 0.5 miles east of State Highway 68.

Proposed CEQA actions: Certify the Final Subsequent Environmental Impact Report (Final SEIR), adopt a Statement of Overriding Considerations, and adopt a Mitigation Monitoring and Reporting Plan.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### Other Board Matters

#### 16. County Administration Officer Comments and Referrals

Charles McKee, County Administrative Officer from the County Administrative office commented that the new Economic Development Manager was hired Richard Vaughn and shared there is one new referral this week:

One new referral from Supervisor John M. Phillips: Referral 2021.15:

Referral Purpose: Refine the noise ordinance with improved processes through lessons learned

Open for public comments; no comments made.

County Administrative Officer comments/referrals can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4330](http://monterey.granicus.com/EditFile.php?clip_id=4330)

#### 17. Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4330](http://monterey.granicus.com/EditFile.php?clip_id=4330)

Open for public comments; no public comments made.

### Read Out from Closed Session by County Counsel

#### CLOSED SESSION REPORT

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.

The Board took no reportable actions on items 1.a.

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

The Board took no reportable actions on items 1.b.(1)

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

- (1) Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al. (San Luis Obispo County Superior Court Case No. 19CVP0010)
- (2) Jeffrey Colon (Worker's Compensation Appeals Board case no. ADJ12531483)
- (3) Jeffrey Colon (Worker's Compensation Appeals Board case no. ADJ11402775)
- (4) Gloria Perez (Worker's Compensation Appeals Board case no. ADJ12141097)
- (5) Daniel Hutton (Worker's Compensation Appeals Board case no. ADJ10319484)

The Board took no reportable actions on items 1.c.(1)(2)(3)(4)(5)

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

The Board took no reportable actions on items 1.d.

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

The Board took no reportable actions on items 1.e.

f. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the:

- (1) County Administrative Officer;
- (2) County Counsel;
- (3) Civil Rights Officer;
- (4) Interim Natividad Medical Center Chief Executive Officer;
- (5) Water Resources Agency General Manager, and
- (6) Public Defender.

The Board took no reportable actions on items 1.f.(1)(2)(3)(4)(5)(6)

### Adjourned

The meeting was adjourned at 4:34 p.m. in Memory of all military staff who have lost their lives recently and in the past by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH  
CLERK OF THE BOARD  
APPROVED ON** \_\_\_\_\_

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

18. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Zoll Data Systems, Inc. for defibrillator software and training services for an amount not to exceed \$70,290 with an agreement term retroactive from August 1, 2021 through July 31, 2026.
- b. Approve the Interim NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

**Approved - Agreement No.: A-15518**

19. a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute an Agreement with Lucile Salter Packard Children's Hospital at Stanford (LPCH) for Maternal Fetal Medicine Services at Natividad for an amount not to exceed \$348,480 for the period September 1, 2021 through August 31, 2023; and
- b. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the agreement per each amendment.

**Approved - Agreement No.: A-15519**

20. a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14905) with Seunggu Jude Han, M.D. to provide neurosurgery services at Natividad adding \$340,000 for a revised not to exceed amount of \$1,040,000 and extending the term by twelve months (September 1, 2021 to August 31, 2022) for a revised full term of September 1, 2020 to August 31, 2022.
- b. Authorize the Interim Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$70,000) of the original contract amount.

**Approved - Agreement No.: A-14905; Amendment No. 1**

21. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-14125) with Monarch Medical Technologies, LLC. for glucose management system enterprise software subscription services, extending the agreement an additional forty (40) month period (October 1, 2021 through January 31, 2025) for a revised full agreement term of October 1, 2018 through January 31, 2025, and adding \$87,026 for a revised total agreement amount not to exceed \$277,041.
- b. Authorize the Interim Chief Executive Officer or his designee to execute up to three (3) future

amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$19,001) of the original cost of the agreement.

**Approved - Agreement No.: A-14125; Amendment No. 1**

22. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the Agreement (A-13417) with QVentus (formerly known as AnalyticsMD, Inc.) for operational decision support software services, extending the agreement an additional two (2) year period (October 29, 2021 through October 28, 2023), for a revised full agreement term of October 29, 2015 through October 28, 2023, and adding \$210,000 for a revised total agreement amount not to exceed \$781,000.

**Approved - Agreement No.: A-13417; Amendment No. 4**

23. Adopt a resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 and Appendices A and B to create the classification of Anesthesia Technician with the salary range as indicated in the attached Resolution;
  - b. Amend Natividad (Unit 9600) FY 2021-22 Adopted Budget to approve reallocation/reclassification as indicated by position numbers in the attached Resolution;
  - c. Authorize the Auditor-Controller to incorporate the approved changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget;
  - d. Direct the County Administrative Office to incorporate the new classification and approved position changes in the Natividad (Unit 9600) FY 2021-22 Adopted Budget; and
  - e. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

**Adopted Resolution No.: 21-286**

24. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a non-standard agreement with American Registry for Internet Numbers, LTD. (ARIN), enabling NMC to obtain unique NMC Internet Protocol (IP) addresses to allow for multiple Internet Service Providers as part of Natividad Medical Center's Business Continuity, in an amount not to exceed \$1,000 for the period retroactive from August 1, 2021 through July 31, 2024; and
- b. Accept the non-standard language in the Agreement provided by ARIN as recommended by the Interim Chief Executive Officer for NMC; and
- c. Authorize the Interim Chief Executive Officer for NMC to sign renewals to the ARIN agreement and to issue purchase orders on an as-needed basis, incorporating the same non-standard contract provisions, in an amount not to exceed \$20,000.

**Approved - Agreement No.: A-15520**

### **Health Department**

25. Receive a preliminary analysis report in response to **Board Referral No. 2021.13** seeking an amendment to County Code Chapter 10.72 to expand the types of entities that can obtain a County permit to own and operate desalination facilities.



**Amended and continued to Tuesday, September 21, 2021**

- 26.** Ratify the execution by the Director of Health of the 340B Administrative Services Agreement (“Agreement”) with 340B Technologies, Inc. (dba 340Basics) allowing 340Basics to provide third-party administrative services for eligible 340B contract pharmacy locations designated by Monterey County Health Department’s Clinic Services Bureau (“Clinic Services”) in support of Clinic Services’ 340B Program for the initial term of August 1, 2021 through July 31, 2024 which shall auto-renew for one (1) year periods unless earlier terminated and an annual contract liability not to exceed \$244,000.

**Approved - Agreement No.: A-15521**

- 27.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15247 with The Village Project, Inc. for the provision of Prevention and Early Intervention Outreach and Engagement services retroactive to July 1, 2021 in the amount of \$200,000 for FY 2021-2022 and \$200,000 for FY 2022-2023, for a new total Agreement amount not to exceed \$740,000 for a term of July 1, 2021 through June 30, 2023.

**Approved - Agreement No.: A-15247; Amendment No. 1**

- 28.** Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding (MOU) between California Correctional Health Care Services (CCHCS) and Monterey County Health Department, Behavioral Health Bureau (MCBH) for the purpose of secure transfer of Personally Identifiable Information (PII)/Protected Health Information (PHI), and/or HIPAA data between CCHCS and Monterey County via a secure file transfer portal, effective upon execution and expiring three (3) years from the date of execution.

**Approved - Agreement No.: A-15522**

- 29.** Adopt a Resolution to:
- a. Amend Article I.A. of the Monterey County Master Fee Resolution effective October 1, 2021 to adjust fees relating to oversight and services provided by the Health Department’s Animal Services Division pursuant to the attached Fee Schedule; and
  - b. Approve and authorize execution by Director of Health to implement reduced or waived fees program related to adoption and owner reclamation as warranted by the Animal Services Division.

**Adopted Resolution No. 21-287**

- 30.**
- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic services to students of Salinas City Elementary School District (“School District”), for a total maximum amount of \$120,811 retroactive to August 1, 2021 through June 30, 2022; and
  - b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
  - c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to the MOU that in total do not exceed ten percent (10%) of the initial liability

amount and that do not significantly change the scope of services.

**Approved - Agreement No.: A-15523**

- 31.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic services to students at Monterey Peninsula Unified School District ("School District"), for a total maximum amount of \$233,579 retroactive to August 1, 2021 through June 30, 2022; and
- b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to the MOU that in total do not exceed ten percent (10%) of the initial liability amount and that do not significantly change the scope of services.

**Approved - Agreement No.: A-15524**

**Department of Social Services**

- 32.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment #2 to the agreement with Bay Area Community Services (BACS) to operate the Salinas Housing Advancement, Resource and Education (SHARE) Center, extending the term through June 30, 2022 and adding \$1,012,890 for a total contract amount of \$1,455,338; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) additional amendments to this agreement where the total amendments do not exceed 10% (\$145,533) of the contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15226 ; Amendment No. 2**

**General Government**

- 33.** a. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (MCWDB) to execute an Agreement with Pat Davis Design Group, Inc., to provide website development, design, maintenance, and hosting services retroactive to July 1, 2021 for the period of July 1, 2021 through June 30, 2024, at a cost of \$35,000 per year, for a total Agreement amount not to exceed \$105,000;
- b. Authorize the Executive Director of the MCWDB to execute up to two (2) renewals to extend the Agreement by one (1) additional year per renewal; and
- c. Authorize the Executive Director of the MCWDB to execute renewals that increase the annual amount of the Agreement (\$35,000) by an amount not to exceed 10% (\$3,500) per renewal, subject to County Counsel review, on substantially the same terms

**Approved - Agreement No.: A-15525**

- 34.** Approve and adopt the Monterey County Security Policy as updated/amended.

**Approved**

35. a. Approve and authorize the Director of the Information Technology Department to execute a non-standard agreement with O'Reilly to purchase online learning library license subscriptions, for the term August 24, 2021 through August 24, 2022, in an amount not to exceed \$5,865; and
- b. Authorize the Director of the Information Technology Department to execute order forms and such documents as are necessary to implement the agreement with O'Reilly for purchase of learning library licenses and subscription renewals; and
- c. Approve non-standard agreement terms as recommended by the Director of the Information Technology Department; and
- d. Approve and authorize the Director of the Information Technology Department to execute up to three (3) amendments to the Agreement, extending the term by one (1) year each, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the total amount of all extensions does not exceed more than 10% of the original annual cost (\$587 maximum additional cost).

**Approved - Agreement No.: A-15526**

36. Approve the submission of five (5) entries to the 2021 California State Association of Counties (CSAC) Challenge Awards competition: 1) Esperanza Care of Monterey County; 2) Monterey County Public Health Laboratory's Innovative Response to Ramp Up COVID-19 Testing and Sequencing; 3) Virus Integrated Distribution of Aid (VIDA) Project, a Coordinated COVID-19 Response Strategy Providing Wraparound Support; 4) Temporary Solution for the Pandemic Becomes a Full Functioning 9-1-1 Backup Center; and 5) Car Week - GIS Collaboration Promotes Safety, Helps Thousands Navigate Major Events.

**Approved**

37. a. Approve and authorize the Contracts/Purchasing Officer, or her designee, to sign a retroactive Agreement with Screenworks, LLC to provide video display screens during major events at WeatherTech Raceway Laguna Seca retroactive from July 1, 2021 through December 31, 2021, for an amount not to exceed \$55,000; and
- b. Approve and authorize the Contracts/Purchasing Officer, or her designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$5,500) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15527**

38. a. Approve and authorize the Contracts/Purchasing Officer, or her designee, to sign a retroactive Agreement with Monterey Bay Veterans, Inc. to provide ADA accessible shuttle service during major events at WeatherTech Raceway Laguna Seca retroactive from July 1, 2021 through December 31, 2021, for an amount not to exceed \$10,000; and
- b. Approve and authorize the Contracts/Purchasing Officer, or her designee, to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$1,000) of the agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15528**

39. a. Approve and Authorize the Contracts/Purchasing Officer to sign an Agreement between the County of Monterey and Flexible Benefit Administrators, Inc. for third-party administration services for the County's Flexible Spending Accounts (FSA), Dependent Care Assistance Program (DCAP), and Voluntary Benefit Options (VBO) per Request for Proposals (RFP) #10792 with the initial Agreement term commencing January 1, 2022 through December 31, 2026, including the option to extend the Agreement for up to three (3) additional one (1)-year periods in an amount not to exceed \$950,000 over the term of the Agreement; and
- b. Authorize the Contracts/Purchasing Officer to sign future Amendments to the Agreement where the Amendments do not significantly change the scope of work or cause an increase in the Agreement rates of more than ten percent (10%).

**Approved - Agreement No.: A-15529****Housing and Community Development**

40. a. Approve Amendment No. 4 to Standard Agreement No. A-14107, with the Resource Conservation District of Monterey County to continue to provide services to address a wide range of fire fuel mitigation issues and objectives, to increase the not to exceed amount by \$60,000, for a total amount not to exceed \$210,000, with no change to the term of August 28, 2018 to June 30, 2022; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to Standard Agreement No. A-14107 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

**Approved - Agreement No.: A-14107; Amendment No. 4****Addenda/Supplemental****41. SUPPLEMENTAL****Revised Board Report to 1:30 P.M. - Scheduled Matters**

- 13 a. Taking action to adopt, or providing direction concerning, a COVID-19 related face covering/mask mandate for Monterey County; and
- b. Providing direction on any other protocols to be followed regarding COVID-19

**Added Attachments to Other Board Matters**

16. County Administration Officer Comments and Referrals

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Wednesday, September 8, 2021**

**11:30 AM**

**Special Meeting**

## **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*

**11:30 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams, Supervisor John M. Phillips, Supervisor Chris Lopez and Supervisor Luis A. Alejo all appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Charles McKee, County Administrative Officer.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**Additions and Corrections by the Clerk**

There were no additions and corrections for the agenda.

**Regular Agenda**

1. Consider adopting an urgency ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions (4/5ths vote required).

Les, County Counsel, in person, from the County Counsel office verbally presented and displayed the proposed ordinance as he presented.

Open for public comments; Chad Linly and Amy Zineta, in person, and Zoe Shoats, Katy Annigoni, John C., Nicole Alexandar, Robin Pelc, Harmony DeAngelo, Alma Loreda with the assistance of the Spanish Interpreter Jocelyn Martinez, Teresa S., Ginny Miller, Andrew Renard, Rick Aldinger, Carolyn Swanson, Mark Watson, Jenny MacMurdo, Teri Owens, Ricardo Diaz, Jr., Kim Stemler, D. Iandoli, Mayor Mike LeBarre, Peter Munteer, Ginny Stebbins, Al (no last name provided), Diana Snell, Carol Kuzcknyi, Diane Goldman, Amanda Whitmire, Jack (no last name provided), Tanya Navarro, Catherine (no last name provided), B Nice, Don Romeka, Tom (no last name provided), Patrick Kennel, Marilyn Gali and Jillian Heisman, all via Zoom, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew with Supervisors John M. Phillips and Supervisor Chris Lopez, voting no, to:

Adopt an urgency ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions (4/5ths vote required).

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: NAY  
Supervisor Lopez: NAY  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

Motion failed 2 to 3 (4/5ths vote required)

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

2. Closed Session under Government Code section 54950, relating to the following items:
  - a. 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): Unit S

**The Board Recessed at 1:53 p.m. for the Closed Session Agenda Items**

**Read Out from Closed Session by County Counsel**

Read out, if any, will occur at next week's meeting on Tuesday, September 14, 2021.

**Adjourned**

The meeting recessed back into Closed Session by Chair Supervisor Wendy Root Askew and will adjourn from Closed Session.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON** \_\_\_\_\_

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, September 14, 2021**

**9:00 AM**

### **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*



**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez, Supervisor John M. Phillips and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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 MooreEmployee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.
  - d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding claim against the County of Monterey.
    - (1) Michael Chassion
  - e. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ10747099)
    - (2) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ12269996)
    - (3) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ12365857)
    - (4) County of Monterey dba Natividad Medical Center v. Kaiser Foundation Health Plan, Inc., et al. (Monterey County Superior Court case no. 19CV001823)
    - (5) Williams, et al. v. County of Monterey, et al. (United States District Court case no. 19CV01811)

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

g. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the:

- (1) County Administrative Officer;
- (2) County Counsel;
- (3) Civil Rights Officer;
- (4) Interim Natividad Medical Center Chief Executive Officer;
- (5) Water Resources Agency General Manager; and
- (6) Public Defender.

### **Public Comments**

Open for public comments; Elizabeth Tyler, in person, commented.

### **The Board Recessed for Closed Session Agenda Items**

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

### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams and Supervisor Chris Lopez appeared in person with Supervisor John M. Phillips and Supervisor Luis A. Alejo who appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Mr. Jesus Valenzuela.

### **Additions and Corrections by Clerk**

There were no additions and corrections for the agenda.

### **Ceremonial Resolutions**

Open for public comments; Eric Peterson, in person, Deborah Kelly, Ginny Miller, Kevin Dayton, Carol Kuzdenyi, Andy (no last name provided), Tom (no last name provided), Cesar Lara, Ricardo

Diaz, Jr., Monica McGuire and Bernie Gomez, all via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to adopt Ceremonial Resolutions 2 through 8 excluding Item No. 9 which a separate vote will be taken.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez, as amended, to remove Bullet 1 through 8, with Supervisor Mary L. Adams voting no, to adopt Ceremonial Resolution 9.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: NAY

Chair Supervisor Root Askew: AYE

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

**Adopted Resolution No. 21-290**

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

**Adopted Resolution No. 21-291**

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

**Adopted Resolution No. 21-292**

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

**Adopted Resolution No. 21-293**

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

**Adopted Resolution No. 21-294**

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

**Adopted Resolution No. 21-295**

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

**Adopted Resolution No. 21-296**

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

**Adopted Resolution No. 21-297, as amended, bullet points 1 - 8 shall be removed.**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to appoint/reappoint Item No.'s 8 and 10.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

10. Reappoint Glen Alder to the Assessment Appeals Board, with a term ending date of September 2, 2024. (Supervisor Alejo)

**Reappointed**

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

**Appointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Isabelle Cisneros, in person, commented.

Supervisor Wendy Root Askew commented on Item No. 31.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Numbers 18 through 43.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**General Public Comments****12. General Public Comments**

Open for general public comments for items not on today's agenda; Eric Peterson, Wes White and Rita Acosta, in person, and Tom (no last name provided) and Bernie Gomez, via Zoom, commented.

**10:30 A.M. - Scheduled Matters****13. Receive a presentation from the Probation Department on the Juvenile Justice Realignment of 2020 - SB 823 and SB 92**

Julie Kenyon, Manager, via Zoom, from the Probation Department presented via PowerPoint presentation.

Open for comments; Bernie Gomez, Tom (no last name provided), Cesar Lara, Judge Larry Hayes and Alexis Magdaleno, via Zoom, commented.

Upon consensus the Board:

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

**12:00 P.M. - Recessed to Lunch back into Closed Session****1:30 P.M. - Reconvened****Roll Called**

Present: 5 - Supervisor Wendy Root Askew and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez, Supervisor John M. Phillips and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

- 14.**
- a. Receive a progress report on potential revisions to the County's Inclusionary Housing Ordinance (Chapter 18.40 of the Monterey County Code);
  - b. Provide direction regarding existing affordable housing policies in the 2010 General Plan;
  - c. Provide input and suggestions regarding the level of stakeholder involvement on potential revisions to

County affordable housing policies and regulations; and  
d. Provide direction on the potential Jobs-Housing Nexus Analysis.

**Darby Marshall, Redevelopment Project Analyst II from the Housing Community and Development Department, via Zoom, presented via PowerPoint presentation.**

Open for public comments; Elizabeth Madrigal, via Zoom, commented.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

- a. Receive a progress report on potential revisions to the County's Inclusionary Housing Ordinance (Chapter 18.40 of the Monterey County Code);
- b. Provide direction regarding existing affordable housing policies and how to fund the 2010 General Plan;
- c. Provide input and suggestions regarding the level of stakeholder involvement on potential revisions to County affordable housing policies and regulations; staff to push out in September through October with stakeholders involvement residential and non-residential nexus studies; and
- d. Provide direction on the potential Jobs-Housing Nexus Analysis that should involve stakeholders.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

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

**Janine Bettancourt, Management Analyst II, Nat Merkle, Parks Operation Manager, Brian Flores, Interim Chief of Parks, Lindsey Lerable, Chief of Facilities, all via Zoom, from the Public Works, Facilities and Parks Department presented via PowerPoint presentation.**

Open for public comments; Mayor Kimbley Craig, Dan Baldwin, Mark Watson, Deborah Kelly, Mari (no last name provided) and Cesar Lara, all via Zoom, commented.

A substitute motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez, as amended, to:

- a. Adopt Resolution No. 21-318 to approve submittal of Proposition 68 grant funding applications under the California Department of Parks and Recreation Rural Recreation and Tourism Program (RRT); and
- b. Adopt Resolution No. 21-319 to approve submittal of grant funding applications under the California Department of Parks and Recreation Regional Park Program (RPP); and
- c. Toro Park and Fort Ord shall not be included, at this time, however they will be kept on the list to be brought back to the Board for consideration at a later time.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE

**Chair Supervisor Root Askew: AYE**

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

**Les Girard, County Counsel, in person, from the County Counsel's Office verbally presented.**

**Open for public comments; Mayor Mike LeBarre, Michelle Lindley, Carolyn Swanson, Gary Cursio, Ricardo Diaz, Jr., Cesar Lara, Bernie Gomez, and Diana Prince, all via Zoom, commented.**

**A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew, as amended, to:**

**Consider introducing, waive reading and setting for adoption on September 21, 2021 an ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions and modified language suggested by the Board. (ADDED VIA SUPPLEMENTAL)**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: NAY**

**Supervisor Lopez: NAY**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

**Motion carried 3 to 2**

### **Other Board Matters**

- 16.** County Administrative Officer Comments and Referrals

**Charles McKee, County Administrative Officer from the County Administrative office had no comments and shared there is one new referral this week:**

**One new referral from Supervisor Luis A. Alejo: Referral 2021.16:**

**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**

**Open for public comments; no public comments made.**

**County Administrative Officer comments/referrals can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4339](http://monterey.granicus.com/EditFile.php?clip_id=4339)**

- 17.** Board Comments

**Board Comments can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4339](http://monterey.granicus.com/EditFile.php?clip_id=4339)**

### **Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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

The Board by unanimous vote approved an extension of the Memorandum of Understanding with Unit S through August 31, 202 on item 1.b.(1)

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

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding claim against the County of Monterey.

(1) Michael Chassion

The Board took no reportable actions on items 1.d.

e. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ10747099)  
(2) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ12269996)  
(3) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ12365857)  
(4) County of Monterey dba Natividad Medical Center v. Kaiser Foundation Health Plan, Inc., et al. (Monterey County Superior Court case no. 19CV001823)

The Board took no reportable actions on items 1.e.(1)(2)(3)(4)

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

The Board took no reportable actions on items 1.f.

g. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the:

(1) County Administrative Officer;  
(2) County Counsel;  
(3) Civil Rights Officer;  
(4) Interim Natividad Medical Center Chief Executive Officer;  
(5) Water Resources Agency General Manager; and  
(6) Public Defender.

The Board took no reportable actions on items 1.g.(1)(2)(3)(4)(5)(6)



**Adjourned**

The meeting was recessed at 4:39 p.m. by Chair Supervisor Wendy Root Askew and will adjourn from Closed Session.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY: \_\_\_\_\_**  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON \_\_\_\_\_**

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

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

**Approved - Agreement No.: A-15530**

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

**Approved - Agreement No.: A-13517; Amendment No.: 3**

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

**Approved - Agreement No.: A-12753 Amendment No. 6**

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

**Adopted Resolution No.: 21-298**

**Health Department**

22. Adopt an ordinance adding Chapter 2.46 to the Monterey County Code to establish the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

**Adopted Ordinance No.: 5359**

23. a. Approve and Authorize the Director of Health, or Assistant Director of Health to execute an Agreement with Chic Events, Inc., DBA Chic Event Rentals (Chic) for tent rentals and auxiliary rental equipment with an effective date retroactively from July 1, 2021 to June 30, 2022, and a contract amount not to exceed \$149,000; and
- b. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15531**

24. a. Approve and authorize the Director of Health or Assistant Director of Health to sign a non-standard Participant Agreement with Everyone's Harvest to participate in the Alisal Certified Farmers' Market 2021 from August 31, 2021 through October 12, 2021; and
- b. Approve the non-standard risk and liability provisions, as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to execute up to three (3) future Participant Agreements, extending the term by one (1) year each, subject to County Counsel approval, and provided the terms of the Agreement remain substantially the same.

**Approved - Agreement No.: A-15532**

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

**Approved - Agreement No.: A-15386; Amendment No.: 1****Department of Social Services**

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

**Approved - Agreement No.: A-15533****Criminal Justice**

27. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/ Purchasing Supervisor to sign the Agreement with Orbis Partners, LLC in the amount not to exceed \$69,223, for software license, hosting, support, and training for Case-Works-YASI Software for the period from September 20, 2021 through September 19, 2024;
- b. Accept non-standard contract provisions as recommended by the Chief Probation Officer; and
- c. Authorize the Contracts Purchasing Officer or Contracts Purchasing Supervisor to sign and execute the appropriate documents and verifications when required.

**Approved - Agreement No.: A-15534**

**General Government**

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

**Approved - Agreement No.: A-13167; Amendment No.: 4**

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

**Adopted**

30. Adopt a Resolution to:
- a. Amend the Office of the District Attorney - Criminal Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001 to reallocate one (1) Managing Deputy District Attorney to one (1) Assistant District Attorney as indicated in Attachment A;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to abolish the classification of Managing Deputy District Attorney as indicated in Attachment A;
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

**Adopted Resolution No.: 21-299**

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

adjust the base wage salary ranges of SEIU Unit F classifications Behavioral Health Unit Supervisor, Employment and Training Supervisor and Social Work Supervisor I and II as indicated in Attachment A effective September 11, 2021;

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

**Adopted Resolution No.: 21-300**

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

**Approved - Agreement No.: A-15535**

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

**Approved - Agreement No. A-14469; Amendment No.: 2**

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

**Approved - Agreement No.: A-15536; Amendment No.: 1**

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

**Adopted Resolution No.: 21-301**

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

**Approved**

- 37.** a. Receive a report on the status of commercial cannabis land use permits, business permits, cultivation

square footage, and tax revenue.

**Received**

**38. Adopt a Resolution to:**

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to consolidate and retitle the Warehouse Worker classification series with the Storekeeper series with the salary ranges as indicated in Attachment A effective September 11, 2021;
- b. Amend the County Administrative Office - Contracts/Purchasing Budget Unit 1050-8047 - Fund 001 - Appropriation Unit CAO002 to reallocate and to approve the reclassification of one (1) Warehouse Worker to one (1) Senior Storekeeper as indicated in Attachment A effective September 11, 2021;
- c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classifications of Fleet Parts Coordinator and Senior Fleet Parts Coordinator with the salary ranges as indicated in Attachment A effective September 11, 2021;
- d. Amend the County Administrative Office Budget - Fleet Administration Budget Unit 1050-8451 - Fund 001 - Appropriation Unit CAO025 to reallocate and to approve the reclassification of two (2) Storekeepers to two (2) Fleet Parts Coordinators as indicated in Attachment A effective September 11, 2021;
- e. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

**Adopted Resolution No.: 21-302**

**Housing and Community Development**

- 39.**
- a. Approve a Reimbursement Agreement between the County and the Big Sur Land Trust (BSLT) to provide for County reimbursement to BSLT of costs incurred by BSLT for Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project restoration design and implementation activities, for a total amount not to exceed \$487,050, through use of grant funds from the Wildlife Conservation Board; and
  - b. Authorize the Director of Housing and Community Development or designee to execute the Reimbursement Agreement.

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

**Approved - Agreement No.: A-15537**

**Public Works, Facilities and Parks**

- 40.**
- a. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute California Department of General Services STD-213 Agreements and Amendments for the New Juvenile Hall Project 8811 (NJH) and Jail Housing Addition Project 8819 (JHA) which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community

Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and approval as to form by the Office of the County Counsel;

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

**Approved - Agreement No.: A-15538**

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

**Adopted Resolution No.: 21-303**

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

**Adopted Resolution No.: 21-304**

- 43.** Adopt a resolution to:
- a. Receive a status report on the New Juvenile Hall, Project 8811 (Project);
  - b. Authorize a Project budget increase of up to \$1,240,210 for Phase IIB construction costs;
  - c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$1,240,210, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
  - d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$1,240,210 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

**Adopted Resolution No.: 21-305**

- 44. SUPPLEMENTAL**

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

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



# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, September 21, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): All Units
  - c. ~~Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.~~ REMOVED ON SUPPLEMENTAL
  - d. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding three matters of significant exposure to litigation.
  - e. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

**Public Comments**

Open for public comments; Wildfire and Wes White, in person, and Elizabeth Tyler, Melissa Mundo, Araceli Flores, Augustina Gallegos, Coral Ovalle, Cheryl Williams and Margarita Covarrubias, all via Zoom, commented.

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

Present: 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Julian Lorenzana, Board Clerk.

**Additions and Corrections by Clerk**

There were no additions and corrections for the agenda.

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to adopt Ceremonial Resolution Number 2.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

2. Adopt a resolution proclaiming the month of September 2021, as “National Food Safety Education Month” in Monterey County and call upon public and private organizations to celebrate with the Monterey County Health Department, Environmental Health Bureau, and the Monterey County Food Safety Advisory Council by participating in learning opportunities and activities that promote food safety. (Supervisor Askew)

**Adopted Resolution No. 21-306**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to reappoint Item Number 3.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

3. Reappoint Nick Brockman to the Fish and Game Advisory Commission, with a term ending date of September 27, 2024. (Supervisor Askew)

Reappointed

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; no public comments made.

Supervisor Wendy Root Askew commented on Item No. 14 and 17 and Supervisor John M. Phillips commented on Item No. 17.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 11 through 19.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**General Public Comments**

4. General Public Comments

Open for general public comments for items not on today's agenda; Jacqueline Beaudette-Eveanoff, Veronica Lomeli Spanish Interpreter for the following people: Araceli, Maria Rodriguez, Kenya Amaya, Anna Galvan and Alicia Lucer, lastly Bernie Gomez commented, all via Zoom.

**10:30 A.M. - Scheduled Matters**

5. a. Hold a public hearing in compliance with the Tax Equity and Financial Responsibility Act of 1982 (TEFRA) and the Internal Revenue Code of 1986, as amended, regarding the issuance by the California Statewide Communities Development Authority (CSCDA) of tax-exempt revenue bonds for financing and refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of healthcare and related facilities for Montage Health; and  
b. Adopt a resolution approving the issuance, for federal income tax purposes, of CSCDA revenue

bonds, in the aggregate principal amount not to exceed \$165,000,000, for financing and refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of Montage Health healthcare and related facilities and certain other matters relating thereto; and

c. Determine that the above actions involve government funding mechanisms and/or fiscal activities and are not a project under the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines.

**Public hearing commenced.**

**Juan Lopez, Principal Administrative Analyst from the County Administrative Office, via Zoom, verbally presented.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:**

**a. Hold a public hearing in compliance with the Tax Equity and Financial Responsibility Act of 1982 (TEFRA) and the Internal Revenue Code of 1986, as amended, regarding the issuance by the California Statewide Communities Development Authority (CSCDA) of tax-exempt revenue bonds for financing and refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of healthcare and related facilities for Montage Health; and**

**b. Adopt Resolution No. 21-310 approving the issuance, for federal income tax purposes, of CSCDA revenue bonds, in the aggregate principal amount not to exceed \$165,000,000, for financing and refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of Montage Health healthcare and related facilities and certain other matters relating thereto; and**

**c. Determine that the above actions involve government funding mechanisms and/or fiscal activities and are not a project under the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 6. ~~Receive a preliminary analysis report in response to Board Referral No. 2021.14 on EV Charging Stations.~~ REASIGNED AS ITEM NO.: 9.1**

**12:00 P.M. - Recessed to Lunch back into Closed Session**

**1:30 P.M. - Reconvened**

**Roll Called**

**Present: 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference**

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

7. Consider providing direction regarding amendments to or rescission of Chapter 10.72 of the Monterey County Code regarding “Desalinization Treatment Facility.”

Les Girard, County Counsel from the County Counsel office, in person, verbally presented.

Open for public comments; Shawn Folsom, Melodie Chrislock, Rick Aldinger, Wallace Notley, Eric Tynan, Susan Schiavone, Anna Thompson, Nancy Isakson, Margaret Ann Kaufman, Lisabeth Visscher, Marli Kneldon, Christopher Bunn, Margie Kay and Norm Groodt, all via Zoom, commented.

A substitute motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo with Supervisor Wendy Root Askew voting no, to:  
Direct staff to come back within 3 weeks with a recommendation on a specific proposal for the Board to consider regarding amendments to or rescission of Chapter 10.72 of the Monterey County Code regarding “Desalinization Treatment Facility.”

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: NAY

Motion carried 4 to 1

8. Consider adopting an ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions.

Les Girard, County Counsel from the County Counsel office, in person, presented via PowerPoint presentation.

Open for public comments; Pastor Lattimore, Mr. Block, Amy Zinetta, Gabriela, in person, phone number ending in 631, Robin Pele, b nice, Drea (no last name provided), Christopher Bunn, Rick Aldinger, Marietta Bain, Teri Owens, Carolyn Swanson, Olivia Mandilk, Pete (no last name provided), Andrew (no last name provided), Nicole Alexander, Suzanna Garcia, Susan Schiavone, Carol Chorbajian, Marcela Ramirez with the assistance of Maria Avila Spanish Interpreter, Harmony DeAngelo, Dawn Mathes and Eric Tynan, all via Zoom, commented.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo, as amended, with Supervisor John M. Phillips and Supervisor Chris Lopez, voting no to:  
Keep the original language in Section 3 and add the modified language in Section 2 Item 1 and directed staff to return next week with the amended ordinance for consideration of adoption requiring the use of face coverings indoors by all persons over the age of two (2) regardless of

vaccination status, with limited exceptions.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: NAY

Supervisor Lopez: NAY

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

Motion carried 3 to 2

### **Other Board Matters**

#### **9. County Administrative Officer Comments and Referrals**

Charles McKee, County Administrative Officer from the County Administrative office commented and shared there is one new referral this week:

One new referral from Supervisor Luis A. Alejo and Supervisor Wendy Root Askew Referral 2021.17:

Referral Purpose: For the County of Monterey to sponsor state and federal legislation and initiate a process to construct a Veterans Home in the Monterey Bay Region at the former Fort Ord.

Correction on a referral from last week recited.

Open for public comments; no comments made.

County Administrative comments/referrals can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4342](http://monterey.granicus.com/EditFile.php?clip_id=4342)

#### **9.1 Receive a preliminary analysis report in response to *Board Referral No. 2021.14* on EV Charging Stations. ADDED VIA SUPPLEMENTAL**

Board discussions had.

The Board upon consensus:

Received a preliminary analysis report in response to Board Referral No. 2021.14 on EV Charging Stations and requested the Sustainability Manager come back with a presentation. ADDED VIA SUPPLEMENTAL

#### **10. Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4342](http://monterey.granicus.com/EditFile.php?clip_id=4342)

### **Read Out from Closed Session by County Counsel**

CLOSED SESSION REPORT:

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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.

The Board took no reportable actions on items 1.a.

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

The Board took no reportable actions on items 1.b.(1)

c. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

REMOVED ON SUPPLEMENTAL

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

The Board took no reportable actions on items 1.d.

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

The Board took no reportable actions on items 1.e.

**Adjourned**

The meeting was recessed at 4:43 p.m. in Memory of Harvey Kuffner by Chair Supervisor Wendy Root Askew and will adjourn from Closed Session.

**APPROVED:**

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**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH  
CLERK OF THE BOARD**

**APPROVED ON** \_\_\_\_\_



**Supplemental Sheet, Consent Calendar****Health Department**

11. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement (MHSA) with Center for Community Advocacy retroactive to July 1, 2021 for the provision of culturally specific mental health prevention and early intervention services for unserved adults, children, and families in the amount of \$141,989 for FY 2021-2022 and \$141,989 for FY 2022-2023 for a total Agreement amount of \$283,978 for the term of July 1, 2021 through June 30, 2023; and
- b. Approve and Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed (10%) (\$23,398) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15539**

**Department of Social Services**

12. Consider a Resolution:
- a. Approve amending the Department of Social Services Budget Unit 001-5010-8262-SOC005 to reallocate one (1) Principal Clerk Confidential to one (1) Personnel Technician Confidential for Human Resources; and
- b. Authorize and direct the County Administrative Office and the Auditor-Controller's Office to incorporate the changes in the FY 2021-22 Adopted Budget Unit 001-5010-SOC005-8262 to reflect the change in position counts.

**Adopted Resolution No.: 21-311**

**General Government**

13. a. Amend the Agricultural Commissioner's Budget Unit 2810-8001-Fund 001-Appropriation AGR001 to reallocate one half (.5) Weights/Measures Inspector III position to one half (.5) Agricultural Inspector/Biologist III position funded with Cannabis revenue; and
- b. Authorize and direct the County Administrative Office and the Auditor-Controller's Office to incorporate the changes in the FY 2021-22 Adopted Budget; and
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM System. (4/5 vote required)

**Adopted Resolution No. 21-388**

14. a. Receive an update on the Enterprise Resource Planning (ERP) Replacement Project Planning; and
- b. Approve an initial budget allocation of \$690,000 for the project resource costs related to pre-implementation planning phase which will include requirements definition, implementation resource planning, RFP development and release, and vendor selection; and

c. Authorize the Auditor-Controller to amend the Fiscal Year 2021-2022 Adopted Budget to increase appropriations by \$690,000 in Fund 478 (Enterprise Resource Planning), Department 1050 CAO, Unit 8506, Appropriation Unit CAO034 funded by unrestricted net position. (4/5 vote required)

**Received**

- 15.** Approve the Board of Supervisors Draft Action Meeting Minutes for the following meeting dates: Tuesday, January 5, 2021, Tuesday, January 12, 2021, Tuesday, January 26, 2021, Friday, January 29, 2021 and Tuesday, February 2, 2021.

**Approved**

**Public Works, Facilities and Parks**

- 16.** Adopt a resolution authorizing and directing the Auditor-Controller to amend the Fiscal Year (FY) 2021-22 Adopted Budget for County Service Area 47 - Carmel Views/Mar Vista, Fund 076, Appropriation Unit PFP030, increasing appropriations in the amount of \$28,607 to fund necessary street maintenance and repairs, where Fund 076 unassigned fund balance is the financing source (4/5th vote required).

**Adopted Resolution No. 21-312**

- 17.** a. Adopt the Plans and Specifications for 331 North Sanborn Road-Alisal Integrated Health Center, Project No. 1701, Bid Package No.10817; and  
b. Authorize the Director of Public Works Facilities and Parks to advertise for bids in the *Monterey County Weekly*.

**Adopted**

- 18.** a. Approve and authorize the Contracts/Purchasing Officer, or designee, to sign Amendment No. 1 to the County Standard Services Agreement with Nelson D. Holman dba Holman's Hook N' Haul for towing and recovery services at WeatherTech Raceway Laguna Seca, adding \$90,000 for a revised contract total of \$180,000, for the same term of August 19, 2020 through December 31, 2022; and  
b. Approve and authorize the Contracts/Purchasing Officer, or designee, to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$18,000) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15540; Amendment No.: 1**

- 19.** a. Approve and authorize the Contracts/Purchasing Officer, or designee, to sign a retroactive Agreement with Whitson & Associates, Inc. to provide engineered drawings for WeatherTech Raceway Laguna Seca retroactive from January 1, 2021 through December 31, 2023, for an amount not to exceed \$25,000; and  
b. Approve and authorize the Contracts/Purchasing Officer, or designee, to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$2,500) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15541**

**Addenda/Supplemental**

**20.**

**Removed from Closed Session**

c. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

**Other Board Matters - Added Corrected Attachment**

Board Referral 2021.16 (Revised 9-14-21)

**Correction to 10:30 A.M. - Scheduled Matters - Item No. 6 moving to item No. 9.1**

6. Receive a preliminary analysis report in response to Board Referral No. 2021.14 on EV Charging Stations.

**Added to Adjournment**

Adjourn in Memory of Harvey Kuffner

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, September 28, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Wendy Strimling, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): All Units
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:  
(1) Dianna Throckmorton (Worker's Compensation Appeals Board case no. ADJ13135224)
  - d. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

**Public Comments**

Open for public comments; no public comments made.

**The Board Recessed for Closed Session Agenda Items****10:30 A.M. - Reconvened on Public Agenda Items**

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Wendy Strimling, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Diego Espinoza.

**Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

**Correction to the Appointments**

Item No. 7, 8 and 12 are being requested to be pulled to be brought back to the Board at a later time

**Correction to the 1:30 PM Scheduled Items**

Item No. 14 is in receipt of a revised draft resolution and conditions of approval

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to adopt Ceremonial Resolution Numbers 2 through 6.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

2. Adopt a resolution honoring Probation Services Manager Robert Reyes upon his retirement from the Monterey County Probation Department after 25 years of dedicated County service. (Supervisor Askew)

**Adopted Resolution No. 21-316**

3. Adopt a resolution recognizing and honoring VIDA Community Health Workers for their service to community during the COVID-19 Pandemic. (Supervisor Askew)

**Adopted Resolution No. 21-317**

4. Adopt a resolution recognizing and honoring the work of Nurses of Monterey County for their dedication to patient care every day and especially throughout the COVID-19 Pandemic. (Supervisor Askew)

**Adopted Resolution No. 21-315**

5. Adopt a resolution recognizing and honoring Mary Duan for her journalistic contributions throughout the COVID-19 Pandemic. (Supervisor Askew)

**Adopted Resolution No. 21-314**

6. Adopt a resolution honoring Agustin Cruz upon his retirement after 5 years of service with the Monterey County Public Defender's Office and 28 years of service with the County of Fresno. (Supervisor Adams)

**Adopted Resolution No. 21-313**

### **Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to reappoint/appoint Item Numbers 9, 10, 11 and 13.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

Item Numbers 7, 8 and 12 were pulled from the agenda via additions and corrections.

7. Reappoint Nita Thomas to the South Monterey County Fire Protection District, with a term ending date of December 31, 2025. (South MoCo Fire Protection District)

**Removed from agenda via additions and corrections**

8. Reappoint David Nicolson to the South Monterey County Fire Protection District, with a term ending date of December 31, 2025. (South MoCo Fire Protection District)

**Removed from agenda via additions and corrections**

9. Reappoint Anita Dunsay to the Carmel Valley Road Advisory Committee, with a term ending date of June 30, 2024. (Supervisor Adams)

**Reappointed**

10. Reappoint Fred Rubin to the Carmel Valley Road Advisory Committee, with a term ending date of June 30, 2024. (Supervisor Adams)

**Reappointed**

11. Reappoint Eric Sand to the Carmel Valley Road Advisory Committee, with a term ending date of June 30, 2024. (Supervisor Adams)

**Reappointed**

12. Reappoint Jon Conatser to the South Monterey County Fire Protection District, with a term ending date of December 31, 2025. (South MoCo Fire Protection District)

**Removed from agenda via additions and corrections**

13. Appoint Brenda Granillo to the Commission on the Status of Women, with a term ending date of February 1, 2024. (Supervisor Lopez)

**Appointed****Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Bernie Gomez, via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to approve Consent Calendar Item Numbers 23 through 32.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**General Public Comments**

Open for general public comments for items not on today's agenda; Cesar Lara, Bernie Gomez, Alexis Magdaleno, Sonia (no last name provided) and Jenae Jervis, all via zoom, commented.

**10:30 A.M. - Scheduled Matters**

14. **PLN160131 - Pacific Gas & Electric (CONTINUED FROM FEBURARY 26, 2019, and MARCH 26, 2019)**

Public hearing to consider an appeal by Friends, Artists & Neighbors of Elkhorn Slough (FANS) from the December 6, 2018, Zoning Administrator decision adopting a Mitigated Negative Declaration and approving a Coastal Development Permit to allow grading on slopes of 25 percent or greater, and a Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat for earthwork associated with increasing ground clearance for existing Pacific Gas & Electric Company



powerlines.

**Project Location:** Upland landform located south of Strawberry Canyon Road and north of Tucker Road, 490 and 500 Strawberry Canyon Rd; and 95 and 123 Tucker Road, on an upland landform located between the two roads, North County Land Use Plan, Coastal Zone.

**Proposed CEQA Action:** Adopt a Mitigated Negative Declaration.

**Public hearing commenced.**

Kayla Nelson, Assistant Planner from the Housing and Community Development Department, via Zoom, presented via PowerPoint presentation.

Paul Morado, Applicant Agent for P.G & E., in person, and Molly Erickson, Appellant Attorney, via Zoom, made comments on behalf of their clients.

Open for public comments; Eric Peterson., in person, Jill Lyn Lambert and Ryan Bell, via Zoom, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo, as amended per the memorandum dated September 27, 2021, from HCD to adopt Resolution No. 21-320 to:

- a. Acknowledge changes to the project agreed upon to resolve contentions raised in the appeal of the Zoning Administrator's approval by Friends, Artists and Neighbors of the Elkhorn Slough;
- b. Adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan;
- c. Approve a Combined Development Permit consisting of:
  1. A Coastal Development Permit to allow grading approximately 400 cubic yards over an area of approximately 2,855 square feet to increase ground clearance for existing Pacific Gas & Electric Company powerlines within 100 feet of environmentally sensitive habitat; and
  2. Coastal Development Permit to allow grading on slopes in excess of 25 percent; and
- d. Grant FANS' request to waive provision of stamped envelopes.

A draft resolution, including findings and evidence, is attached for consideration (Attachment B). Staff recommends approval subject to 17 conditions, including 4 Mitigation Measures.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**15.** Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to add a 2% base salary increase for Units X, XL and Y effective September 25, 2021, excluding the Chief Deputy County Counsel (39B25) and Chief Deputy Public Defender (39P35) classifications in Unit X effective September 25, 2021;
- b. Amend Personnel Policies and Practices Resolution No. 98-394 to delete Section A.9.17 Educational Stipend - X Unit and amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to add a 2% base salary increase for Unit X to replace the Educational Stipend effective September 25, 2021;
- c. Approve the 2021 Winter Recess for units P, X, XL, Y and Z (excluding elected officials in unit Y);
- d. Direct the Auditor-Controller to implement the Winter Recess, and the Human Resources

Department to implement the salary increases in the Advantage HRM System.

Irma Ramirez-Bough, Director, in person, and Kim Moore, Assistant Director, via Zoom, both from the Human Resources Department verbally presented.

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to adopt Resolution No. 21-321 to:

- a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to add a 2% base salary increase for Units X, XL and Y effective September 25, 2021, excluding the Chief Deputy County Counsel (39B25) and Chief Deputy Public Defender (39P35) classifications in Unit X effective September 25, 2021;
- b. Amend Personnel Policies and Practices Resolution No. 98-394 to delete Section A.9.17 Educational Stipend - X Unit and amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to add a 2% base salary increase for Unit X to replace the Educational Stipend effective September 25, 2021;
- c. Approve the 2021 Winter Recess for units P, X, XL, Y and Z (excluding elected officials in unit Y);
- d. Direct the Auditor-Controller to implement the Winter Recess, and the Human Resources Department to implement the salary increases in the Advantage HRM System.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

#### 12:00 P.M. - Recessed to Lunch

#### 1:30 P.M. - Reconvened

#### Roll Called

Present: 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

#### Staff Present

Charles McKee, County Administrative Officer, Wendy Strimling, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

#### Announcement of Interpreter

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

#### 1:30 P.M. - Scheduled Matters

16. a. Receive an update from Environmental Health and Sustainability Program staff regarding the County Action Plan and enforceable ordinance for Senate Bill 1383; and

b. Provide direction to staff on discretionary policy questions involving whether to allow Self Hauling of organic waste and whether to use the state's suggested penalty fees.

**Ashley Paulsworth, Management Analyst III from the County Administrative Office, Karina Alcala, Recycling/Resource Recovery Specialist, Melissa Rangel-Gutierrez, Recycling/Resource Recovery Specialist and Brian Azevedo, Environmental Health Specialist from the Health Department, all via Zoom, presented via PowerPoint presentation.**

**Open public comments; Kristen Skromme, via Zoom, commented.**

**A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:**

- a. Receive an update from Environmental Health and Sustainability Program staff regarding the County Action Plan and enforceable ordinance for Senate Bill 1383; and**
- b. Provided direction to staff regarding discretionary policy questions involving whether to allow Self Hauling of organic waste and whether to use the state's suggested penalty fees which were both approved to move forward on.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

- 17.**
- a. Receive an update on the expenditure report through August 15, 2021 (Attachment A) for the Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project ("Pilot Project"); and
  - b. Approve a budget of remaining unallocated County funds of \$927,026, as submitted by the Community Foundation for Monterey County (CFMC) in Attachment B, to allow for CFMC to make grants to seven VIDA Project partners for a six-month grant period, effective October 1, 2021 to March 31, 2022. The seven VIDA Project partners include: Center for Community Advocacy, Lideres Campesinas, Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO), Pajaro Valley Prevention and Student Assistance (PVPSA), City of Gonzales, CHISPA and The Village Project; and
  - c. Approve and Authorize the County Administrative Officer, or his designee, to execute Amendment No. 2 to the Agreement with the Community Foundation for Monterey County for Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project ("Pilot Project"), adding 6 months, for a revised full term of January 1, 2021 through March 31, 2022, with no change to the not to exceed amount of \$4,989,651.03; and
  - d. Approve and authorize the County Administrative Officer or Assistant County Administrative Officer to approve budget modification requests in accordance with the budget categories and line items previously approved by the Board on December 21, 2020, as outlined in Attachment B; and
  - e. Provide direction to staff as appropriate.

**Krista Hanni, Public Health Program Manager II from the Health Department and Michael Castro from Community Foundation for Monterey County, both via Zoom, presented via PowerPoint presentation.**

**Open for public comments; PK Daniel Diffenbaugh, Barbara Meister, Sarait Martinez, Sonja Koehler and Janine Chicourrat. all via Zoom, commented.**

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

- a. Receive an update on the expenditure report through August 15, 2021 (Attachment A) for the Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project ("Pilot Project"); and
- b. Approve a budget of remaining unallocated County funds of \$927,026, as submitted by the Community Foundation for Monterey County (CFMC) in Attachment B, to allow for CFMC to make grants to seven VIDA Project partners for a six-month grant period, effective October 1, 2021 to March 31, 2022. The seven VIDA Project partners include: Center for Community Advocacy, Lideres Campesinas, Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO), Pajaro Valley Prevention and Student Assistance (PVPSA), City of Gonzales, CHISPA and The Village Project; and
- c. Approve and Authorize the County Administrative Officer, or his designee, to execute Amendment No. 2 to the Agreement with the Community Foundation for Monterey County for Virus Integrated Distribution of Aid Project (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project ("Pilot Project"), adding 6 months, for a revised full term of January 1, 2021 through March 31, 2022, with no change to the not to exceed amount of \$4,989,651.03; and
- d. Approve and authorize the County Administrative Officer or Assistant County Administrative Officer to approve budget modification requests in accordance with the budget categories and line items previously approved by the Board on December 21, 2020, as outlined in Attachment B; and
- e. Provided direction to staff as appropriate.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

18.
  - a. Conduct a public hearing on Urban County Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) for FY20/21;
  - b. Consider the CAPER for FY20/21;
  - c. Consider authorizing the Director of Housing and Community Development to submit the CAPER to the U.S. Department of Housing and Urban Development (HUD);
  - d. Consider authorizing the Director of Housing and Community Development to make minor changes to the CAPER as needed in response to comments from HUD;
  - e. Approve the Urban County CDBG CAPER for FY20/21 for submittal to the U.S. Department of Housing and Urban Development (HUD); and,
  - f. Authorize the Director of Housing and Community Development to make minor changes to the CAPER as needed or in response to comments from HUD.

Public hearing commenced.

Darby Marshall, Redevelopment/Housing Project Analyst II from the Housing and Community Development Department, via Zoom, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

- a. Conduct a public hearing on Urban County Community Development Block Grant (CDBG)

Consolidated Annual Performance and Evaluation Report (CAPER) for FY20/21;

b. Consider the CAPER for FY20/21;

c. Consider authorizing the Director of Housing and Community Development to submit the CAPER to the U.S. Department of Housing and Urban Development (HUD);

d. Consider authorizing the Director of Housing and Community Development to make minor changes to the CAPER as needed in response to comments from HUD;

e. Approve the Urban County CDBG CAPER for FY20/21 for submittal to the U.S. Department of Housing and Urban Development (HUD); and,

f. Authorize the Director of Housing and Community Development to make minor changes to the CAPER as needed or in response to comments from HUD.]

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

19. Consider adopting an ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions.

Les Girard, County Counsel from the County Counsel Office, via Zoom, showed the ordinance via his screen and verbally presented.

Open for public comments; young woman black hair no name given, Amy Zinetta, Drea (no last name provided), in person, Anne Thompson, Sonia (no last name given), phone number ending in 112, Anne Wheelis, Carolyn Swanson, Gary Curiso and Kurt Gonzalez (a woman), all via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew with Supervisor John M. Phillips and Supervisor Chris Lopez, voting no, to:

Adopt Ordinance No. 5363 requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: NAY

Supervisor Lopez: NAY

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

Motion carried 3 to 2

20. Consider adoption of a resolution pursuant to AB 361 to find that as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, holding Board of Supervisors meetings in person would present imminent risks to the health or safety of attendees.

Les Girard, County Counsel from the County Counsel Office, via Zoom, verbally presented.

Upon consensus the Board received a report on:

The recommendation that the Board of Supervisors adopt a resolution pursuant to AB 361 to find that as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, holding Board of Supervisors' meetings in person would present imminent risks to the health or safety of attendees.

**Other Board Matters****County Administrative Officer Comments and New Referrals****21. County Administrative Officer Comments and New Referrals**

Charles McKee, County Administrative Officer from the County Administrative office commented and shared there are two new referrals this week:

One new referral from Supervisor Chris Lopez: Referral 2021.19:

Referral purpose: Create a Farmworker Resource Center in the community of Greenfield CA; and

One new referral from Supervisor Mary L. Adams: Referral 2021.18:

Referral purpose: To initiate a comprehensive discussion on regional scale water issues and potential solutions in Monterey County

Open for public comments; Sonja Koehler and Kurt Martinez (Nicole), via Zoom, commented.

County Administrative Officers' comments/referrals can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4345](http://monterey.granicus.com/EditFile.php?clip_id=4345)

**Referral Responses****22. Receive a preliminary analysis report in response to **Board Referral No. 2021.15** seeking to update Monterey County Noise Ordinance (Chapter 10.60 of the Monterey County Code).**

Charles McKee, County Administrative Officer from the County Administrative office presented an overview on the preliminary analysis report in response to Board Referral No. 2021.15 seeking to update Monterey County Noise Ordinance (Chapter 10.60 of the Monterey County Code).

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to: Direct the Housing and Community Development Department to work with the County Counsel's Office to strengthen the noise ordinance and work in collaboration with Monterey County Sheriff's Office in how to enforce compliance with the ordinance.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4345](http://monterey.granicus.com/EditFile.php?clip_id=4345)

**Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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

The Board approved a side letter with Unit H for Anesthesiologists to work overtime on items 1.b.  
(1)

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Dianna Throckmorton (Worker's Compensation Appeals Board case no. ADJ13135224)

The Board took no reportable actions on items 1.c.(1)

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

The Board took no reportable actions on items 1.d.

**Adjourned**

The meeting was adjourned at 4:23 p.m. in Memory of Lanny Olis by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH  
CLERK OF THE BOARD  
APPROVED ON** \_\_\_\_\_

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

- 23.** a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14514) with Monterey Spine and Joint PC to provide neurosurgery services adding \$250,000 for revised amount not to exceed \$750,000 in the aggregate and extending the term by twelve months (October 1, 2021 to September 30, 2022) for a revised full term of October 1, 2019 to September 30, 2022; and
- b. Authorize the Interim Chief Executive Office for Natividad to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No.: A-14514; Amendment No. 1**

- 24.** a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute an Agreement with Vigilant Neuromonitoring LLC for intraoperative neurophysiological monitoring services at Natividad for an amount not to exceed \$200,000 for the term October 1, 2021 through September 30, 2023.
- b. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the agreement per each amendment.

**Agreement No.: A-15549**

**Health Department**

- 25.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15264 with Community Human Services for the provision of Prevention and Early Intervention Outreach and Engagement and Innovation services retroactive to July 1, 2021 adding \$965,000 for FY 2021-2022 and \$915,000 for FY 2022-2023, for a new total Agreement amount not to exceed \$3,239,514 for a term of July 1, 2021 through June 30, 2023.

**Approved - Agreement No.: A-15264; Amendment No. 1**

**Department of Social Services**

- 26.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment # 1 to the agreement with Community Human Services (CHS) to incorporate new curriculum for Parent Education services for Family and Children's Services clients and adding \$211,922 for a total contract amount of \$247,922; and



b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$24,792) of the contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15550; Amendment No. 1**

### **Criminal Justice**

- 27.** Approve the Board of Supervisors Draft Action Meeting Minutes for the following meeting date(s): Tuesday, February 9, 2021.

**Approved**

**28.**

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a three (3) year non-standard agreement with Vigilant Solutions, LLC, for six license plate recognition (LPR) software licenses for the Sheriff's Office in the amount of \$13,500, effective upon signature.

**Approved - Agreement No.: A-15551**

**29.**

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 2 to the California Forensic Medical Group, Inc.(CFMG) Professional Services Agreement A-13814 for the Jail Based Competency Treatment (JBCT) program, in the amount of \$2,319,666 for a term retroactive to July 1, 2021 through June 30, 2023. This amendment provides for the extra contracted medical care for the Sheriff's Office and Department of State Hospitals Jail Based Competency Treatment program whose cost will be absorbed through the Sheriff's JBCT contract with the Department of State Hospitals.

**Approved - Agreement No.: A-13814; Amendment No. 2**

### **General Government**

- 30.** a. Approve and authorize the Director of Child Support Services (CSS) to sign a Plan of Cooperation (POC) with the Superior Court of California, County of Monterey (Superior Court), to describe the distinct roles and responsibilities to be performed by CSS and the Superior Court as each entity complies with its respective duties under Family Code sections 4250 - 4253 and 10000 - 10015, collectively also known as the AB 1058 Program. The terms of this POC shall be effective upon signing of Parties and approval of the California Department of Child Support Services (DCSS) and the Judicial Council of California's AB 1058 Program Manager, and shall end on July 1, 2023.

**Approved**

- 31.** a. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for the County Administrative Office Cannabis Program (001-CAO004) to increase appropriations

by \$52,054.50, financed by Restricted Fund Balance Public Protection-Project Deposits Land Use (001-3041-PROJ-Cannabis) (4/5 vote required);

b. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for the Health Department - Environmental Health Bureau (001-HEA005) to increase appropriations by \$6,497.04, financed by Restricted Fund Balance Public Protection-Project Deposits Land Use (001-3041-PROJ-Cannabis) (4/5 vote required); and

c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for the Office of County Counsel (001-COU001) to increase appropriations by \$11,019.02, financed by Restricted Fund Balance Public Protection-Project Deposits Land Use (001-3041-PROJ-Cannabis) (4/5 vote required).

**Adopted Resolution No. 21-323**

**32.** Adopt Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 and Appendices A and B to create the classification of Surgical Technician-Per Diem with the salary range as indicated in the attached Resolution; and

b. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

**Adopted Resolution No. 21-324**

**Supplemental**

**33.**

**Supplemental**

21. Added Board Referral Matrix 9-28-21 Revised and Board Referral No. 2021.18 Revised

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, October 5, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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**

Open for public comments; Wildfire, Wes White, Rita Acosta, David Rosen, Dee Carera, Lilia Gomez, young woman in black attire no name provided, in person, and Scott Brusaschetti, Jennifer Jean-Pierre and Elizabeth Tyler, via Zoom, commented.

**The Board Recessed for Closed Session Agenda Items****10:30 A.M. - Reconvened on Public Agenda Items**

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led Amy Burnett and members of the San Benancio 4H group.

**Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Correction to the 1:30 p.m. scheduled matters:

Item No. 9 is in receipt of revised Board Report.

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to adopt Ceremonial Resolution Numbers 2 through 6.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

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)

**Adopted Resolution No. 21-327**

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

**Adopted Resolution No. 21-325**

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)

**Adopted Resolution No. 21-326**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to reappoint/appoint Item Numbers 5.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to nominate Supervisor Luis A. Alejo, as primary member and Supervisor Wendy Root Askew as the alternate member for CSAC for Item Number 5.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

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

**Appointed**

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.

**Supervisor Luis A. Alejo was nominated as the primary member and Wendy Root Askew was nominated as the alternate member for CSAC.**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; Steve Vagnini, via Zoom, commented.

Supervisor Wendy Root Askew made comments on Item No. 20.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Numbers 14 through 23.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

### General Public Comments

#### 7. General Public Comments

Open for general public comments for items not on today's agenda; Ron (no last name provided), Nina Beety, Jacquie (no last name provided) and Jenae Jervis, all via zoom, commented.

### 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.

Jose Arreola, Administrator City of Salinas; Rosemary Soto, Management Analyst, from the County Administrative Office, Linda McGlone, Senior Health Educator and Edward Moreno, Bureau Chief of Health Department, all via Zoom, presented via PowerPoint presentation.

Open for public comments; Eloise Shim and Sonja Koehler, via Zoom, commented.

Upon consensus the Board:

Received 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.

### 12:00 P.M. - Recessed to Lunch

### 1:30 P.M. - Reconvened

### Roll Called

Present: 5 - Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor Luis A. Alejo who appeared via video conference

### Staff Present

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### Announcement of Interpreter

Jocelyn Martinez, Spanish Interpreter present and announced Spanish interpreter services.

**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.

**Melanie Beretti, Services Manager and Jacquelyn Nickerson, Management Analyst, from the Housing Community and Development Department and comments by Erin Harwayne, Senior Planner/Environmental Scientist from Denise Duffy & Associates, all via, Zoom, presented via PowerPoint presentation.**

**Open for public comment; no public comments made.**

**A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:**

- 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. Provided input to the Public Participation Plan with an interim check in to the Board; and  
d. Provided direction to staff.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: NAY**

**Supervisor Phillips: AYE**

**Supervisor Lopez: NAY**

**Supervisor Adams: AYE**

**Chair Supervisor Root Askew: AYE**

**Motion carried 3 to 2**

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.

**Joann Iwamoto, Program Manager and Myles Echenique, Management Analyst; both in person, presented via PowerPoint presentation.**

**Open for public comment; Christine DiPaci, Michelle Hackett, Chris Boggs, Mike Ferguson, Eloise Shimm, and Joey Espinoza, all via Zoom, commented,**

**A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:**

- 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.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### Other Board Matters

#### County Administrative Officer Comments and New Referrals

#### 11. County Administrative Officer Comments and New Referrals

Charles McKee, County Administrative Officer from the County Administrative office made no comments and had no new referrals this week.

#### 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.

Erik Lundquist, Director of Housing Community and Development Department, in person, presented via PowerPoint presentation.

Open for public comments; Chris Walton, John Isle, Eric Sand, Rick (no last name provided), Mary Ann Dewaine, Doyle Moises, Noel (no last name provided), Gary Cursio, Dawn Knotis, all in person, Kim Stemler, Rick Aldinger, and Janine Chicourrat, via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to: 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; and Directed staff to return on Tuesday, November 16, 2021 to implement a pilot program in District 5 and using Host Compliance for code compliance and lastly use the Short Term Rental Transient Occupancy Tax to form the Enforcement Unit.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

#### 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.

Charles McKee, County Administrative Officer from the County Administrative Office, in person, verbally presented on this item, in addition to, Elsa Jimenez, Director of the Health Department, via Zoom, spoke on the item.

Open for public comments; Nina Beety, and Carol Kuzdenyi, all via Zoom, commented.

Upon consensus the Board:

Received 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.

### **Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4352](http://monterey.granicus.com/EditFile.php?clip_id=4352)

### **Read Out from Closed Session by County Counsel**

#### **CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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

The Board took no reportable actions on items 1.b.(1)(2)

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.

The Board took no reportable actions on items 1.c.

### **Adjourned**

The meeting was adjourned at 4:24 p.m. by Chair Supervisor Wendy Root Askew and the adjourn in Memory of Terry Kaiser will be postponed until next week.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH  
CLERK OF THE BOARD  
APPROVED ON** \_\_\_\_\_

**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.

**Approved - Agreement No.: A-15552**

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.

**Approved - Agreement No.: A-15553**

**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.

**Approved - Agreement No.: A-15554**

**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.

**Approved****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.

**Adopted Resolution No. 21-330**

- 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.

**Approved****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.

**Adopted Resolution No. 21-331**

**Housing and Community Development**

- 21.** Adopt a resolution to:
- 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
  - 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).

**Adopted Resolution No. 21-332**

- 22.** Adopt a resolution to:
- 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
  - 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
  - Direct the Housing and Community Development (HCD) Director or Chief of Planning to collaborate with the Ag Land Trust in the grant application process.
  - 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****Adopted Resolution No. 21-333****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.

**Approved - Agreement No.: A-12658; Amendment No. 4**

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Thursday, October 7, 2021**

**2:00 PM**

**Special Meeting**

## **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*



**2:00 P.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew, Supervisor Mary L. Adams, Supervisor John M. Phillips and Supervisor Luis A. Alejo all appeared via video conference and Supervisor Chris Lopez who appeared in person.

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel appeared via video conference with Valerie Ralph, Clerk of the Board who appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**Closed Session**

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

**Public Comments for Closed Session**

Open for public comments; no public comments made.

**The Board Recessed for Closed Session Agenda Items****2:45 P.M. - Reconvened****Roll Called**

Chair Supervisor Wendy Root Askew reconvened the meeting for read out only from Closed Session by Les Girard, County Counsel.

**Staff Present**

Les Girard, County Counsel appeared via video conference with Valerie Ralph, Clerk of the Board who appeared in person.

**Read Out from Closed Session by County Counsel**

CLOSED SESSION REPORT

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

a. 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

The Board came to a tentative agreement with Units F, H, J and K on item 1.a.(1) subject to ratification with those bargaining units.

**Adjourned**

The meeting was adjourned at 2:35 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH  
CLERK OF THE BOARD**

**APPROVED ON** \_\_\_\_\_

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, October 26, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez, Supervisor John M. Phillips and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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: Elsa M. Jimenez and Charles R. Harris, M.D.  
Employee Organization(s): Unit U
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) David Dungan (Worker's Compensation Appeals Board case no. ADJ8617687)
    - (2) David Dungan (Worker's Compensation Appeals Board case no. ADJ8617684)
    - (3) David Dungan (Worker's Compensation Appeals Board case no. ADJ6405121)
    - (4) Minerva McNabb (Worker's Compensation Appeals Board case no. ADJ13053287)
  - d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
  - e. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

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

#### **Public Comments for Closed Session Items**

Open for public comments; no public comments made.

#### **The Board Recessed for Closed Session Agenda Items**

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

#### **Roll Called**

Present: 5 - Supervisor Wendy Root Askew and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez, Supervisor John M. Phillips and Supervisor Luis A. Alejo who appeared via video conference

#### **Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

#### **Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

#### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Mr. Juan Sanchez of Palenke Arts.

#### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

#### **Correction to the Appointments**

Item No.'s 4 - 9 are being requested to be pulled to be brought back to the Board at a later time

#### **Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to continued Item No.'s 2 - 9 to next week's agenda on Tuesday, November 2, 2021.

A substitute motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to reappoint/appoint Item Numbers 2 and 3 and continue Item No.s 4 - 9 to next week's agenda on Tuesday, November 2, 2021.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Adams: AYE  
Chair Supervisor Root Askew: AYE

2. Reappoint Juan Morales to the In-Home Support Services Advisory Committee, with a term ending date of June 30, 2024. (Nominated by In-Home Support Services Advisory Committee)  
**Reappointed**
3. Reappoint Richard Kuehn to the In-Home Support Services Advisory Council, with a term ending date of June 30, 2024. (Nominated by In-Home Support Services Advisory Council)  
**Reappointed**
4. Appoint Bill Perocchi to the Economic Opportunity Committee, with a term ending date Pleasure of the Board. (Nominated by the Economic Opportunity Committee)  
**Continued to next week's agenda on Tuesday, November 2, 2021.**
5. Appoint Don Chapin to the Economic Opportunity Committee, with a term ending date Pleasure of the Board. (Nominated by the Economic Opportunity Committee)  
**Continued to next week's agenda on Tuesday, November 2, 2021.**
6. Appoint Janine M. Chicourrat to the Economic Opportunity Committee, with a term ending date of Pleasure of the Board. (Nominated by the Economic Opportunity Committee)  
**Continued to next week's agenda on Tuesday, November 2, 2021.**
7. Appoint Larry Samuels to the Economic Opportunity Committee, with a term ending date of Pleasure of the Board. (Nominated by the Economic Opportunity Committee)  
**Continued to next week's agenda on Tuesday, November 2, 2021.**
8. Appoint Leonard P. O'Neill to the Economic Opportunity Committee, with a term ending date of Pleasure of the Board. (Nominated by the Economic Opportunity Committee)  
**Continued to next week's agenda on Tuesday, November 2, 2021.**
9. Appoint Norm Groot to the Economic Opportunity Committee, with a term ending date of Pleasure of the Board. (Nominated by the Economic Opportunity Committee)  
**Continued to next week's agenda on Tuesday, November 2, 2021.**

**Approval of Consent Calendar – (See Supplemental Sheet)**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to

approve Consent Calendar Item Numbers 17 through 36.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### **General Public Comments**

#### **10. General Public Comments**

Open for general public comments for items not on today's agenda; Spanish speaking woman (last name inaudible) assisted by the Spanish Interpreter Maria Avila, Casandra (last name inaudible) and Wes White, all in person, Ezra (no last name provided), Beatriz (no last name provided), Bernie Gomez and Karla Lobo, via Zoom commented.

### **10:30 A.M. - Scheduled Matters**

- 11.** Consider finding, pursuant to AB 361 and in order for the Board of Supervisors to continue meeting remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board of Supervisors has reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

Susan Blitch, Assistant County Counsel made brief verbal remarks.

Open for public comment; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:  
Find pursuant to AB 361 and in order for the Board of Supervisors to continue meeting remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board of Supervisors has reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### **12:00 P.M. - Recessed to Lunch back into Closed Session**

### **1:30 P.M. - Reconvened**

### **Roll Called**

**Present:** 5 - Supervisor Wendy Root Askew and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez, Supervisor John M. Phillips and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

- 12.** a. Hold a public hearing in compliance with the Tax Equity and Financial Responsibility Act of 1982 (TEFRA) and the Internal Revenue Code of 1986, as amended, regarding the issuance by the California Municipal Finance Authority (CMFA) of tax-exempt revenue bonds to finance the acquisition, construction, improvement and equipping of a 66-unit affordable rental housing facility for low-income tenants, to be located at 21131 and 21231 Ord Avenue in East Garrison, California, an unincorporated community in the County of Monterey; and
- b. Adopt a resolution approving the issuance, for federal income tax purposes, of CMFA revenue bonds, in the aggregate principal amount not to exceed \$30,000,000, to finance a multifamily rental housing facility for the benefit of CHISPA, Inc., and certain other matters relating thereto; and
- c. Determine that the above actions involve government funding mechanisms and/or fiscal activities and are not a project under the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines.

**Public hearing commenced.**

Juan Lopez, Principle Administrative Analyst from the County Administrative Office, via Zoom, verbally presented.

**Open for public comments; no public comments made.**

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

- a. Hold a public hearing in compliance with the Tax Equity and Financial Responsibility Act of 1982 (TEFRA) and the Internal Revenue Code of 1986, as amended, regarding the issuance by the California Municipal Finance Authority (CMFA) of tax-exempt revenue bonds to finance the acquisition, construction, improvement and equipping of a 66-unit affordable rental housing facility for low-income tenants, to be located at 21131 and 21231 Ord Avenue in East Garrison, California, an unincorporated community in the County of Monterey; and**
- b. Adopt Resolution No. 21-370 approving the issuance, for federal income tax purposes, of CMFA revenue bonds, in the aggregate principal amount not to exceed \$30,000,000, to finance a multifamily rental housing facility for the benefit of CHISPA, Inc., and certain other matters relating thereto; and**
- c. Determine that the above actions involve government funding mechanisms and/or fiscal activities and are not a project under the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines.**



Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

13. a. Hold a public hearing in compliance with the Tax Equity and Financial Responsibility Act of 1982 (TEFRA) and the Internal Revenue Code of 1986, as amended, regarding the issuance by the California Statewide Communities Development Authority (CSCDA) of tax-exempt revenue bonds for financing and refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of healthcare and related facilities for Montage Health; and
- b. Adopt a resolution approving the issuance, for federal income tax purposes, of CSCDA revenue bonds, in the aggregate principal amount not to exceed \$165,000,000, for financing and refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of Montage Health healthcare and related facilities and certain other matters relating thereto; and
- c. Determine that the above actions involve government funding mechanisms and/or fiscal activities and are not a project under the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines

Public hearing commenced.

Juan Lopez, Principle Administrative Analyst from the County Administrative Office, via Zoom, verbally presented.

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

- a. Hold a public hearing in compliance with the Tax Equity and Financial Responsibility Act of 1982 (TEFRA) and the Internal Revenue Code of 1986, as amended, regarding the issuance by the California Statewide Communities Development Authority (CSCDA) of tax-exempt revenue bonds for financing and refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of healthcare and related facilities for Montage Health; and
- b. Adopt Resolution No. 21-371 approving the issuance, for federal income tax purposes, of CSCDA revenue bonds, in the aggregate principal amount not to exceed \$165,000,000, for financing and refinancing the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of Montage Health healthcare and related facilities and certain other matters relating thereto; and
- c. Determine that the above actions involve government funding mechanisms and/or fiscal activities and are not a project under the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

14. a.) Receive a report and presentation in response to **Board Referral No. 2021.14** ; and
- b.) Direct that staff pursue funding and resources to complete some or all of the best practices for

- EV Readiness listed in the report; and  
c.) Provide further direction, as appropriate.

Ashley Paulsworth, Sustainability Program Manager from the County Administrative Office, via Zoom, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

- a.) Receive a report and presentation in response to Board Referral No. 2021.14 ; adopt best practices and
- b.) Direct that staff pursue funding and resources to complete some or all of the best practices for EV Readiness listed in the report; and
- c.) Directed staff to create a map to document charging stations locations throughout Monterey County like Contra Costa County created.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### Other Board Matters

#### County Administrative Officer Comments and New Referrals

#### 15. County Administrative Officer Comments and New Referrals

Charles McKee, County Administrative Officer from the County Administrative office commented and shared there is one new referral this week:

One new referral from Supervisor John M. Phillips: Referral 2021.22:

Referral purpose: Illegal roadside camping on Potrero has created public health and safety concerns for the community of Moss Landing, particularly regarding fire safety and dumping of waste, including human waste. The purpose of this referral is to implement requisite signage to clarify and strengthen the ability for Monterey County Sheriff's Office peace officers to enforce and better implement the intent of Monterey County Code Section 12.28.021 to enforce the no overnight parking ordinance.

Open for public comments; no public comments made.

County Administrative Officer comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4369](http://monterey.granicus.com/EditFile.php?clip_id=4369)

#### Referral Responses

16. Receive a preliminary analysis report in response to Board Referral No. 2021.19 seeking to create a Farmworker Resource Center in the community of Greenfield CA.

Henry Gonzales, Agricultural Commissioner from the Agriculture Office, via Zoom, provided a verbal update.

Open for public comments; no public comments made.

Upon consensus the Board:

Received a preliminary analysis report in response to Board Referral No. 2021.19 seeking to create a Farmworker Resource Center in the community of Greenfield CA.

### Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4369](http://monterey.granicus.com/EditFile.php?clip_id=4369)

### Read Out from Closed Session by County Counsel

#### CLOSED SESSION REPORT

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.

The Board took no reportable actions on items 1.a.

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: Elsa M. Jimenez and Charles R. Harris, M.D.

Employee Organization(s): Unit U

The Board took no reportable actions on items 1.b.(1)(2)

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) David Dungan (Worker's Compensation Appeals Board case no. ADJ8617687)

(2) David Dungan (Worker's Compensation Appeals Board case no. ADJ8617684)

(3) David Dungan (Worker's Compensation Appeals Board case no. ADJ6405121)

(4) Minerva McNabb (Worker's Compensation Appeals Board case no. ADJ13053287)

The Board took no reportable actions on items 1.c.(1)(2)(3)(4)

d. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.

The Board took no reportable actions on items 1.d.

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

The Board took no reportable actions on items 1.e.

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

The Board took no reportable actions on items 1.f.

**Adjourned**

The meeting was adjourned at 2:44 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**VALERIE RALPH**  
**CLERK OF THE BOARD**  
**APPROVED ON** \_\_\_\_\_

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

17. a. Authorize the Interim Chief Executive Officer (“CEO”) for NMC or his designee to execute seventh amendments to the agreements with Medical Search, LLC d.b.a. SUMO Medical Staffing (A-12896), Staff Care, Inc. (A-12897), Next Medical Staffing, LLC (A-12898), MDA Holdings, Inc. d.b.a. Medical Doctor Associates, LLC (A-12899), and Jackson & Coker Locum Tenens, LLC d.b.a. Jackson & Coker (A-12900) (“Locum Tenens Agencies”) for locum tenens physician referral services at NMC pursuant to the Request for Proposals (RFP) #9600-61 to address changes in California law and to update payment rates, with no change to the term of each agreement (August 1, 2015 through December 31, 2021) or to the total aggregate liability for all agreements (\$10,500,000);
- b. Authorize the Interim CEO for NMC or his designee to execute a further amendment to each of the agreements with the Locum Tenens Agencies to extend the term of each agreement to June 30, 2022, with necessary updates to payment rates, but with no change to the total aggregate liability for all agreements.

**Approved - Agreement No's.:**

**Medical Search, LLC d.b.a. SUMO Medical Staffing Agreement No.: A-12896; Amendment No. 7;**  
**Staff Care, Inc. Agreement No.: A-12897; Amendment No. 7; Next Medical Staffing, LLC**  
**Agreement No.: A-12898; Amendment No. 7;**  
**MDA Holdings, Inc. d.b.a. Medical Doctor Associates Agreement No.: A-12899; Amendment No. 7;**  
**Jackson & Coker Locum Tenens, LLC d.b.a. Jackson & Coker Agreement No.: A-12900;**  
**Amendment No. 7**

18. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13020) with CA Transplant dba SafetyGraft for tissue bank services, extending the agreement an additional one (1) year period (January 1, 2022 through December 31, 2022) for a revised full agreement term of January 1, 2016 through December 31, 2022 and adding \$130,000 for a revised total agreement amount not to exceed \$362,500.

**Approved - Agreement No.: A-13020; Amendment No. 4**

19. Adopt Resolution to:
- a. Amend Personnel Policies and Practices Resolution No. 98-394 and Appendices A and B to adjust the salary range for the classification of Director of Health Information Management, as indicated in the attached resolution; and
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

**Adopted Resolution No. 21-372****Health Department**

20. a. Approve the recommendation of the Director of Health to accept the modification to add Mutual Indemnification to the Student Placement Agreement (Agreement) with Grand Canyon University (GCU) for the placement of students within the Health Department to complete internship/externship

assignments as part of their respective field education and service learning requirements for the next four (4) Fiscal Years (FYs) 2021-2022 through FYs 2024-2025, effective November 1, 2021; and  
b. Authorize the Director of Health to execute the Student Placement Agreement with GCU, with an effective date of November 1, 2021.

**Approved - Agreement No.: A-15569**

**Department of Social Services**

**21. Adopt a Resolution:**

- a. Approve amending the Department of Social Services Budget Unit 001-5010-8262-SOC005 to reallocate one (1) Principal Clerk Confidential to one (1) Senior Personnel Analyst for Human Resources; and
- b. Authorize and direct the County Administrative Office and the Auditor-Controller's Office to incorporate the changes in the FY 2021-22 Adopted Budget Unit 001-5010-SOC005-8262 to reflect the change in position counts.

**Adopted Resolution No. 21-373**

- 22.** a. Approve and authorize the Director of the Department of Social Services to sign Amendment #3 to Agreement A-14168 with Binti, Inc., for the provision of licenses and support for Resource Family Approval software extending the contract through October 31, 2022 and adding \$29,705 for a new contract total of \$114,545; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to the Agreement where the total amendments do not exceed 10% (\$11,454) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-14168; Amendment No. 3**

**General Government**

- 23.** Accept the Monterey County Law Library Annual Report, Financial Year 2020-2021.

**Approved**

- 24.** Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisors to sign a Renewal and Amendment No. 3 with Monterey Bay Office Products, Inc., dba Monterey Bay Systems ("MBS"), for the lease of one printer and related maintenance and supplies, extending the term by one year for a revised full term of October 1, 2017 through June 30, 2022, with no change to the total contract amount of \$16,000.

**Approved - Agreement No.: A-15570 ; Amendment No. 3**

- 25.** Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisors to sign a Renewal and Amendment No. 2 with Monterey Bay Office Products, Inc., dba Monterey Bay Systems ("MBS"), for the lease of two networked multi-function copiers/printers and related

maintenance and supplies, extending the term by one year for a revised full term of August 1, 2015 through June 30, 2022, with no change to the total contract amount of \$100,000.

**Approved - Agreement No.: A-15571; Amendment No. 2**

- 26.** Adopt 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.

**Adopted Ordinance No.: 5365**

- 27.** Adopt a Resolution to:
- Establish Unit A-OS and Unit B-OSS as new bargaining units for Deputy Sheriff-Operations and Sheriff's Investigative Sergeant classifications now represented by the County of Monterey Patrol Association;
  - Amend Personnel Policies and Practices Resolution No. 98-394 Section VI Employee/Bargaining Units to add Unit A-OS, Unit B-OSS and Unit SPD (Staff Nurse II - Per Diem and Nurse Practitioner III - Per Diem classifications); and
  - Direct the Human Resources Department to create Unit A-OS, Unit B-OSS and Unit SPD in the HRM Advantage System.

**Adopted Resolution No. 21-374**

- 28.** Receive and Accept the Treasurer's Report of Investments for the Quarter Ending September 30, 2021.

**Approved**

- 29.** Adopt a Proclamation of a Local Emergency for Drought conditions throughout Monterey County.

**Adopted Resolution No. 21-383**

- 30.** Adopt the Board of Supervisors' meeting schedule for the calendar year 2022.

**Adopted**

- 31.** Adopt Resolution authorizing the Office of Emergency Services to submit an application in the amount of \$214,080 and an application for \$63,322 and designating County staff positions to authorize and execute documents and applications for the purpose of obtaining financial assistance with the California Office of Emergency Services Fiscal Year 2021 Emergency Management Performance Grant and the Fiscal Year 2021 Emergency Management Performance Grant - American Rescue Plan for performance period July 1, 2021 - June 30, 2023.

**Adopted Resolution No. 21-375**

- 32.** a. Approve and authorize the County Administrative Office to execute renewal and Amendment No. 1 agreement with CliftonLarsonAllen LLP, to provide audit services of County's financial statements,

Single Audits, and non-ACFR entities for an additional 12-month period, for a revised term of August 1, 2018 to June 30, 2022, and adding \$170,840 for the additional one-year term, for a revised total agreement amount not to exceed \$673,460 for the term August 1, 2018 through June 30, 2022; and,

b. Approve and authorize the County Administrative Office to approve up to two (2) future amendments that do not exceed ten percent (10%) and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15572; Amendment No. 1**

- 33.** Receive status update regarding Board Referral No. 2021.12 seeking review of the Cannabis Program organizational structure

**Received**

- 33.1** Consider:

a. Introducing, waiving reading, and setting for adoption on November 16, 2021 at 10:30 a.m., an ordinance of the County of Monterey repealing Ordinance No. 766 relating to County holidays; and  
b. Adopting a resolution 1) amending the Personnel Practices and Policies Resolution No. 98-394 to provide for the current list of County holidays and delegating certain authority to the County Administrative Officer; and 2) providing for the Winter Closure of County offices on December 28, 29, 30, 2021 and January 3, 2022. (ADDED VIA ADDENDA)

**Approved Adopt Resolution No.: 21-376**

**Housing and Community Development**

- 34.** a. Approve Agreements with Denise Duffy & Associates, Inc., Harris & Associates, and Rincon Consultants, Inc., to provide on-call planning consultant services for projects located in Monterey County, Request for Qualifications #10786, in a not to exceed amount of \$200,000 for each Agreement and for a term commencing with the signing of each Agreement for a three-year period;  
b. Authorize the Contracts/Purchasing Officer to execute each Agreement;  
c. Authorize the Contracts/Purchasing Officer to execute future amendments to each Agreement to extend the term beyond the original term authorized in Request for Qualifications #10786 where the amendments do not significantly alter the scope of work or change the approved amount of each Agreement.

**Approved - Agreement No.: A-15573 Denise Duffy & Associates, Inc.; Agreement No.: A-15574 Harris & Associates, and Agreement No.: A-15575 Rincon Consultants, Inc.,**

**Public Works, Facilities and Parks**

- 35.** a. Approve a Non-Standard Agreement with Marine Lien Sale, Inc. to provide lien sale services for marine vessels and vehicles stored at Monterey County facilities for a total not-to-exceed amount of \$10,000, for a term effective October 26, 2021 through October 25, 2026; and  
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Non-Standard Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.



**Approved - Agreement No.: A-15576**

- 36.** Adopt a Resolution to Certify the adoption of Caltrans Local Assistance Procedures Manual Chapter 10.

**Adopted Resolution No. 21-377**

# **Monterey County**

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



## **Meeting Minutes - Draft**

**Tuesday, November 2, 2021**

**9:00 AM**

### **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*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Wendy Root Askew.

**Roll Called**

Present: 5 - Supervisor Wendy Root Askew and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez, Supervisor John M. Phillips and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions and corrections for the agenda.

**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)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) Joseph Caggiano (Worker's Compensation Appeals Board case no. ADJ10863477)
  - d. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

**Public Comments for Closed Session**

Open for public comments; Wes White and Rita Acosta commented.

**The Board Recessed for Closed Session Agenda Items**

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

Present: 5 - Supervisor Wendy Root Askew and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez, Supervisor John M. Phillips and Supervisor Luis A. Alejo who appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Edi Frederick.

**Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

**Correction to the General Government**

Item No. 26 is in receipt of a revised Attachment B.

**Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to adopt Ceremonial Resolutions 2 through 7.1.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

2. Adopt a resolution recognizing Irma Cruz-Hernandez as Monterey County's 2021 In-Home Supportive Services Provider of the Year. (Supervisor Lopez)  
**Adopted Resolution No. 21-378**
3. Adopt a resolution recognizing Adriana Mendoza De Pena as Monterey County's 2021 In-Home Supportive Services (IHSS) Provider of the Year. (Supervisor Askew)

**Adopted Resolution No. 21-379**

4. Adopt a resolution recognizing November 2021 as National Family Caregivers Month in Monterey County. (Supervisor Askew)

**Adopted Resolution No. 21-380**

5. Adopt a resolution recognizing the Monterey County Military and Veterans Affairs Office for exemplary service to the Veteran and military community throughout Fiscal Year 2021. (Supervisor Alejo)

**Adopted Resolution No. 21-369**

6. Adopt a resolution recognizing Frank L. Pinney on his retirement from the Big Sur Fire. (Supervisor Adams)

**Adopted Resolution No. 21-383**

7. Adopt a resolution recognizing Michael Watson 20 years of Service with the Central Coast and Monterey County California Coastal Commission. (Supervisor Adams)

**Adopted Resolution No. 21-382**

- 7.1 Adopt a resolution Recognizing November 20, 2021, as Transgender Day of Remembrance (TDOR) in Monterey County. (Supervisor Alejo) (ADDED VIA ADDENDA)

**Adopted Resolution No. 21-381****Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to appoint Item Number 8.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

8. Appoint Jeanne Krener to the Cypress Fire Protection District, with a term ending date of November 2, 2022. (Nominated by Supervisor Adams)

**Appointed**

**Approval of Consent Calendar**

9. See Supplemental Sheet

Open for public comments; no public comments made.

Supervisor Wendy Root Askew commented on Item Numbers 24, 25 and 28 and Supervisor Luis A. Alejo commented Project Room Key.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to approve Consent Calendar Item Numbers 18 through 33.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**General Public Comments**

10. General Public Comments

Open for general public comments for items not on today's agenda; no public comments made.

**10:30 A.M. - Scheduled Matters**

11. a. Receive a report from the Human Resources Department on County-wide compliance with COVID-19 vaccination mandate.  
b. Provide other direction to staff.

Open for public comments; no public comments made.

Irma Ramirez-Bough, Director of Human Resources and Ariana Hurtado, Human Resources Program Manager, in person, presented via PowerPoint Presentation.

Upon consensus the Board:

a. Received a report from the Human Resources Department on County-wide compliance with COVID-19 vaccination mandate. b. Provide other direction to staff.

**12:00 P.M. - Recessed to Lunch**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 4 - Supervisor Wendy Root Askew and Supervisor Mary L. Adams appeared in person with Supervisor Chris Lopez and Supervisor John M. Phillips who appeared via video conference

Absent: 1 - Supervisor Luis A. Alejo

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Maria Avila, Spanish Interpreter present and announced Spanish interpreter services.

**1:30 P.M. - Scheduled Matters**

12. a. Conduct a Public Hearing and receive public comments to satisfy the provisions of Streets and Highways Code, Section 100.22 regarding a Freeway Agreement with Caltrans.  
b. Approve the Freeway Agreement with Caltrans for the State Highway Route 156 West Corridor Project; and  
c. Authorize the Director of Public Works, Facilities & Parks to execute the Freeway Agreement and submit the fully executed Freeway Agreement to the County Recorder for filing.

Public hearing commenced.

Randy Ishii, Director from the Public Works, Facilities and Parks, via Zoom, verbally presented.

Open for public comments; Nina Beety, via Zoom, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

- a. Conduct a Public Hearing and receive public comments to satisfy the provisions of Streets and Highways Code, Section 100.22 regarding a Freeway Agreement with Caltrans.  
b. Approve the Freeway Agreement with Caltrans for the State Highway Route 156 West Corridor Project; and  
c. Authorize the Director of Public Works, Facilities & Parks to execute the Freeway Agreement and submit the fully executed Freeway Agreement to the County Recorder for filing.

Agreement No.: A-15578

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: Absent

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

13. **REF210007/WATER AND ENERGY EFFICIENCY IN LANDSCAPING ORDINANCE**  
a. Introduce, waive reading, and consider an ordinance to add Chapter 16.63 to the Monterey County Code to establish regulations for water-efficient and energy-efficient landscaping in unincorporated Monterey County; and  
b. Set December 7, 2021 at 10:30 a.m. as the date and time to adopt the ordinance

**Location:** County-wide

**Proposed CEQA Action:** Consider categorical exemption pursuant to Section 15307 and 15308 of the CEQA Guidelines.

Jamie S. Guthrie, Senior Planner, via Zoom, from the Housing Community and Development Department presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to: Continue matter to Tuesday, November 16, 2021 for further consideration by the Board:

**REF210007/WATER AND ENERGY EFFICIENCY IN LANDSCAPING ORDINANCE**

a. Introduce, waive reading, and consider an ordinance to add Chapter 16.63 to the Monterey County Code to establish regulations for water-efficient and energy-efficient landscaping in unincorporated Monterey County; and

b. Set December 7, 2021 at 10:30 a.m. as the date and time to adopt the ordinance

Location: County-wide

Proposed CEQA Action: Consider categorical exemption pursuant to Section 15307 and 15308 of the CEQA Guidelines.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: Absent

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

**14.** Public hearing to consider adoption of a resolution to:

a. Find the Lot Line Adjustment is Categorically Exempt as a minor alteration in land use limitations per Section 15305(a) of the California Environmental Quality Act (CEQA) Guidelines, and there are no exceptions pursuant to CEQA Guidelines Section 15300.2;

b. Approve a Lot Line Adjustment between four (4) legal lots of record (under Farmland Security Zone [FSZ] Contract No. 2010-018) of approximately 82.1 acres (Parcel A), 52.8 acres (Parcel B), 160.2 acres (Parcel C), and 36.5 acres (Parcel D), respectively, with no net change in acreage under the Williamson Act Contract;

c. Authorize the Chair to execute a new or amended FSZ Contract or Contract(s) in order to rescind a portion of the existing FSZ Contract as applicable to the reconfigured lots only and simultaneously execute a new or amended FSZ Contract or Contracts for the reconfigured lots between the County and the Property Owner reflecting the new legal description, current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Williamson Act Policies and Procedures;

d. Direct the Clerk of the Board to file the Lot Line Adjustment Map with the County Recorder for recording with all applicable recording fees paid by the Property Owner in conformance with the attached Lot Line Adjustment map and subject to eleven (11) conditions of approval; and

e. Direct the Clerk of the Board to record the new or amended FSZ Contract or Contracts with the County Recorder with all applicable recording fees paid by the Property Owner of record.

**Proposed CEQA Action:** Find the Project is Categorically Exempt per Section 15305(a) of the CEQA Guidelines

**Project Location:** 301 Neponset Road, Marina, Greater Monterey Peninsula Area Plan

**Property Owner:** Sunset Farms Inc., a California Corporation

Public hearing commenced.



Craig Spencer, Chief of Planning, from the Housing Community and Development Department presented via PowerPoint presentation.

Open for public comments; Ryan Jefferson, in person, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams and: Adopted Resolution No. 21-385 to:

- a. Find the Lot Line Adjustment is Categorically Exempt as a minor alteration in land use limitations per Section 15305(a) of the California Environmental Quality Act (CEQA) Guidelines, and there are no exceptions pursuant to CEQA Guidelines Section 15300.2;
- b. Approve a Lot Line Adjustment between four (4) legal lots of record, resulting in adjusted Parcel B (52.8 acres), adjusted Parcel A (82.1 acres), adjusted Parcel C (160.2 acres), and adjusted Parcel D (36.5 acres);
- c. Authorize the Chair to execute a new or amended Farmland Security Zone (FSZ) Contract or Contracts in order to rescind a portion of the existing FSZ Contract as applicable to the reconfigured lots only and simultaneously execute a new or amended FSZ Contract or Contracts for the reconfigured lots between the County and the Property Owner reflecting the new legal description, current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County FSZ Policies and Procedures; and
- d. Direct the Clerk of the Board to file the Lot Line Adjustment Map with the County Recorder for recording with all applicable recording fees paid by the Property Owner in conformance with the attached Lot Line Adjustment map and subject to eleven (11) conditions of approval.
- e. Direct the Clerk of the Board to record the new or amended FSZ Contract or Contracts with the County Recorder with all applicable recording fees paid by the Property Owner of record.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: Absent

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

### Other Board Matters

### County Administrative Officer Comments and New Referrals

#### 15. County Administrative Officer Comments and New Referrals

Charles McKee, County Administrative Officer from the County Administrative office made no comments and shared there are two new referrals this week:

One new referral from Supervisor Luis A. Alejo: Referral 2021.23:

Referral Purpose: To create a new management position to better coordinate homelessness services, strategies and solutions in Monterey County, to realize more permanent supportive housing, and collaborate with key stakeholders to end homelessness in Monterey County.

One new referral from Supervisor Luis A. Alejo: Referral 2021.24:

Referral Purpose: To make a formal request from the Monterey County Board of Supervisors to the Monterey County Civil Grand Jury to investigate the Housing Authority of Monterey County and make recommendations for improving organizational effectiveness and delivery of services to county residents

A motion was made by John M. Phillips, seconded by Supervisor Chris Lopez to:

Authorize the Chair to sign a letter on behalf of the full Board to send a letter to the Civil Grand Jury to investigate the Housing Authority of Monterey County and make recommendations for improving organizational effectiveness and delivery of services to county residents. Letter to be drafted by Erik Lundquist, Director of the Housing Community and Development Department.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: Absent

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Adams: AYE

Chair Supervisor Root Askew: AYE

Open for public comments; no public comments made.

County Administrative Officer comments/referrals can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4377](http://monterey.granicus.com/EditFile.php?clip_id=4377)

### **Referral Responses**

16. Receive a preliminary analysis report in response to **Board Referral No. 2021.18 (Revised)** requesting the Board of Supervisors and Monterey County Water Resources Agency Board of Directors hold a special joint meeting with other agencies, including but not limited to the Salinas Valley Basin Groundwater Sustainability Agency and Marina Coast Water District Groundwater Sustainability Agency, to provide a comprehensive overview of regional projects under consideration.

Elizabeth Kraft, General Manager, via Zoom, from the Water Resources Agency verbally presented.

Open for public comments; Donna Meyers, Marli Milton, Thomas Virsik, Susan Schiavone and John Farrow, all via Zoom, commented.

Upon consensus the Board:

Received a preliminary analysis report in response to Board Referral No. 2021.18 (Revised) requesting the Board of Supervisors and Monterey County Water Resources Agency Board of Directors hold a special joint meeting with other agencies, including but not limited to the Salinas Valley Basin Groundwater Sustainability Agency and Marina Coast Water District Groundwater Sustainability Agency, to provide a comprehensive overview of regional projects under consideration.

### **Board Comments**

17. Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4377](http://monterey.granicus.com/EditFile.php?clip_id=4377)

**Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT**

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.

The Board took no reportable actions on items 1.a.

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

The Board took no reportable actions on items 1.b.(1)(2)

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Joseph Caggiano (Worker's Compensation Appeals Board case no. ADJ10863477)

The Board took no reportable actions on items 1.c.(1)

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

The Board took no reportable actions on items 1.d.

**Adjourned**

The meeting was adjourned at 2:39 p.m. by Chair Supervisor Wendy Root Askew.

**APPROVED:**

\_\_\_\_\_  
**WENDY ROOT ASKEW, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_

**VALERIE RALPH**

**CLERK OF THE BOARD**

**APPROVED ON** \_\_\_\_\_

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

18. a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-15019) with Central Valley Imaging Medical Associates, Inc., d.b.a. Radiology Diagnostic Services, Inc. (RADS) to provide radiology services, extending the term by twelve months (December 1, 2021 to November 30, 2022) for a revised full agreement term of November 23, 2020 to November 30, 2022, and adding \$3,580,000 to the aggregate amount payable for revised not to exceed amount of \$5,480,000; and
- b. Authorize the Interim Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not exceed ten percent 10% (\$190,000) of the original contract amount.

**Approved - Agreement No.: A-15019; Amendment No. 1**

19. a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-14386) with Brian Lugo MD, Medical Corp. to provide general and acute care surgical services, extending the term by twenty-four months (December 1, 2021 to November 30, 2023) for a revised full agreement term of July 1, 2019 to November 30, 2023 and adding \$200,000 for a revised total amount not to exceed \$700,000; and
- b. Authorize the Interim Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

**Approved - Agreement No.: A-14386; Amendment No. 2**

**Health Department**

20. a. Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medicals Services (EMS) Agency Director to execute a Coordination Agreement for Cardiac Arrest Registry to Enhance Survival (CARES) Services for the provision of cardiac arrest data between the Monterey County Emergency Medical Services (EMS) Agency and the County of Sonoma for a period retroactive to July 1, 2021 to June 30, 2026, in the amount of \$2,467 per year with annual fee adjustments by the December Bay Area Consumer Price Index as per Exhibit B of the Agreement; and
- b. Approve nonstandard indemnification provisions as recommended by the Director of Health.

**Approved - Agreement No.: A-15579**

21. a. Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Monterey County Children and Families Commission dba First 5 Monterey County for the provision of support to the Bright Beginnings Early Childhood Development

Initiative, in an amount not to exceed \$300,000 for the period starting upon execution through June 30, 2022; and

b. Approve nonstandard insurance provision in Agreement as recommended by the Director of Health.

**Approved - Agreement No.: A-15580**

- 22.** a. Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Monterey County Children and Families Commission dba First 5 Monterey County for an amount not to exceed \$409,000 in one-time funding for the Child Care Stipend Project, to address pandemic recovery, for the period starting upon execution through June 30, 2022; and
- b. Approve nonstandard risk terms in Agreement as recommended by the Director of Health.

**Approved - Agreement No.: A-15581**

- 23.** a. Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Monterey County Children and Families Commission dba First 5 Monterey County not to exceed the amount of \$666,000 for the provision of support to the Bright Beginnings Early Childhood Development Initiative for the period starting upon execution through June 30, 2022; and
- b. Approve nonstandard risk provisions in Agreement as recommended by the Director of Health.

**Approved - Agreement No.: A-15582**

#### **Department of Social Services**

- 24.** a. Approve and authorize the Director of the Department of Social Services to sign an agreement with the City of Salinas to provide non-congregate shelter, wrap around services, and rapid re-housing to individuals experiencing homelessness in the amount of \$1,796,632 for the period of November 2, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services, to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$179,663) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15583**

#### **General Government**

- 25.** Accept the Monterey County Agricultural Advisory Committee Annual Report covering the period of July 1, 2020, through June 30, 2021.

**Received**

- 26.** Adopt a resolution to:
- a. Approve and adopt the proposed amended bylaws of the Monterey County Deferred Compensation Administrative Committee.

**Adopted Resolution No. 21-386**

27. Adopt an ordinance of the County of Monterey amending Chapter 1.04 of the Monterey County Code to allow for adoption, amendment or modification of supervisorial district boundaries by resolution.

**Adopted Ordinance No. 5366**

28. Receive a report from the Monterey County Workforce Development Board (MCWDB) on the Monterey County CARES Small Business Relief Program (SBRP), through which 341 grants were awarded to 290 small businesses in Monterey County

**Received**

**Housing and Community Development**

29. Receive an update from the Director of Housing and Community Development (HCD) and the Director of Public Works, Facilities and Parks (PWFP) regarding the implementation of recommendations in the July 22, 2020 Citygate Associates, LLC report "Review of the Resource Management Agency".

**Received**

**Public Works, Facilities and Parks**

30. Adopt a resolution:
- Accepting the Boating Safety and Enforcement Equipment (BSEE) Grant Award from the California State Parks Department Division of Boating and Waterways (DBW) in the amount of \$138,379 (Grant Number C21L0612) for the purchase of a replacement patrol vessel and trailer to perform marine enforcement and public safety patrols at Lake Nacimiento and Lake San Antonio in South Monterey County, California;
  - Delegating the authority to the Public Works, Facilities, & Parks (PWFP) Director to execute Grant Agreement C21L0612 (Agreement), any amendments thereto, and all certifications and other documents to administer the Agreement, secure and receive the grant funds and effect the purchase of the patrol vessel and trailer, and to meet all Agreement terms and conditions;
  - Authorizing the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to approve the purchase of the patrol vessel, trailer, and specialized equipment up to \$155,000; and
  - Approving and authorizing the Auditor-Controller to: 1) Amend the Nacimiento Resort/Recreation Fiscal Year (FY) 2021-22 Adopted Budget, Fund 452, Appropriation Unit PFP060, increasing appropriations by \$16,621, financed by Zebra/Quagga Mussel Restricted Net Position; 2) Transfer \$16,621 for FY 2021-22 from Nacimiento Resort/Recreation Fund 452, Appropriation Unit PFP060, to Fund 001, Appropriation Unit PFP058, and 3) Amend the PWFP FY 2021-22 Adopted Budget, Fund 001, Appropriation Unit PFP058, increasing appropriations and revenue by \$155,000, funded by DBW grant revenues in the amount of \$138,379 and an interfund transfer in from Fund 452, Appropriation Unit PFP060, in the amount of \$16,621 (4/5ths vote required).

**Adopted Resolution No. 21-387**

31. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute a Non-Standard Agreement with Johnson Controls, Inc. in an amount not to exceed \$43,298

for scheduled and on-call HVAC maintenance services at the County Administration Building located at 168 W. Alisal St., Salinas;

- b. Approve non-standard contract provision as recommended by the Director of Public Works, Facilities & Parks; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Manager, amendments to the Agreement provided that said amendments do not significantly change the terms of the Agreement or increase the not to exceed amount by ten percent (10%) of the original Agreement amount.

**Approved - Agreement No.: A-15584**

- 32. a. Approve a Facility Use Agreement between the County of Monterey and Monterey County Regional Fire District (MCRFD), including non-standard insurance provisions, to conduct training events in County Parks; and
- b. Authorize the Director of Public Works, Facilities, & Parks to execute the Facility Use Agreement.

**Approved - Agreement No.: A-15585**

- 33. a. Approve and authorize the Director of Public Works, Facilities, & Parks (PWFP), or designee to sign the following Agreements with Pacific Gas and Electric Company (PG&E) for the Carmel Valley Road Phase 3, Rule 20A Underground Utility District No. 15 (Project), located in Carmel Valley along Carmel Valley Road between Garland Regional Park and Pilot Road:
  - 1) General Conditions Agreement to Perform Work Pursuant to PG&E Electric Rule 20A for Replacement of Overhead with Underground Electric Facilities.
  - 2) Agreement to Perform Tariff Schedule Related Work for Rule 20A Electric Panel Service Conversion.
  - 3) Letter of Streetlight Agreement.
  - 4) Wheelchair Access Consideration; and
- b. Authorize the Director of PWFP, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to additional associated agreements related to the Project, and any future amendments to said Agreements, subject to approval as to form by the Office of the County Counsel, which may be necessary for completion of the Project.

**Approved - Agreement No's.: General Conditions Agreement: A-15586; Tariff Schedule Related Work Agreement: A-15587; Letter of Streetlight Agreement: A-15588; Wheelchair Access Consideration Agreement: A-15589**

**Addenda/Supplemental**

- 34. **ADDENDA**

**Added to Ceremonial Resolutions**

- 7.1 Adopt a resolution Recognizing November 20, 2021, as Transgender Day of Remembrance (TDOR) in Monterey County. (Supervisor Alejo)

**SUPPLEMENTAL**

**Adding attachments: Referrals 11-02-21 (Revised), Board Referral No. 2021.24 and Board Referral No. 2021.23**

15. County Administrative Officer Comments and New Referrals





# Monterey County

Item No.46

## Board Report

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

Legistar File Number: RES 21-199

November 16, 2021

Introduced: 11/2/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Resolution

- a. Approve and Adopt a Resolution amending Article VIII of the Master Fee Resolution, to authorize removal of overdue library fines, and adjust fees pursuant to the attached Fee Schedule relating to services provided by the Monterey County Free Libraries, effective January 1, 2022.
- b. Approve the Library Director or her/his Designee in forgiving all outstanding overdue fines. The outstanding fines that are being requested to be forgiven is in the amount of \$155,953.20.

### RECOMMENDATION/SUMMARY:

- a. Approve and Adopt a Resolution amending Article VIII of the Master Fee Resolution, to authorize removal of overdue library fines, and adjust fees pursuant to the attached Fee Schedule relating to services provided by the Monterey County Free Libraries, effective January 1, 2022.
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### SUMMARY/DISCUSSION:

Public libraries continue to evolve, adapting services to community needs and aspirations, and continually innovating to bring a wider variety of resources in an increasing number of methods. Advancements in automation, changes in services desired and required from public libraries, and increasing awareness of the impact ready access to the services of a public library have on education, literacy, career preparation, and community resilience all require ongoing evaluations of the impact fines, fees, and policies have on how communities use their public library.

The Monterey County Free Libraries evaluated all service changes, fines, and fees throughout the last two years, and recommends the changes detailed below. Most significantly, we recommend joining many other public libraries in California and throughout the nation in eliminating overdue fines. Overdue fines have been widely demonstrated to not be significantly correlated with the return of items on time, to restrict families from even using their public library, and to have an inequitable impact on those most in need.

### **Overdue Fines**

Library patrons of all ages can equally accrue overdue fines, however not all library patrons can

equally pay overdue fines. Overdue fines are simple punitive measures designed to promote returning items on time. Complete suspension of borrowing privileges can occur due to accumulated overdue fines. Each overdue fine collected requires a staff transaction, often a negative or punitive one.

The American Library Association passed a resolution on overdue fines as a form of social inequity, and research has shown the critical importance of books in the home for early literacy and school readiness. A family that fears risk of accruing fines they cannot readily pay can too easily end up not allowing their young children to bring books home during a critical reading period. A family with access blocked due to overdue fines may not be able to use other resources, such as library computers, or access resources required for school success.

A GARE (Government Alliance on Race and Equity) Issue Brief *Advancing Racial Equity in Public Libraries* specifically calls out library fines as both institutional and structural racism, stating a “library’s enforcement of fines has a disproportionate impact on people of color, who are overrepresented in among low-income populations due to the racial wealth gap” and detailing how users blocked from borrowing resources or using services such as computers then have impacts compounded across multiple institutions and throughout other areas.

[GARE Issue Brief

[https://www.racialequityalliance.org/wp-content/uploads/2018/04/GARE\\_LibrariesReport\\_v8\\_DigitalScroll\\_WithHyperlinks.pdf](https://www.racialequityalliance.org/wp-content/uploads/2018/04/GARE_LibrariesReport_v8_DigitalScroll_WithHyperlinks.pdf)] ]

Other California public library systems have stopped charging overdue fines. These include San Jose Public Library, Los Angeles County Public Library, Sonoma County Library, Tulare County Library, Santa Clara County Library, Sacramento Public Library, San Luis Obispo City/County Library, Marin County Library, and San Diego Public Library.

[ULC Fine Free Map <https://www.urbanlibraries.org/resources/fine-free-map>] ]

Library users with items out past the due date, and unable to be renewed, would continue to get overdue notices, and at a set period of time, the item would be listed as “lost” and the user billed for the material. Users would also still be billed for damage to materials, or loss of a critical part that is required for the materials to be used again. This would just eliminate the punitive overdue fines.

### **Historical Materials**

Also of significant change is a new fee schedule for reproductions from the Monterey County Free Libraries’ vast archive of historical materials. These are sought by researchers, authors, publishers, and others across the country, and sometimes from around the world. The items are kept in a variety of locations, with many digitized into various archives. The items need to be handled with care, and often the dedicated services of our Local History Librarian are needed to find the required items. This new schedule expands and updates the fees charged for reproduction of items. It reflects the variety of formats for which we are asked, and charges different fees for public or research use than for for-profit or publications.

The detailed explanations of how fees will be charged for duplication of the many historical records entrusted to the care of the Monterey County Free Libraries assists the Librarian to ensure materials

are handled well, carefully, and in accordance with preservation practices. They continue to allow us to serve scholars and researchers, while collecting appropriate cost recovery for what can be a technically detailed and labor-intensive process.

### **Other Changes**

We are also recommending changes for charges for lost parts of items, which will more fully encompass new collections such as hot spots and learning kits. In addition, we recommend eliminating the lost card fee - the plastic cards cost very little in bulk, and staff time to collect a small fee is often more of a cost than simply replacing a card. This will serve to encourage people to keep their library information up to date and continue to use their public library. We are also recommending removal of the \$3.00 fee for an Inter Library Loan. This formal process is labor intensive, it has largely been supplemented by our participation in the State's "Zip Books" program, for which we are not allowed to charge a fee to the patron. For the end user, the result is the same, they get an item, and the fee does not make sense. We will absorb the loss of the fee in-house and continue to use Zip Books whenever feasible.

Removed from this policy is the section on Loan Periods, Renewals, and Returns. We recommend moving that back into policy generated by the Library, so that staff can rapidly respond to community needs without having to bring this item back for Board revision. For example, to immediately respond to the needs during the pandemic, we increased the number of automatic renewals, as branches were closed. A rapid change to how library materials flow in and out of branches, are placed on reserve, or are returned is likely to be required again as we pilot new avenues of access such as holds lockers.

### **Budget Impacts**

The outstanding fines that are being requested to be forgiven is in the amount of \$155,953.20. No additional fines have been incurred as the library Branches have been closed for in person services when and during the COVID pandemic. July of 2021 is when the libraries opened back for in person services.

The elimination of overdue fines is anticipated to reduce the Library Department's operating budget by about \$20,000. However, it is also anticipated to eliminate over 14,000 unpleasant and punitive transactions that staff currently make with the public, along with reducing the related cash management processes. This shortens lines and frees front line library staff to provide other services including reference, readers advisory, and other assistance. It also is anticipated to improve access to the materials in the library for families across the County.

### **Conclusion**

These changes will serve many aspects of the Monterey County Free Librarians' Strategic Plan. This includes the Strategic Pillars of effective service to traditionally underserved or marginalized communities and effective alignment of resources with outcomes and strategic goals. It serves our Library Finances outcome that "all residents of Monterey County can use the services of Monterey

County Free Libraries regardless of discretionary or household income” and the specific goal, set in February 2020, to conduct an assessment of the current fine and fee structure including the expressed or implied goals of charging any fine or fee to the public.

[MCFL Strategic Plan

<https://www.co.monterey.ca.us/government/departments-i-z/library/about-us-our-library/strategic-plan> ].

We continue to evaluate our policies and related fines and fees, along with considering new services, formats, and methods of library use. This streamlined fines and fees schedule should serve us broadly into the future, allowing staff to work with stakeholders in developing new and innovative methods of bringing the Monterey County Free Libraries to all our communities, in multiple formats, to meet evolving needs and aspirations.

#### OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the recommended action and approved as to form. A copy of the Proposed Resolution and the Proposed fee schedule are attached in this report and on file with the Clerk of the Board.

#### FINANCING:

The recommended actions have been reviewed and passed through the Budget Committee hearing on October 29, 2021. The elimination of overdue fines is anticipated to reduce the Library Department’s revenue budget by about \$20,000. MCFL is not requesting any augmentation from the General Fund due to this reduction. Instead, MCFL will redirect raising revenue from other sources such as contributions from donating Friends of Library groups, grants, and other sources; to cover the revenue reduction.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

*Improve the health and quality of life through County supported policies, programs and services, promoting access to equitable opportunities for the communities it serves.*

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

Prepared by: Jacqueline C. Bleisch, Administrative Services Officer, (831)883-7576

Approved by: Hillary Theyer, Library Director, (831)883-7567

Attachments:

CURRENT Fines and Fees (2015)

Proposed Fines and Fees (2021)

Fees for Reproduction of Archival Materials (2021)



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: RES 21-199**

**November 16, 2021**

**Introduced:** 11/2/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

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

Prepared by: Jacqueline C. Bleisch, Administrative Services Officer, (831)883-7576  
 Approved by: Hillary Theyer, Library Director, (831)883-7567

DocuSigned by:

Hillary Theyer

DocuSigned by:

Jacqueline Bleisch

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11/5/2021 | 8:35

Attachments:

CURRENT Fines and Fees (2015)

*Legistar File Number: RES 21-199*

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Proposed Fines and Fees (2021)

Fees for Reproduction of Archival Materials (2021)



**Monterey County Free Libraries**  
FINES AND FEES SCHEDULE (effective 1/1/2015)

**Library Card**

Initial Card	FREE
Replacement Fee	\$2.00 per card

**Loan Periods**

Books, Magazines, Talking Books	3 Weeks
DVD's	1 Week
Special Loans	Varies depending on material

**Renewals**

You may renew most items once by phone, in person, or online, as long as the item(s) are not reserved by someone else. Special Loan items are not renewable.

**Returns**

All materials may be returned in the book drop when the library is closed.

**Overdue Fines and Fees**

Overdue Fees	\$0.25 per item per day
ILL Request (initial fee)	\$3.00 per title request
CD Replacements (belonging to a set)	\$10.00 per CD
Magazine Replacement	\$5.00 per magazine
Item Lost or Damaged Beyond Repair	Cost of item + \$10.00 processing fee
Lost Item Found/Returned	\$10.00 processing fee

**Library users with overdue fines must either:**

- (1) Pay their entire fine or
- (2) Pay at least 10% of balance below \$25.00 at each visit.

**Borrowing privileges will be blocked on accounts with balances of \$25.00 or more. Accounts with balances of \$50.00 or more will be sent to a Debt Collection Agency.**

Referral of Delinquent Account for Collection	\$12.00 per account
Returned Check Fee	\$25.00 per check

**Other Services**

Photocopy/Printing (self-service) (black and white)	\$0.15 per page
Photocopy/Printing (self-service) (color)	\$0.50 per page
Scan (self-service)	\$0.15 per page
Microfilm Printing	\$0.15 per page
Public Use Fax	
Sending (within the US only)	\$3.50 first page and \$.50 for each additional page
Receiving	\$0.50 per page
Meeting Room Use (2-hour minimum)	
Library-sponsored	No Charge
Full Service (separate access, kitchen, etc.)	\$20.00 per hour (set rate)
Non-Full Service	\$10.00 per hour
Test Proctoring (where available)	\$10.00 per exam
Wi-Fi (where available)	FREE
Obituary Search	\$5.00 per name
California Digital Image	\$20.00 per image (personal/nonprofit use)
	\$35.00 per image (commercial use)



## Bibliotecas Gratis del Condado de Monterey

### MULTAS Y HONORARIOS

#### Tarjeta de la Biblioteca

Tarjeta Inicial	GRATIS
Cargo por reemplazo	\$2.00 por tarjeta

#### Períodos de Préstamo

Libros, revistas, libros parlantes	3 Semanas
DVD	1 Semana
Préstamos especiales	Varían dependiendo del material

#### Renovaciones

Usted puede renovar la mayoría de los artículos una vez por teléfono, en persona o en línea, siempre y cuando los artículos no estén reservados por otra persona. Préstamos especiales no son renovables.

#### Devoluciones

Todos los materiales se pueden devolver en el buzón de libros cuando la biblioteca esté cerrada.

#### Multas de Retraso y Otros Costos

Multas de retraso	\$0.25 por artículo por día
Préstamo inter-bibliotecario (cobro inicial)	\$3.00 por cada título solicitado
Re-emplazo de CDs (parte de un juego/set)	\$10.00 por CD
Revistas (costo total de reemplazo)	\$5.00 por revista
Artículo perdido o dañado sin poder reparar	Costo del artículo + \$10.00 costo de proceso
Artículo perdido - encontrado/regresado	\$10.00 costo de proceso

#### Usuarios de la biblioteca con multas pendientes deberán:

- Pagar la multa entera, o
- Pagar por lo menos el 10% del saldo por debajo de \$25 en cada visita a la biblioteca.

#### Los privilegios de préstamo serán bloqueados en cuentas con saldos de \$25 o más. Las cuentas con saldos de \$50 o más serán enviadas a una Agencia de Cobro de Deudas

Referir la Cuenta Delincuente a una Agencia de Cobros	\$12 por cuenta referida
Cuota de cheques devueltos	\$25 por cheque

#### Otros Servicios

Fotocopias/Imprenta (auto-servicio) (blanco y negro)	\$0.15 por página
Fotocopias/Imprenta (auto-servicio) (color)	\$0.50 por página
Escanear (auto-servicio)	\$0.15 por página
Imprenta de Microfilm	\$0.15 por página
Fax (uso público)	
Enviar (dentro de los EE.UU. solamente)	\$3.50 1ra página y \$.50 por cada página adicional
Recibir	\$0.50 por página
Uso del Salón de Conferencias (2 horas mínimo)	
Eventos Patrocinados por la Biblioteca	Sin Costo
Servicio Completo (acceso separado, cocina, etc.)	\$20 por hora (tarifa fija)
Servicio No Completo	\$10 por hora
Supervisión de examen (donde esté disponible)	\$10 por examen
WI-FI (si está disponible)	GRATIS
Buscar Obituarios	\$5 por nombre
Imágenes Digitales de California	\$20 por imagen (personal/uso sin fines de lucro)
	\$35 por imagen (uso comercial)



## Monterey County Free Libraries

FEES SCHEDULE (effective January 1, 2022)

### Library Card

California Residents

FREE

### Lost or Damaged Item Fees

Parts (sets, cases, components) Replacement	\$10.00 per part
Magazine Replacement	\$5.00 per magazine
Item Lost or Damaged Beyond Repair	Cost of item + \$10.00 processing fee
Lost item returned	Refund Cost of Item

**Borrowing privileges will be blocked on accounts with balances of \$25.00 or more. Accounts with balances of \$50 or more may be sent to a Debt Collection Agency.**

Returned Check Fee	\$35.00 per check
Referral of Delinquent Account for Collection	\$12.00 per account

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Public Use Fax	
Sending (within the US only)	\$3.50 first page and \$.50 for each additional page
Receiving	\$0.50 per page
Meeting Room Use	
Full Service	\$20.00 per hour
Non-Full Service	\$10.00 per hour
Test Proctoring (where available)	\$10.00 per exam
Obituary Search	\$5.00 per name
Archival Reproductions	See "Fees for Reproduction of Archival Materials"

**Subject: Fees for Reproduction of Archival Materials**

**Date Issued: 12/19/2019**

**Last Revised: August 1, 2021**

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The mission of Monterey County Free Libraries is to bring ideas, inspiration, information and enjoyment to our community.

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Reproduction of archival materials requires professional services and staff assistance beyond the limits of reference services provided free of charge by MCFL. Therefore, the Board of Supervisors has established that MCFL has the right to set up fees as appropriate for staff time, actual materials costs and use of related equipment.

**Fees for Digital Reproduction of archival materials by staff:**

- Existing digital image file without alteration:
  - o \$20.00 per image (personal/research/nonprofit use)
  - o \$35.00 per image (publication/commercial use)
- Newly created or altered digital files: Add \$20 to digital image charges.

**Fees for photocopying of archival materials by library staff:**

- \$5.00 per order or \$.50 per photocopy, whichever is greater, plus postage.

**Fees for reproduction of archival materials by photographic services, duplication services or other vendors:**

Will be the total of:

- The itemized cost of the requested reproductions charged by the vendor, and sales tax charged by the vendor.
- 20% of the above amount for Library staff handling and processing.
- The itemized cost of any negatives or digital images produced for retention by the library.

**Fees for Staff Assistance:**

MCFL may establish fees for staff assistance for large reproduction requests or other services above standard reference requests.

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

**Resolution No.**

Approve and adopt a Resolution amending Article)  
VIII of the Master Fee Resolution to authorize     )  
removal of overdue library fines, effective     )  
January 1, 2022 and authorize the adjustment     )  
of fees pursuant to the attached Fee Schedule     )  
relating to services provided by the Monterey     )  
County Free Libraries.     )

THE MONTEREY COUNTY BOARD OF SUPERVISORS FINDS:

- A. Section 1.40.010 the Monterey County Code provides that all fees, penalties, refunds, reimbursements, and charges of any kind by the County may be specified in the Monterey County Master Fee Resolution.
- B. The Monterey County Free Libraries has service fees and other charges that are appropriate to update and specify in the Monterey County Master Fee Resolution, Article VIII effective January 1, 2022.
- C. This action to modify charges to meet operational expenses is statutorily exempt from environmental review [Pub Res. Code sec. 21080 sub. (b)(8)].
- D. Any and all adjustments to charges for services reflect no more than the actual and reasonable, fully loaded costs of the service or benefit received by the patron/payor, and do not exceed the maximums permitted pursuant by law.
- E. By definition, these charges are not a 'tax' and are exempt from voter approval pursuant to Article XIII C section 1(e)(1) (5) of the California Constitution (Prop. 26: charge imposed for specific benefit conferred/privilege/service or product/reasonable regulatory costs provided or granted to the payer; charges for use/purchase/rental of government property; fines/penalties/charges for violations of law).

THE MONTEREY COUNTY BOARD OF SUPERVISORS RESOLVES:

- I. Article VIII of the Monterey County Master Fee Resolution is amended effective January 1, 2022, and all schedules, tables, fees, taxes, penalties, and charges contained therein are hereby adopted as described in the attachment to this Resolution.
- II. All prior resolutions regarding such fees are hereby repealed.

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



## ARTICLE VIII

### COUNTY FREE LIBRARY FINES & FEES

*[As authorized by Chapter 4.12 of the Monterey County Code]*

#### Article VIII-County Free Library Fees & Fines

##### **Section I. Fines on Overdue Materials**

##### **Lost or Damaged Item Fees**

Parts (sets, cases, components) Replacement	\$10.00 per part
Magazine Replacement	\$5.00 per magazine
Item Lost or Damaged Beyond Repair	Cost of item + \$10.00 processing fee
Lost item returned	Refund Cost of Item

**Borrowing privileges will be blocked on accounts with balances of \$25.00 or more. Accounts with balances of \$50 or more may be sent to a Debt Collection Agency.**

Returned Check Fee	\$35.00 per check
Referral of Delinquent Account for Collection	\$12.00 per account

##### **Other Services**

Photocopy/Printing (self-service) (black and white)	\$0.15 per page
Photocopy/Printing (self-service) (color)	\$0.50 per page
Scan (self-service)	\$0.15 per page
Microfilm Printing	\$0.15 per page

Public Use Fax

Sending (within the US only) \$3.50 first page and \$.50 for each additional page

Receiving	\$0.50 per page
Meeting Room Use	
Full Service	\$20.00 per hour
Non-Full Service	\$10.00 per hour
Test Proctoring (where available)	\$10.00 per exam
Obituary Search	\$5.00 per name
Archival Reproductions Materials	See “Fees for Reproduction of Archival



# Monterey County

Item No.47

## Board Report

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

Legistar File Number: RES 21-198

November 16, 2021

Introduced: 11/3/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Resolution

- a. Approve and Adopt a Resolution authorizing the release of the cannabis assignment of \$125,000 representing additional financing to leverage a State grant to purchase a Library Book mobile. The release of this funds was formerly approved by the Board of Supervisors for fiscal year 20-21, however, it is intended and appropriated in the Library Budget for fiscal year 21-22.
- b. Authorize the Auditor-Controller to amend the FY 21-22 Adopted budget for the CAO to increase the appropriation by \$125,000 (001-CAO017-1050-8038), funded by the release of cannabis assignment (001-3132). 4/5th vote required.
- c. Authorize the Auditor-Controller to transfer \$125,000 in FY 2021-22 from CAO (001-CA017-1050-8038) to the Library Fund (003-LIB001-6110-8141).4/5th vote required.

### RECOMMENDATION:

- a. Approve and Adopt a Resolution authorizing the release of the cannabis assignment of \$125,000 representing additional financing to leverage a State grant to purchase a Library Book mobile. The release of this funds was formerly approved by the Board of Supervisors for fiscal year 20-21, however, it is intended and appropriated in the Library Budget for fiscal year 21-22.
- b. Authorize the Auditor-Controller to amend the FY 21-22 Adopted budget for the CAO to increase the appropriation by \$125,000 (001-CAO017-1050-8038), funded by the release of cannabis assignment (001-3132). 4/5th vote required.
- c. Authorize the Auditor-Controller to transfer \$125,000 in FY 2021-22 from CAO (001-CA017-1050-8038) to the Library Fund (003-LIB001-6110-8141).4/5th vote required.

### SUMMARY/DISCUSSION:

In the Budget process for FY 2020-21, June 23, 2020, the Board of Supervisors funded \$125,000 toward the CIP North Bookmobile Project for a new Bookmobile for North County. This project was also funded by a \$250,000 grant from the California State Library.

The project is ongoing, with the new vehicle in production. A deposit was paid to Farber Specialty Vehicles, with the remainder due upon delivery of the vehicle. This is anticipated for February 2022.

The County funding was allocated for FY 2020-21.

This request is to move the funding allocated by the Board of Supervisors to FY 2021-22. The release of this funds was formerly approved by the Board of Supervisors for fiscal year 20-21, however, it is intended and appropriated in the Library Budget for fiscal year 21-22.

OTHER AGENCY INVOLVEMENT:

This recommended action is in consultation and review with County Administration Office Budget Analysis Department. County Counsel has reviewed and agreed as to form and content.

FINANCING:

The Library adopted Budget for current fiscal year 2021-22 includes the \$125,000 as Operating Transfer In. Approval of this action would entail the adjustment increase in the County Administration Office budget by \$125,000.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

*Improve the health and quality of life through increased library outreach services through Bookmobile visits and activities.*

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

Prepared by: Jacqueline C. Bleisch, Administrative Services Officer, (831)883-7576

Approved by: Hillary Theyer, Library Director, (831)883-7567

Attachments:

North Bookmobile Board of Supervisors Board Order Budget Approval FY 20-21

CIP North bookmobile Project

State Library North Bookmobile Grant

Resolution to Transfer \$125,000 CAO Cannabis Fund to Library Fund



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 21-198**

**November 16, 2021**

**Introduced:** 11/3/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

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### RECOMMENDATION:

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Legistar File Number: RES 21-198

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OTHER AGENCY INVOLVEMENT:

This recommended action is in consultation and review with County Administration Office Budget Analysis Department. County Counsel has reviewed and agreed as to form and content.

FINANCING:

The Library adopted Budget for current fiscal year 2021-22 includes the \$125,000 as Operating Transfer In. Approval of this action would entail the adjustment increase in the County Administration Office budget by \$125,000.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

*Improve the health and quality of life through increased library outreach services through Bookmobile visits and activities.*

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

Prepared by: Jacqueline C. Bleisch, Administrative Services Officer, (831)883-7576

Approved by: Hillary Theyer, Library Director, (831)883-7567

DocuSigned by:

*Jacqueline Bleisch*

11/4/2021 | 10:27

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DocuSigned by:

*Hillary Theyer*

11/5/2021 | 8:36 AM

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Attachments:

North Bookmobile Board of Supervisors Board Order Budget Approval FY 20-21

CIP North bookmobile Project

State Library North Bookmobile Grant

Resolution to Transfer \$125,000 CAO Cannabis Fund to Library Fund



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

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

#### **Adopted Resolution No. 20-216**

Adopted Resolution No. 20-216 approving the Fiscal Year (FY) 2020-21 Budget for the County of Monterey, incorporating the FY 2020-21 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board at the June 1-2, 2020 Budget Hearings.

PASSED AND ADOPTED on this 23<sup>rd</sup> day of June 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 23, 2020.

Dated: June 24, 2020  
File ID: RES 20-100  
Agenda Item No.: 17

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

  
\_\_\_\_\_  
Joel G. Pablo, Deputy

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

**Resolution No.: 20 - 216** )

- a. Adopting the Fiscal Year (FY) 2020-21 Budget for the County of )  
Monterey incorporating the FY 2020-21 Recommended Budget, )  
which includes the County's General Financial Policies, )  
adjustments for clerical errors, and additional modifications )  
directed by the Board at the June 1-2, 2020 Budget )  
Hearings.....) )

WHEREAS, Sections 29088-29092 of the Government Code of the State of California provide that the Board of Supervisors of each county shall adopt, by resolution, the budget; and

WHEREAS, after giving due notice as required by law, the Board of Supervisors held Public Hearings for the purpose of developing the Adopted Budget for the County of Monterey for Fiscal Year 2020-21; and

WHEREAS, at said Public Hearings held on June 1 and 2, 2020, the Board of Supervisors heard all requests for the increase, decrease, or other alteration of the 2020-21 Recommended Budget as prepared by the County Administrative Officer, and in consideration thereof has decided upon all revisions of said Recommended Budget which it deems advisable; and

WHEREAS, the record of such decisions is in final form in the possession of, and will be published by the Monterey County Auditor-Controller; 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; and

WHEREAS, on April 7, 2020, the Board of Supervisors held the FY 2020-21 Budget Workshop in an effort to minimize impacts to employees and County services,

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

1. The FY 2020-21 Budget for the County of Monterey, including the County's General Financial Policies, and incorporating the FY 2020-21 Recommended Budget presented at its June 1-2, 2020 Budget Hearings, including modifications approved by the Board at said Public Hearings, as detailed in Attachment A and Exhibit 1, and adjustments for COWCAP changes as detailed in Attachment C, and by reference attached hereto and incorporated herein, is hereby approved and adopted.
2. The FY 2020-21 Recommended Budget as received and approved with modifications by the Board during the aforementioned Public Hearings, and as officially submitted by the County Administrative Officer to the Auditor-Controller, with said revised budget for the County of Monterey is hereby approved and adopted by reference as the Adopted Budget for the 2020-21 Fiscal Year for the County of Monterey.



PASSED AND ADOPTED on this 23<sup>rd</sup> day of June 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 23, 2020.

Dated: June 24, 2020

File ID: RES 20-100

Agenda Item No.: 17

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



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Joel G. Pablo, Deputy

**ATTACHMENT A**  
**June 1-2, 2020 Budget Hearings**  
**Board of Supervisors Modifications to the Fiscal Year 2020-21 Recommended Budget**

The items listed below were directed by the Board of Supervisors (Board) as modifications to the Fiscal Year (FY) 2020-21 Recommended Budget during the June 1-2, 2020 Budget Hearings.

1. Increase appropriations in the County Administrative Office (001-1050-8029-CAO007) by \$250,000, including a contribution to Salinas Valley Promise (\$200,000) for leadership development and the membership fee for the California Cannabis Authority Joint Powers Authority (CCA JPA) (\$50,000), financed by the release in the General Fund Cannabis Assignment fund balance (001-3132).
2. Increase appropriations in the County Administrative Office (001-1050-8035-CAO013) by \$15,000 for the Rural County Representatives of California (RCRC) organization membership fee, offset by a reduction of \$15,000 to the appropriation for contingencies (001-1050-8034-CAO020).
3. Increase appropriations in the County Administrative Office (001-1050-8054-CAO004) by \$125,000 for the Intergovernmental and Legislative Affairs contract with Citigate, offset by a reduction of \$125,000 to the appropriation for contingencies (001-1050-8034-CAO020).
4. Increase appropriations in the County Administrative Office (001-1050-8512-CAO036) by \$50,000 for the Development Set-Aside to the Monterey County Convention and Visitors Bureau (MCCVB) to promote Salinas Valley tourism, offset by a reduction of \$50,000 to the appropriation for contingencies (001-1050-8034-CAO020).
5. Increase appropriations in the County Administrative Office (001-1050-8514-CAO038) by \$285,000 for affordable Housing and Economic Development, including consultant contracts with National Development Council (NDC) (\$75,000), the membership fee for the Monterey Bay Economic Partnership (MBEP) (\$10,000), and a matching commitment in the Local Housing Trust for the California Department of Housing and Community Development (HCD) grant (\$200,000), offset by a reduction of \$85,000 to the appropriation for contingencies (001-1050-8034-CAO020) for NDC and MBEP and financed by the release of \$200,000 in the General Fund Cannabis Assignment fund balance (001-3132) for HCD.
6. Increase appropriations by \$1,250,000 in the County Administrative Office (001-1050-8038-CAO017) to replace the Sheriff's Office end of life radio equipment, financed by the release in the General Fund Cannabis Assignment fund balance (001-3132).
7. Increase appropriations by \$11,243 in the County Administrative Office (001-1050-8038-CAO017) to make an operating transfer from the General Fund to the Emergency Communications Special Revenue Fund (028-1520-8507-EME004), to cover the County's portion of increased Countywide Cost Allocation Plan (COWCAP) charges, funded by the credit for COWCAP to the General Fund.

8. Decrease non-program revenues by \$1,569,907 in the County Administrative Office (001-1050-8041-CAO019) to account for projected Transient Occupancy Tax losses due to COVID-19, offset by the COWCAP final charge credits to the General Fund.
9. Increase appropriations in the Office of County Counsel (001-1210-8057-COU001) by \$208,277 overall for position changes, offset by a reduction of \$208,277 to the appropriation for contingencies (001-1050-8034-CAO020) as follows:
  - a. Delete one vacant Deputy County Counsel I position to decrease appropriations by \$133,338.
  - b. Delete one vacant Deputy County Counsel II position to decrease appropriations by \$168,324.
  - c. Increase appropriations by \$415,798 to restore funding for two vacant Deputy County Counsel IV positions for 10 months.
  - d. Increase appropriations by \$94,141 to restore funding for one vacant Administrative Secretary-Confidential position for 10 months.
10. Increase appropriations in the Sheriff's Office by \$740,815 to restore funding to positions, including \$666,413 for four vacant Deputy Sheriffs in Corrections and two Corrections Specialist filled after the department budget was submitted (001-2300-8238-SHE003) and \$74,402 for one filled Sheriffs Property Technician position in Enforcement (001-2300-8242-SHE001), offset by a reduction of \$740,815 to the appropriation for contingencies (001-1050-8034-CAO020).
11. Reallocate appropriations in the Sheriff's Office to fully fund three Sheriffs Commander positions, fully offset by a reduction in overtime, as follows:
  - a. Decrease appropriations for Sheriff's Office overtime by \$745,000 including (\$496,666) for Corrections (001-2300-8238-SHE003) and (\$248,334) in (001-2300-8250-SHE001) offset by increased appropriations in the following units to fund three Sheriffs Commanders.
    - i. Increase appropriations by \$248,333 (001-2300-8238-SHE003) to fund one Sheriffs Commander in the Corrections Unit.
    - ii. Increase appropriations by \$248,333 (001-2300-8227-SHE001) to fund one Sheriffs Commander in the Professional Standards Unit.
    - iii. Increase appropriations by \$248,334 (001-2300-8250-SHE001) to fund one Sheriffs Commander in the Community Services and Special Enforcement Unit.
12. Increase appropriations and revenue by \$351,798 for the Road Fund (002-3000-8443-RMA012) to meet the Measure X MOE with a corresponding increase in appropriations in the County Administrative Office (001-1050-CAO017) to make an operating transfer from the General Fund to the Road Fund, offset by a reduction of \$351,798 to the appropriation for contingencies (001-1050-8034-CAO020).
13. Increase appropriations in the Resource Management Agency (001-3000-8529-RMA110) by \$75,998 for the Salinas Valley Groundwater Basin (SVGB) investigation, financed by the release in the General Fund Cannabis Assignment fund balance (001-3132).
14. Increase appropriations and revenue by \$207,500 for the Pajaro County Sanitation District (PCSD) fund (151-3000-8197-RMA040) as a loan to the PCSD for drainage repairs with a corresponding increase in appropriations in the County Administrative Office (001-1050-

- 8038-CAO017) to make an operating transfer from the General Fund to the District Fund, financed by the release in General Fund Cannabis Assignment fund balance (001-3132).
15. Increase appropriations in the Health Department (001-4000-8099-HEA007) by \$135,000 to provide free legal services to patients, including \$67,500 in revenues as an operating transfer from the Health Realignment Fund (025-4000-8424-HEA013) with the remainder offset by a reduction of \$67,500 to the appropriation for contingencies (001-1050-8034-CAO020).
  16. Increase appropriations in the Health Department (001-4000-8124-HEA003) by \$350,000 for Early Childhood Development programs, including School Readiness Assessment (\$50,000), Family Friendly Business Certification (\$100,000), and Trauma Informed Capacity Building (\$200,000), financed by the release in the General Fund Cannabis Assignment fund balance (001-3132).
  17. Approve an Office Assistant III position in the Health Department's Public Guardian Bureau (001-4000-8118-HEA008), increasing appropriations offset by a \$78,276 reduction to the appropriation for contingencies (001-1050-8034-CAO020).
  18. Approve an Office Assistant II position in the Health Department's Animal Services Division (001-4000-8442-HEA001) with 11 months funding (\$67,576) and offer spay and neuter clinics (\$61,000), increasing appropriations offset by a \$128,576 reduction to the appropriation for contingencies (001-1050-8034-CAO020).
  19. Increase appropriations in Social Services (008-5010-8257-SOC007) by \$10,000 for Community Homeless Solutions financed by increased state Community Services Block Grant Funding (CSBG).
  20. Increase appropriations in Social Services (001-5010-8258-SOC004) by \$1,327,484 for Community Programs including Whole Person Care-Franciscan Workers (\$416,250) offset by \$277,500 in revenues, the Coalition on Homelessness (\$306,604), Safe Parking (\$139,630), and Whole Person Care-Chinatown Drop-in Center (\$277,500), Seaside Shelter (\$100,000), Gathering for Women (\$40,000), Community Homeless Solutions (\$27,500), and Community Human Services-Youth Services (\$20,000), financed by \$423,125 of state Homeless Housing, Assistance Prevention (HHAP) funding and the release of \$626,859 in the General Fund Cannabis Assignment fund balance (001-3132).
  21. Decrease federal revenues by \$66,000 in Social Services (001-5010-8262-SOC005) for the underfill of a Social Worker V position in Adult Protective Services, funded by a corresponding decrease in the appropriation for contingencies (001-1050-8034-CAO020).
  22. Increase appropriations and revenue by \$125,000 for the Library Fund (003-6110-8141-LIB001) to leverage a State grant for a book mobile bus with a corresponding increase in appropriations in the County Administrative Office (001-1050-8038-CAO017) to make an operating transfer from the General Fund to the Library Fund, financed by the release in General Fund Cannabis Assignment fund balance (001-3132).

**ATTACHMENT B**  
**June 1-2, 2020 Budget Hearings**  
**Board-directed Follow-up and Pending Budget Issues**  
**For the Fiscal Year 2020-21 Adopted Budget**

The Board of Supervisors considered additional funding requests for FY 2020-21 expenditures and requested follow-up reports and discussion on several funding requests to more thoroughly understand the nature and scope of the issues, impacts, and availability of potential financing options. Board-directed follow-up issues and actions include:

1. County Administrative Office – The Board requested a plan from the Monterey County Convention and Visitors Bureau (MCCVB) on promoting Salinas Valley tourism with the \$50,000 request that it approved and a report accounting for expenditures in FY 2019-20.
2. County Administrative Office – The Board requested a presentation from the governing for racial equity (GRE) group.
3. County Administrative Office – The Board directed staff from Housing and Economic Development and housing partners return with a coordinated plan leveraging resources to offer solutions for homelessness issues. Additionally, a funding commitment of a total of one million over five years shall be detailed and was initially provided \$200,000 for FY 2020-21 for a competitive grant application that required a County match.
4. County Administrative Office/Elections Department – The Board approved a transfer of \$973,300 out of the cannabis assignment to conduct the November election. The County Administrative will coordinate timing with the Elections Department.
5. County Administrative Office/Sheriff's Office – The Board requested staff from the Sheriff's Office and County Administrative Office review purchase and lease options to replace radios that have exceeded their end of life. The County Administrative Office has earmarked an initial \$1,250,000 in funding for the chosen solution. Funding and the timing of transfers for an additional \$1,250,000 requested remains to be determined.
6. Resource Management Agency – The Board funded a loan of \$207,500 for drainage repairs to the Pajaro County Sanitation District out of the General Fund Cannabis Assignment. The Resource Management Agency (RMA) is to provide details for loan repayment, including feasibility of reimbursement through a fee study. RMA will also report options for funding sidewalk, lighting and road improvements in Las Lomas, San Ardo and San Lucas, not limited to coordinating with municipalities and identifying potential partnerships with public health and safety organizations and programs or TAMC.
7. Natividad Medical Center – The Board confirmed that Natividad Medical Center will return in July with a report on the comprehensive healthcare services offered to the undocumented community by Esperanza Care, including existing and potential future programs, options for coordination with adjacent Counties and expansion into other hospitals.

**ATTACHMENT C -COWCAP ADJUSTMENTS -**  
**Approved versus Draft FY2020-21 COWCAP**  
**(based on FY2018-19 actuals)**

						Appropriation Increase or (Decrease)
Department	Fund	Dept.	Unit	Appropriation	Object	
<b>COUNTY GENERAL FUND - County Overhead Recovered</b>						
<b>External Overheads:</b>						
Board of Supervisors	001	1000	8012	BOA001	7301	119,695.00
Building Depreciation	001	1050	8038	CAO017	7301	0.00
County Administrative Office & ILA	001	1050	8045	CAO001	7301	(81,676.00)
Contracts & Purchasing	001	1050	8047	CAO002	7301	(190,067.00)
Fleet Administration	001	1050	8451	CAO025	7301	(446,486.00)
Courier Services	001	1050	8508	CAO035	7301	(366,697.16)
Mail Services	001	1050	8509	CAO035	7301	(189,948.48)
Office of Emergency Services	001	1050	8056	CAO005	7301	106,383.00
Office of Community Engagement &	001	1050	8440	CAO024	7301	86.00
Auxiliary Services	001	1050	8472	CAO027	7301	96.00
Housing and Economic Dev Admin	001	1050	8514	CAO038	7301	94,080.00
Human Resources	001	1060	8445	HRD001	7301	(127,066.00)
Civil Rights Office	001	1080	8505	CRO001	7301	(44,991.00)
Annual County Audit	001	1110	8010	AUD002	7301	(7.00)
Auditor-Controller	001	1110	8011	AUD001	7301	(97,902.00)
Treasurer-Tax Collector	001	1170	8266	TRE001	7301	(13,315.00)
Assessor	001	1180	8003	ACR001	7301	91,064.00
Clerk/Recorder	001	1180	8004	ACR002	7301	92,490.00
County Counsel	001	1210	8057	COU001	7301	(100,314.00)
Risk Management	001	1210	8407	COU002	7301	(2,330.00)
Grand Jury	001	1210	8405	COU005	7301	5,038.00
Enterprise Risk	001	1210	8429	COU006	7301	207.00
Assessment Appeals Board	001	1300	8019	COB001	7301	245.00
Clerk of the Board	001	1300	8020	COB001	7301	18,191.00
Elections	001	1410	8064	ELE001	7301	379,824.00
Information Technology	001	1930	8439	INF002	7301	(240,035.00)
District Attorney	001	2240	8063	DIS001	7301	205,986.00
Child Support Services	001	2250	8018	CHI001	7301	22,018.00
Public Defender	001	2270	8169	PUB001	7301	347,090.00
Coroner & Investigation	001	2300	8245	SHE001	7301	14,874.00
Jail Operations and Administration	001	2300	8238	SHE003	7301	844,632.00
Sheriff	001	2300	8273	SHE001	7301	643,412.00
Juvenile Hall	001	2550	8163	PRO001	7301	23,903.36
Adult Probation	001	2550	8165	PRO001	7301	11,487.00
Probation Admin	001	2550	8167	PRO001	7301	198,003.00
Agricultural Commissioner	001	2810	8001	AGR001	7301	101,347.00
Produce Inspection	001	2810	8002	AGR001	7301	263.00
Facilities Maintenance	001	3000	8176	RMA006	7301	(4,256,224.36)
Building Services	001	3000	8528	RMA110	7301	23,006.00

Planning	001	3000	8529	RMA110	7301	14,323.00
Resource Management Agency	001	3000	8222	RMA013	7301	121,436.00
Environmental Services	001	3000	8530	RMA110	7301	3,607.00
Parks Operations	001	3000	8510	RMA104	7301	234,298.00
Primary Health Care	001	4000	8096	HEA007	7301	142,180.00
Emergency Medical Services	001	4000	8109	HEA006	7301	29,445.00
Environmental Health	001	4000	8117	HEA005	7301	29,642.00
Public Guardian/Administrator	001	4000	8118	HEA008	7301	78,438.00
Children's Medical Services	001	4000	8121	HEA004	7301	57,932.00
Community Health Regional Teams	001	4000	8123	HEA003	7301	3,949.15
Public Health	001	4000	8124	HEA003	7301	47,344.85
Health Administration	001	4000	8438	HEA014	7301	17,617.00
Animal Services	001	4000	8442	HEA001	7301	28,876.00
Military & Veterans' Services	001	5010	8260	SOC003	7301	15,401.00
Social Services	001	5010	8262	SOC005	7301	391,339.00
Area Agency on Aging	001	5010	8268	SOC010	7301	1,176.00
Office for Employment Training	001	5010	8498	SOC013	7301	1,892.00
Agricultural Cooperative Extension	001	6210	8021	EXT001	7301	13,592.00
Totals General Fund						(1,581,150.64)

<b>NON-GENERAL FUND DEPARTMENTS:</b>						
Workforce Development Board	021	1050	8478	CAO030	7301	24,321.00
Homeland Security Grant	024	1050	8412	CAO023	7301	166.00
Enterprise Resource Planning (ISF)	478	1050	8506	CAO034	7301	90.00
Vehicle Replacement Planning (ISF)	478	1050	8483	CAO032	7301	573.00
Laguna Seca Recreational Area	453	1050	8441	CAO046	7301	(28,862.00)
Benefits Programs Fund (ISF)	477	1060	8418	HRD002	7301	1,114.00
General Liability Insurance	475	1210	8408	COU003	7301	40,382.00
Worker's Compensation	476	1210	8409	COU004	7301	2,136.00
NGEN Operations & Maintenance	026	1520	8480	EME003	7301	6,929.00
Emergency Communication - NGEN	405	1520	8426	EME002	7301	177.00
Emergency Communications	028	1520	8065	EME001	7301	35,561.00
PW - Construction Projects	002	3000	8195	RMA012	7301	45,343.00
PW - Road \$ Bridges - Maintenance	002	3000	8443	RMA012	7301	483,856.00
Fish & Game	006	3000	8476	RMA101	7301	20.00
Capital Projects	402	3000	8468	RMA014	7301	944.00
Facilities Master Plan Projects	404	3000	8174	RMA015	7301	(56,515.00)
Parks Lake & Resort Operations	452	3000	8477	RMA102	7301	17,097.00
Behavioral Health	023	4000	8410	HEA012	7301	113,236.00
IHSS PA-Administration	005	5010	8259	SOC008	7301	603.00
Community Action Partnership	008	5010	8257	SOC007	7301	907.00
County Library	003	6110	8141	LIB001	7301	116,948.00
Water Resources Agency Administration	111	9300	8267	WRA001	7301	101,748.50
Pajaro Levee	112	9300	8484	WRA002	7301	20,349.90
Dam Operations	116	9300	8485	WRA006	7301	146,515.48
Soledad Storm Drain	121	9300	8486	WRA011	7301	8,139.36
Reclamation Ditch	122	9300	8487	WRA012	7301	61,047.70

San Lorenzo Creek	124	9300	8488	WRA014	7301	4,070.18
Moro Cojo Slough	127	9300	8489	WRA017	7301	8,139.36
Hydro-Electric Operations	130	9300	8490	WRA022	7301	24,419.08
CSIP Operations	131	9300	8491	WRA020	7301	16,279.72
SVDF Operations	134	9300	8493	WRA028	7301	16,279.72
Natividad Medical Center	451	9600	8142	NMC001	7301	190,054.00
<b>Total Other Funds</b>						<b>1,402,069</b>



Dept	Classification Code	Classification Title	Adopted 2020	Recommended 2021	Change from Adopted 2020 to Recommended 2021	Clerical Adjustments	Board Hearings Modifications	Adopted 2021
<b>Board of Supervisors - Dept. 1000</b>								
1000	10A01	BOARD OF SUPERVISORS CHAIRMAN	1.00	1.00	-	-	-	1.00
1000	10A02	BOARD OF SUPERVISORS MEMBER	4.00	4.00	-	-	-	4.00
1000	14H02	BOARD OF SUPERVISORS AIDE	5.00	5.00	-	-	-	5.00
1000	14H10	PRINCIPAL BOARD AIDE	5.00	5.00	-	-	-	5.00
1000	80A90	BOARD OF SUPERVISORS ADMINISTRATIVE ASSIST	5.00	5.00	-	-	-	5.00
Subtotal			20.00	20.00	-	-	-	20.00
<b>County Administrative Office - Dept. 1050</b>								
1050	11A01	ADMINISTRATIVE OFFICER	1.00	1.00	-	-	-	1.00
1050	12E03	ASSISTANT COUNTY ADMINISTRATIVE OFFICER	2.00	2.00	-	-	-	2.00
1050	12E16	WIB EXECUTIVE DIRECTOR	1.00	1.00	-	-	-	1.00
1050	14A23	PRINCIPAL ADMINISTRATIVE ANALYST	5.00	5.00	-	-	-	5.00
1050	14A24	COUNTY BUDGET DIRECTOR	1.00	1.00	-	-	-	1.00
1050	14A25	EMERGENCY SERVICES MANAGER	1.00	1.00	-	-	-	1.00
1050	14C30	MANAGEMENT ANALYST II	5.00	5.00	-	-	-	5.00
1050	14C31	MANAGEMENT ANALYST III	9.00	10.00	1.00	-	-	10.00
1050	14E20	BUYER II	2.00	2.00	-	-	-	2.00
1050	14G02	MANAGEMENT ANALYST I	3.00	4.00	1.00	-	-	4.00
1050	14H64	FLEET MANAGER	1.00	1.00	-	-	-	1.00
1050	14M22	HOUSING PROGRAM MANAGER	1.00	1.00	-	-	-	1.00
1050	14N05	ADMINISTRATIVE OPERATIONS MANAGER	1.00	1.00	-	-	-	1.00
1050	14N35	CONTRACTS & PURCHASING OFFICER	1.00	1.00	-	-	-	1.00
1050	20B10	ACCOUNTANT I	2.00	2.00	-	-	-	2.00
1050	20B11	ACCOUNTANT II	-	1.00	1.00	-	-	1.00
1050	20B93	FINANCE MANAGER II	2.00	2.00	-	-	-	2.00
1050	41F30	REDEVELOPMENT/HOUSING PROJECT ANALYST I	1.00	1.00	-	-	-	1.00
1050	41F31	REDEVELOPMENT/HOUSING PROJECT ANALYST II	1.00	1.00	-	-	-	1.00
1050	41F32	REDEVELOPMENT/HOUSING PROJECT ANALYST III	1.00	1.00	-	-	-	1.00
1050	41G01	EMERGENCY SERVICES PLANNER	4.00	3.00	(1.00)	-	-	3.00
1050	43C11	PERMIT TECHNICIAN II	-	1.00	1.00	-	-	1.00
1050	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATI	1.00	1.00	-	-	-	1.00
1050	43L18	COMMUNICATIONS TECHNICIAN III	-	1.00	1.00	-	-	1.00
1050	43L20	COMMUNICATIONS TECHNICIAN I	-	1.00	1.00	-	-	1.00
1050	60G21	WIB EMPLOYMENT PROGRAMS REPRESENTATIVE II	3.00	3.00	-	-	-	3.00
1050	60G33	WIB EMPLOYMENT PROGRAMS REPRESENTATIVE III	1.00	1.00	-	-	-	1.00
1050	60I02	PROGRAM MANAGER II	1.00	1.00	-	-	-	1.00
1050	68A30	RANGE MASTER	1.00	1.00	-	-	-	1.00
1050	68B02	SPECIAL EVENTS MANAGER	1.00	-	(1.00)	-	-	-
1050	68C02	RANGE AIDE	2.00	1.00	(1.00)	-	-	1.00
1050	70F21	COURIER	4.00	4.00	-	-	-	4.00
1050	70F23	STOREKEEPER	1.00	1.00	-	-	-	1.00
1050	70F79	WAREHOUSE WORKER	4.00	5.00	1.00	-	-	5.00
1050	70F80	SENIOR STOREKEEPER	1.00	1.00	-	-	-	1.00
1050	70F82	SUPERVISING WAREHOUSE WORKER	1.00	1.00	-	-	-	1.00
1050	70M01	SHUTTLE DRIVER	2.00	-	(2.00)	-	-	-
1050	72C20	MECHANIC I	1.00	2.00	1.00	-	-	2.00
1050	72C23	MECHANIC II	11.00	11.00	-	-	-	11.00
1050	72C26	MECHANIC III	2.00	2.00	-	-	-	2.00
1050	72C83	FLEET SERVICE WRITER	1.00	1.00	-	-	-	1.00
1050	80A32	SENIOR SECRETARY	3.00	4.00	1.00	-	-	4.00
1050	80A97	EXECUTIVE ASSISTANT TO ADMINISTRATIVE OFFICER	1.00	1.00	-	-	-	1.00
1050	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	2.00	2.00	-	-	-	2.00
1050	80E01	OFFICE ASSISTANT I	1.00	1.00	-	-	-	1.00
1050	80G21	DATA ENTRY OPERATOR II	1.00	1.00	-	-	-	1.00
1050	80J22	SENIOR ACCOUNT CLERK	1.00	2.00	1.00	-	-	2.00
1050	80J30	ACCOUNTING TECHNICIAN	3.00	3.00	-	-	-	3.00
1050	80O22	MAILROOM CLERK	1.50	1.50	-	-	-	1.50
1050	80O23	SENIOR MAILROOM CLERK	1.00	1.00	-	-	-	1.00
1050	99ZXX	ALLOCATION ON LOAN XX	17.00	17.00	-	-	-	17.00
Subtotal			114.50	119.50	5.00	-	-	119.50
<b>Human Resources - Dept. 1060</b>								
1060	11A07	DIRECTOR OF HUMAN RESOURCES	1.00	1.00	-	-	-	1.00
1060	12C37	ASSISTANT DIRECTOR OF HUMAN RESOURCES	1.00	1.00	-	-	-	1.00
1060	14B21	ASSOCIATE PERSONNEL ANALYST	10.00	9.00	(1.00)	-	-	9.00
1060	14B28	SUPERVISING PERSONNEL ANALYST	1.00	1.00	-	-	-	1.00
1060	14B32	SENIOR PERSONNEL ANALYST	3.00	5.00	2.00	-	-	5.00
1060	14B60	RISK & BENEFITS SPECIALIST-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
1060	14B62	ASSOCIATE RISK & BENEFITS ANALYST	2.00	2.00	-	-	-	2.00
1060	14B63	SENIOR RISK & BENEFITS ANALYST	1.00	1.00	-	-	-	1.00
1060	14C30	MANAGEMENT ANALYST II	-	1.00	1.00	-	-	1.00
1060	14C31	MANAGEMENT ANALYST III	3.00	3.00	-	-	-	3.00
1060	14G02	MANAGEMENT ANALYST I	1.00	-	(1.00)	-	-	-
1060	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	5.00	4.00	(1.00)	-	-	4.00
1060	14M61	HR PROGRAM MANAGER	3.00	3.00	-	-	-	3.00
1060	20B93	FINANCE MANAGER II	1.00	1.00	-	-	-	1.00
1060	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
1060	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	-	-	-	1.00
Subtotal			35.00	35.00	-	-	-	35.00
<b>Economic Development Department - Dept. 1070</b>								
1070	14C30	MANAGEMENT ANALYST II	-	-	-	-	-	-
1070	14C31	MANAGEMENT ANALYST III	-	-	-	-	-	-
1070	14M22	HOUSING PROGRAM MANAGER	-	-	-	-	-	-
1070	41F30	REDEVELOPMENT/HOUSING PROJECT ANALYST I	-	-	-	-	-	-
1070	41F32	REDEVELOPMENT/HOUSING PROJECT ANALYST III	-	-	-	-	-	-
1070	80A32	SENIOR SECRETARY	-	-	-	-	-	-
Subtotal			-	-	-	-	-	-
<b>Civil Rights Office - Dept. 1080</b>								
1080	14B25	EQUAL OPPORTUNITY OFFICER	1.00	1.00	-	-	-	1.00
1080	14B47	ASSOCIATE EQUAL OPPORTUNITY ANALYST	2.00	2.00	-	-	-	2.00
1080	14B49	SENIOR EQUAL OPPORTUNITY ANALYST	1.00	1.00	-	-	-	1.00
1080	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
Subtotal			5.00	5.00	-	-	-	5.00
<b>Auditor-Controller Dept. 1110</b>								
1110	10B02	AUDITOR-CONTROLLER	1.00	1.00	-	-	-	1.00
1110	12A02	ASSISTANT AUDITOR-CONTROLLER	1.00	1.00	-	-	-	1.00
1110	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	-	-	-	1.00
1110	14P32	ERP BUSINESS ANALYST	4.00	5.00	1.00	-	-	5.00

**Fiscal Year 2020-21 Adopted Budget  
Countywide Position Summary Revised**

**Exhibit 1**

1110	20B21	ACCOUNTANT AUDITOR II	1.00	1.00	-	-	-	1.00
1110	20B22	ACCOUNTANT AUDITOR III	6.00	6.00	-	-	-	6.00
1110	20B24	AUDITOR-CONTROLLER ANALYST I	6.00	6.00	-	-	-	6.00
1110	20B25	AUDITOR-CONTROLLER ANALYST II	1.00	1.00	-	-	-	1.00
1110	20B31	INTERNAL AUDITOR II	1.00	1.00	-	-	-	1.00
1110	20B97	CHIEF DEPUTY AUDITOR-CONTROLLER	3.00	3.00	-	-	-	3.00
1110	80J21	ACCOUNT CLERK	1.00	1.00	-	-	-	1.00
1110	80J22	SENIOR ACCOUNT CLERK	3.00	3.00	-	-	-	3.00
1110	80J30	ACCOUNTING TECHNICIAN	2.00	2.00	-	-	-	2.00
1110	80J80	ACCOUNTS PAYABLE SUPERVISOR	1.00	1.00	-	-	-	1.00
1110	80J96	PAYROLL TECHNICIAN-CONFIDENTIAL	9.00	7.00	(2.00)	-	-	7.00
1110	80J97	SENIOR PAYROLL TECHNICIAN - CONFIDENTIAL	2.00	2.00	-	-	-	2.00
1110	80J98	SUPERVISING PAYROLL COORDINATOR-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
Subtotal			44.00	43.00	(1.00)	-	-	43.00
<b>Treasurer-Tax Collector Dept. 1170</b>								
1170	10B06	TREASURER-TAX COLLECTOR	1.00	1.00	-	-	-	1.00
1170	12A24	ASSISTANT TREASURER-TAX COLLECTOR	1.00	1.00	-	-	-	1.00
1170	14C31	MANAGEMENT ANALYST III	3.00	3.00	-	-	-	3.00
1170	14C45	TREASURY MANAGER	1.00	1.00	-	-	-	1.00
1170	14C47	DEPUTY TREASURER-TAX COLLECTOR	1.00	2.00	1.00	-	-	2.00
1170	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	-	-	-	1.00
1170	14C71	ADMINISTRATIVE SERVICES OFFICER	1.00	1.00	-	-	-	1.00
1170	16C88	BUSINESS TECHNOLOGY ANALYST III	1.00	1.00	-	-	-	1.00
1170	20B10	ACCOUNTANT I	1.00	1.00	-	-	-	1.00
1170	20B11	ACCOUNTANT II	2.00	2.00	-	-	-	2.00
1170	20B12	ACCOUNTANT III	1.00	1.00	-	-	-	1.00
1170	20B41	TREASURY OFFICER II	3.00	3.00	-	-	-	3.00
1170	20B93	FINANCE MANAGER II	2.00	1.00	(1.00)	-	-	1.00
1170	20B95	FINANCE MANAGER I	1.00	1.00	-	-	-	1.00
1170	20B96	FINANCE SYSTEMS MANAGER	1.00	1.00	-	-	-	1.00
1170	25A32	REVENUE OFFICER II	9.00	9.00	-	-	-	9.00
1170	25A33	SUPERVISING REVENUE OFFICER	1.00	1.00	-	-	-	1.00
1170	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	-	-	-	1.00
1170	80J21	ACCOUNT CLERK	9.00	9.00	-	-	-	9.00
1170	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	-	-	-	1.00
1170	80J30	ACCOUNTING TECHNICIAN	7.00	7.00	-	-	-	7.00
Subtotal			49.00	49.00	-	-	-	49.00
<b>Assessor-County Clerk/Recorder - Dept. 1180</b>								
1180	11B01	ASSESSOR-COUNTY CLERK-RECORDER	1.00	1.00	-	-	-	1.00
1180	12A05	ASSISTANT COUNTY CLERK-RECORDER	1.00	1.00	-	-	-	1.00
1180	12A15	ASSISTANT ASSESSOR-VALUATION	1.00	1.00	-	-	-	1.00
1180	14B32	SENIOR PERSONNEL ANALYST	1.00	1.00	-	-	-	1.00
1180	14C71	ADMINISTRATIVE SERVICES OFFICER	1.00	1.00	-	-	-	1.00
1180	14G02	MANAGEMENT ANALYST I	1.00	1.00	-	-	-	1.00
1180	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
1180	14K45	AUDITOR APPRAISER MANAGER	1.00	1.00	-	-	-	1.00
1180	16C87	BUSINESS TECHNOLOGY ANALYST II	1.00	1.00	-	-	-	1.00
1180	16F40	DEPARTMENTAL INFORMATION SYSTEMS MANAGER I	1.00	1.00	-	-	-	1.00
1180	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	-	-	-	1.00
1180	20B10	ACCOUNTANT I	1.00	1.00	-	-	-	1.00
1180	20B95	FINANCE MANAGER I	1.00	1.00	-	-	-	1.00
1180	28A21	APPRAISER II	13.00	13.00	-	-	-	13.00
1180	28A22	APPRAISER III	5.00	5.00	-	-	-	5.00
1180	28A80	SUPERVISING APPRAISER	2.00	2.00	-	-	-	2.00
1180	28B21	AUDITOR-APPRAISER II	4.00	4.00	-	-	-	4.00
1180	28B22	AUDITOR-APPRAISER III	1.00	1.00	-	-	-	1.00
1180	43F21	MAP DRAFTING TECHNICIAN	1.00	1.00	-	-	-	1.00
1180	43F80	SENIOR MAP DRAFTING TECHNICIAN	1.00	1.00	-	-	-	1.00
1180	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
1180	80E21	OFFICE ASSISTANT II	7.00	7.00	-	-	-	7.00
1180	80E22	OFFICE ASSISTANT III	6.00	6.00	-	-	-	6.00
1180	80E80	PRINCIPAL OFFICE ASSISTANT	1.00	1.00	-	-	-	1.00
1180	80E81	SUPERVISING OFFICE ASSISTANT I	1.00	2.00	1.00	-	-	2.00
1180	80E82	SUPERVISING OFFICE ASSISTANT II	1.00	1.00	-	-	-	1.00
1180	80E92	RECORDER SERVICES SUPERVISOR	1.00	1.00	-	-	-	1.00
1180	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	-	-	-	1.00
1180	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	-	-	-	1.00
1180	80P22	PHOTOCOPYIST	2.00	2.00	-	-	-	2.00
1180	80R11	ASSESSMENT CLERK	1.00	1.00	-	-	-	1.00
1180	80R22	PROPERTY TRANSFER CLERK	4.00	4.00	-	-	-	4.00
1180	80R23	SENIOR PROPERTY TRANSFER CLERK	1.00	1.00	-	-	-	1.00
Subtotal			68.00	69.00	1.00	-	-	69.00
<b>County Counsel - Dept. 1210</b>								
1210	11A04	COUNTY COUNSEL	1.00	1.00	-	-	-	1.00
1210	12C38	ASSISTANT COUNTY COUNSEL	1.00	1.00	-	-	-	1.00
1210	12C39	CHIEF ASSISTANT COUNTY COUNSEL	1.00	1.00	-	-	-	1.00
1210	14B62	ASSOCIATE RISK & BENEFITS ANALYST	1.00	1.00	-	-	-	1.00
1210	14B63	SENIOR RISK & BENEFITS ANALYST	1.00	1.00	-	-	-	1.00
1210	14B64	PRINCIPAL RISK & BENEFITS ANALYST	1.00	1.00	-	-	-	1.00
1210	14C30	MANAGEMENT ANALYST II	1.00	1.00	-	-	-	1.00
1210	14C31	MANAGEMENT ANALYST III	2.00	2.00	-	-	-	2.00
1210	14C32	SAFETY OFFICER	1.00	1.00	-	-	-	1.00
1210	14C85	WORKERS COMPENSATION MANAGER	1.00	1.00	-	-	-	1.00
1210	14C86	ERGONOMICS MANAGER	1.00	1.00	-	-	-	1.00
1210	20B95	FINANCE MANAGER I	1.00	1.00	-	-	-	1.00
1210	39B20	DEPUTY COUNTY COUNSEL I	1.00	1.00	-	-	(1.00)	-
1210	39B21	DEPUTY COUNTY COUNSEL II	1.00	1.00	-	-	(1.00)	-
1210	39B23	DEPUTY COUNTY COUNSEL IV	15.00	13.00	(2.00)	-	2.00	15.00
1210	39B25	SENIOR DEPUTY COUNTY COUNSEL	4.00	4.00	-	-	-	4.00
1210	74K50	SAFETY COORDINATOR/INVESTIGATOR	3.00	3.00	-	-	-	3.00
1210	80A34	SENIOR SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
1210	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	-	(1.00)	-	1.00	1.00
1210	80B26	LEGAL SECRETARY III	-	7.00	7.00	-	-	7.00
1210	80B98	LEGAL SECRETARY-CONFIDENTIAL	5.00	-	(5.00)	-	-	-
1210	80B99	SENIOR LEGAL SECRETARY-CONFIDENTIAL	2.00	-	(2.00)	-	-	-
1210	99ZWC	ALLOCATION ON LOAN WORK COMP	10.00	10.00	-	-	-	10.00
Subtotal			56.00	53.00	(3.00)	-	1.00	54.00
<b>Clerk of the Board - Dept. 1300</b>								
1300	11A30	CLERK OF THE BOARD OF SUPERVISORS	1.00	1.00	-	-	-	1.00
1300	14C31	MANAGEMENT ANALYST III	-	-	-	-	-	-
1300	14G02	MANAGEMENT ANALYST I	1.00	1.00	-	-	-	1.00

**Fiscal Year 2020-21 Adopted Budget  
Countywide Position Summary Revised**

**Exhibit 1**

1300	80A32	SENIOR SECRETARY	-	-	-	-	-	-
1300	80E83	BOARD OF SUPERVISORS CLERK	3.00	3.00	-	-	-	3.00
Subtotal			5.00	5.00	-	-	-	5.00
<b>Elections - Dept. 1410</b>								
1410	11A20	#REF!	1.00	1.00	-	-	-	1.00
1410	12C14	#REF!	1.00	1.00	-	-	-	1.00
1410	14C30	#REF!	1.00	1.00	-	-	-	1.00
1410	14J21	#REF!	2.00	2.00	-	-	-	2.00
1410	14M80	#REF!	5.00	5.00	-	-	-	5.00
1410	16C87	#REF!	1.00	1.00	-	-	-	1.00
1410	43J09	#REF!	1.00	1.00	-	-	-	1.00
Subtotal			12.00	12.00	-	-	-	12.00
<b>Emergency Communications - Dept. 1520</b>								
1520	12C42	EMERGENCY COMMUNICATIONS OPERATIONS MANAGER	1.00	1.00	-	-	-	1.00
1520	14A26	DIRECTOR OF EMERGENCY COMMUNICATIONS	1.00	1.00	-	-	-	1.00
1520	14C31	MANAGEMENT ANALYST III	3.00	3.00	-	-	-	3.00
1520	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	-	-	-	1.00
1520	20B93	FINANCE MANAGER II	-	1.00	1.00	-	-	1.00
1520	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	-	-	-	1.00
1520	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
1520	80S01	COMMUNICATIONS DISPATCHER I	6.00	6.00	-	-	-	6.00
1520	80S21	COMMUNICATIONS DISPATCHER II	50.00	49.00	(1.00)	-	-	49.00
1520	80S22	EMERGENCY COMMUNICATIONS SHIFT SUPERVISOR	10.00	10.00	-	-	-	10.00
1520	80S26	EMERGENCY COMMUNICATIONS OPERATIONS SUPERVISOR	1.00	1.00	-	-	-	1.00
Subtotal			75.00	75.00	-	-	-	75.00
<b>Information Systems - Dept. 1930</b>								
1930	12E18	DIRECTOR OF INFORMATION TECHNOLOGY	1.00	1.00	-	-	-	1.00
1930	14B32	SENIOR PERSONNEL ANALYST	-	1.00	1.00	-	-	1.00
1930	14C30	MANAGEMENT ANALYST II	2.00	2.00	-	-	-	2.00
1930	14C31	MANAGEMENT ANALYST III	1.00	1.00	-	-	-	1.00
1930	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	-	1.00	1.00	-	-	1.00
1930	14K21	DIVISION MANAGER	3.00	3.00	-	-	-	3.00
1930	14K52	CHIEF SECURITY AND PRIVACY OFFICER	1.00	1.00	-	-	-	1.00
1930	16C23	INFORMATION TECHNOLOGY SUPERVISOR	1.00	1.00	-	-	-	1.00
1930	16C43	SOFTWARE PROGRAMMER ANALYST I	1.00	1.00	-	-	-	1.00
1930	16C44	SOFTWARE PROGRAMMER ANALYST II	4.00	6.00	2.00	(1.00)	-	5.00
1930	16C45	SOFTWARE PROGRAMMER ANALYST III	17.00	17.00	-	-	-	17.00
1930	16C54	SYSTEMS PROGRAMMER ANALYST II	5.00	6.00	1.00	-	-	6.00
1930	16C55	SYSTEMS PROGRAMMER ANALYST III	19.00	18.00	(1.00)	1.00	-	19.00
1930	16C86	BUSINESS TECHNOLOGY ANALYST I	1.00	1.00	-	-	-	1.00
1930	16C87	BUSINESS TECHNOLOGY ANALYST II	1.00	-	(1.00)	-	-	-
1930	16C89	INFORMATION TECHNOLOGY BUSINESS MANAGER	2.00	2.00	-	-	-	2.00
1930	16C92	ASSISTANT DIRECTOR OF INFORMATION TECHNOLOGY	1.00	1.00	-	-	-	1.00
1930	16D25	DATABASE ADMINISTRATOR III	2.00	1.00	(1.00)	-	-	1.00
1930	16E25	SECURITY ANALYST III	2.00	2.00	-	-	-	2.00
1930	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	-	-	-	1.00
1930	16G24	GIS ANALYST II	1.00	1.00	-	-	-	1.00
1930	16G25	GIS ANALYST III	2.00	2.00	-	-	-	2.00
1930	20B11	ACCOUNTANT II	1.00	1.00	-	-	-	1.00
1930	20B93	FINANCE MANAGER II	1.00	1.00	-	-	-	1.00
1930	41N24	NETWORK SYSTEMS ENGINEER II	2.00	3.00	1.00	1.00	-	4.00
1930	41N25	NETWORK SYSTEMS ENGINEER III	5.00	5.00	-	-	-	5.00
1930	43A21	ENGINEERING AIDE II	1.00	1.00	-	-	-	1.00
1930	43A22	ENGINEERING AIDE III	-	-	-	-	-	-
1930	43G01	INFORMATION TECHNOLOGY MANAGER	5.00	5.00	-	-	-	5.00
1930	43G03	IT PROJECT MANAGEMENT ANALYST II	2.00	2.00	-	-	-	2.00
1930	43G04	IT PROJECT MANAGEMENT ANALYST III	3.00	3.00	-	-	-	3.00
1930	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	-	-	-	1.00
1930	43L18	COMMUNICATIONS TECHNICIAN III	6.00	5.00	(1.00)	-	-	5.00
1930	43L28	TELECOMMUNICATIONS TECHNICIAN III	2.00	2.00	-	(1.00)	-	1.00
1930	43L35	TELECOMMUNICATIONS SPECIALIST III	1.00	1.00	-	-	-	1.00
1930	43L36	TELECOMMUNICATIONS SPECIALIST IV	1.00	-	(1.00)	-	-	-
1930	43M35	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN III	2.00	2.00	-	-	-	2.00
1930	70F80	SENIOR STOREKEEPER	1.00	1.00	-	-	-	1.00
1930	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
1930	80E21	OFFICE ASSISTANT II	-	-	-	-	-	-
1930	80E80	PRINCIPAL OFFICE ASSISTANT	2.00	2.00	-	-	-	2.00
1930	80J30	ACCOUNTING TECHNICIAN	3.00	3.00	-	-	-	3.00
Subtotal			108.00	109.00	1.00	-	-	109.00
<b>District Attorney - Dept. 2240</b>								
2240	10B04	DISTRICT ATTORNEY	1.00	1.00	-	-	-	1.00
2240	12A03	CHIEF ASSISTANT DISTRICT ATTORNEY	1.00	1.00	-	-	-	1.00
2240	12A04	ASSISTANT DISTRICT ATTORNEY	3.00	3.00	-	-	-	3.00
2240	14C30	MANAGEMENT ANALYST II	1.00	1.00	-	-	-	1.00
2240	14C75	ADMINISTRATIVE ASSISTANT TO DISTRICT ATTORNEY	1.00	1.00	-	-	-	1.00
2240	14C87	VICTIM/WITNESS ASSISTANCE PROGRAM MANAGER	1.00	1.00	-	-	-	1.00
2240	14G02	MANAGEMENT ANALYST I	-	-	-	-	-	-
2240	14K60	CHIEF DISTRICT ATTORNEY INVESTIGATOR	1.00	1.00	-	-	-	1.00
2240	20B10	ACCOUNTANT I	2.00	1.00	(1.00)	-	-	1.00
2240	20B11	ACCOUNTANT II	-	1.00	1.00	-	-	1.00
2240	20B12	ACCOUNTANT III	2.00	2.00	-	-	-	2.00
2240	20B93	FINANCE MANAGER II	1.00	1.00	-	-	-	1.00
2240	34A20	DISTRICT ATTORNEY INVESTIGATOR I	5.00	5.00	-	-	-	5.00
2240	34A22	DISTRICT ATTORNEY INVESTIGATOR III	23.00	21.00	(2.00)	-	-	21.00
2240	34A80	DISTRICT ATTORNEY INVESTIGATIVE CAPTAIN	3.00	2.00	(1.00)	-	-	2.00
2240	34G10	INVESTIGATIVE AIDE	5.00	6.00	1.00	-	-	6.00
2240	39C01	LEGAL ASSISTANT	4.00	4.00	-	-	-	4.00
2240	39D31	DEPUTY DISTRICT ATTORNEY IV	53.00	53.00	-	-	-	53.00
2240	39D32	MANAGING DEPUTY DISTRICT ATTORNEY	2.00	1.00	(1.00)	-	-	1.00
2240	43G05	DIGITAL FORENSIC INVESTIGATOR	1.00	1.00	-	-	-	1.00
2240	60K02	VICTIM ASSISTANCE ADVOCATE	9.00	10.00	1.00	-	-	10.00
2240	60K03	VICTIM/WITNESS ASSISTANCE PROGRAM COORDINATOR	1.00	1.00	-	-	-	1.00
2240	80B11	LEGAL TYPIST	7.00	7.00	-	-	-	7.00
2240	80B22	LEGAL SECRETARY	28.00	28.00	-	-	-	28.00
2240	80B24	SUPERVISING LEGAL SECRETARY	3.00	3.00	-	-	-	3.00
2240	80E21	OFFICE ASSISTANT II	-	-	-	-	-	-
Subtotal			158.00	156.00	(2.00)	-	-	156.00
<b>Child Support Services - Dept. 2250</b>								
2250	11A26	DIRECTOR OF CHILD SUPPORT SERVICES	1.00	1.00	-	-	-	1.00
2250	14B21	ASSOCIATE PERSONNEL ANALYST	-	-	-	-	-	-
2250	14C30	MANAGEMENT ANALYST II	1.00	1.00	-	-	-	1.00

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**Exhibit 1**

2250	14C31	MANAGEMENT ANALYST III	1.00	1.00	-	-	-	1.00
2250	14G02	MANAGEMENT ANALYST I	1.00	1.00	-	-	-	1.00
2250	14K62	DEPUTY DIRECTOR CHILD SUPPORT SERVICES	1.00	1.00	-	-	-	1.00
2250	16F40	DEPARTMENTAL INFORMATION SYSTEMS MANAGER I	-	-	-	-	-	-
2250	20B11	ACCOUNTANT II	1.00	1.00	-	-	-	1.00
2250	20B95	FINANCE MANAGER I	1.00	1.00	-	-	-	1.00
2250	25C18	CHILD SUPPORT ASSISTANT II	6.00	6.00	-	-	-	6.00
2250	25C23	CHILD SUPPORT OFFICER II	42.00	42.00	-	-	-	42.00
2250	25C24	CHILD SUPPORT OFFICER III	8.00	8.00	-	-	-	8.00
2250	25C81	SUPERVISING CHILD SUPPORT OFFICER	5.00	5.00	-	-	-	5.00
2250	25C82	CHILD SUPPORT PERFORMANCE SPECIALIST	1.00	1.00	-	-	-	1.00
2250	34G21	CIVIL PROCESS SERVER	2.00	2.00	-	-	-	2.00
2250	34G22	SENIOR CIVIL PROCESS SERVER	1.00	1.00	-	-	-	1.00
2250	39A47	CHIEF CHILD SUPPORT ATTORNEY	1.00	1.00	-	-	-	1.00
2250	39D36	CHILD SUPPORT ATTORNEY IV	3.00	3.00	-	-	-	3.00
2250	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	-	-	-	-	-	-
2250	70F21	COURIER	1.00	1.00	-	-	-	1.00
2250	80A33	ADMINISTRATIVE SECRETARY	1.00	-	(1.00)	-	-	-
2250	80B22	LEGAL SECRETARY	1.00	1.00	-	-	-	1.00
2250	80D23	LEGAL PROCESS CLERK	2.00	1.00	(1.00)	-	-	1.00
2250	80E21	OFFICE ASSISTANT II	2.00	2.00	-	-	-	2.00
2250	80E80	PRINCIPAL OFFICE ASSISTANT	1.00	1.00	-	-	-	1.00
2250	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	-	-	-	1.00
2250	80J21	ACCOUNT CLERK	3.00	3.00	-	-	-	3.00
2250	80J22	SENIOR ACCOUNT CLERK	2.00	2.00	-	-	-	2.00
2250	80J30	ACCOUNTING TECHNICIAN	4.00	4.00	-	-	-	4.00
<b>Subtotal</b>			<b>94.00</b>	<b>92.00</b>	<b>(2.00)</b>	<b>-</b>	<b>-</b>	<b>92.00</b>
<b>Public Defender - Dept. 2270</b>								
2270	11A18	PUBLIC DEFENDER	1.00	1.00	-	-	-	1.00
2270	12C11	ASSISTANT PUBLIC DEFENDER	1.00	1.00	-	-	-	1.00
2270	14G02	MANAGEMENT ANALYST I	2.00	2.00	-	-	-	2.00
2270	20B10	ACCOUNTANT I	1.00	1.00	-	-	-	1.00
2270	20B95	FINANCE MANAGER I	1.00	1.00	-	-	-	1.00
2270	34D40	PUBLIC DEFENDER INVESTIGATOR III	6.00	6.00	-	-	-	6.00
2270	34D78	CHIEF PUBLIC DEFENDER INVESTIGATOR	1.00	1.00	-	-	-	1.00
2270	39P31	DEPUTY PUBLIC DEFENDER IV	25.00	26.00	1.00	-	-	26.00
2270	39P35	CHIEF DEPUTY PUBLIC DEFENDER	4.00	4.00	-	-	-	4.00
2270	60C22	SOCIAL WORKER III	1.00	-	(1.00)	-	-	-
2270	60B21	PSYCHIATRIC SOCIAL WORKER II	-	1.00	1.00	-	-	1.00
2270	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
2270	80B22	LEGAL SECRETARY	9.00	9.00	-	-	-	9.00
2270	80B23	SENIOR LEGAL SECRETARY	1.00	1.00	-	-	-	1.00
2270	80B24	SUPERVISING LEGAL SECRETARY	1.00	1.00	-	-	-	1.00
2270	80E21	OFFICE ASSISTANT II	1.00	1.00	-	-	-	1.00
2270	80J21	ACCOUNT CLERK	0.50	0.50	-	-	-	0.50
<b>Subtotal</b>			<b>56.50</b>	<b>57.50</b>	<b>1.00</b>	<b>-</b>	<b>-</b>	<b>57.50</b>
<b>Sheriff-Coroner - Dept. 2300</b>								
2300	10B05	SHERIFF	1.00	1.00	-	-	-	1.00
2300	12A10	CHIEF DEPUTY SHERIFF	3.00	3.00	-	-	-	3.00
2300	12A13	UNDERSHERIFF	1.00	1.00	-	-	-	1.00
2300	14C30	MANAGEMENT ANALYST II	1.00	1.00	-	-	-	1.00
2300	14C31	MANAGEMENT ANALYST III	2.00	2.00	-	-	-	2.00
2300	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	-	-	-	1.00
2300	14G02	MANAGEMENT ANALYST I	1.00	1.00	-	-	-	1.00
2300	14H33	CRIMINAL INTELLIGENCE SPECIALIST	2.00	2.00	-	-	-	2.00
2300	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	-	-	-	1.00
2300	20B11	ACCOUNTANT II	-	1.00	1.00	-	-	1.00
2300	20B12	ACCOUNTANT III	1.00	1.00	-	-	-	1.00
2300	20B93	FINANCE MANAGER II	1.00	1.00	-	-	-	1.00
2300	34E22	FORENSIC EVIDENCE TECHNICIAN	2.00	2.00	-	-	-	2.00
2300	34E30	SUPERVISING FORENSIC EVIDENCE TECHNICIAN	1.00	1.00	-	-	-	1.00
2300	34G21	CIVIL PROCESS SERVER	1.00	1.00	-	-	-	1.00
2300	34P31	VEHICLE ABATEMENT ENFORCEMENT OFFICER	2.00	2.00	-	-	-	2.00
2300	36A22	DEPUTY SHERIFF-OPERATIONS	122.00	112.00	(10.00)	-	-	112.00
2300	36A23	SHERIFFS SERGEANT	37.00	37.00	-	-	-	37.00
2300	36A24	SHERIFFS INVESTIGATIVE SERGEANT	4.00	3.00	(1.00)	-	-	3.00
2300	36A81	SHERIFFS CAPTAIN	1.00	1.00	-	-	-	1.00
2300	36A82	SHERIFFS COMMANDER	10.00	9.00	(1.00)	-	-	9.00
2300	36E21	DEPUTY SHERIFF-CORRECTIONS	145.00	157.00	12.00	-	-	157.00
2300	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	3.00	3.00	-	-	-	3.00
2300	43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	-	-	-	1.00
2300	50S01	FORENSIC AUTOPSY TECHNICIAN	1.00	1.00	-	-	-	1.00
2300	60G32	WORK FURLOUGH PROGRAM ASSISTANT	4.00	-	(4.00)	-	-	-
2300	60G54	SHERIFF'S WORK ALTERNATIVE SPECIALIST	-	4.00	4.00	-	-	4.00
2300	60S21	CRIME PREVENTION SPECIALIST	1.00	1.00	-	-	-	1.00
2300	70F80	SENIOR STOREKEEPER	1.00	1.00	-	-	-	1.00
2300	70K92	SHERIFFS CORRECTIONAL COOK II	6.00	5.00	(1.00)	-	-	5.00
2300	70N10	INMATE SERVICES SPECIALIST	5.00	5.00	-	-	-	5.00
2300	72A40	SENIOR INMATE SERVICES SPECIALIST	1.00	1.00	-	-	-	1.00
2300	72C25	VEHICLE MAINTENANCE COORDINATOR	1.00	1.00	-	-	-	1.00
2300	80A32	SENIOR SECRETARY	1.00	1.00	-	-	-	1.00
2300	80A34	SENIOR SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
2300	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
2300	80E22	OFFICE ASSISTANT III	3.00	3.00	-	-	-	3.00
2300	80H25	MEDICAL TRANSCRIPTIONIST II	1.00	1.00	-	-	-	1.00
2300	80I01	SENIOR CIVIL CLERK	1.00	1.00	-	-	-	1.00
2300	80I06	SHERIFFS PROPERTY TECHNICIAN	2.00	2.00	-	-	-	2.00
2300	80I07	CORRECTIONS SPECIALIST	12.00	9.00	(3.00)	-	2.00	11.00
2300	80I08	SENIOR CORRECTIONS SPECIALIST	3.00	3.00	-	-	-	3.00
2300	80I10	CUSTODY AND CONTROL SPECIALIST	47.00	47.00	-	-	-	47.00
2300	80I15	SHERIFFS RECORDS SPECIALIST I	2.00	2.00	-	-	-	2.00
2300	80I16	SHERIFFS RECORDS SPECIALIST II	16.00	18.00	2.00	-	-	18.00
2300	80I17	SENIOR SHERIFFS RECORDS SPECIALIST	4.00	5.00	1.00	-	-	5.00
2300	80I20	SHERIFFS RECORDS SUPERVISOR	4.00	4.00	-	-	-	4.00
2300	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	-	-	-	1.00
2300	80J21	ACCOUNT CLERK	1.00	1.00	-	-	-	1.00
2300	80J22	SENIOR ACCOUNT CLERK	1.00	3.00	2.00	-	-	3.00
2300	80J30	ACCOUNTING TECHNICIAN	4.00	4.00	-	-	-	4.00
<b>Subtotal</b>			<b>469.00</b>	<b>471.00</b>	<b>2.00</b>	<b>-</b>	<b>2.00</b>	<b>473.00</b>
<b>Probation - Dept. 2550</b>								
2550	11A06	CHIEF PROBATION OFFICER	1.00	1.00	-	-	-	1.00

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**Exhibit 1**

2550	12C35	ASSISTANT CHIEF PROBATION OFFICER	1.00	1.00	-	-	-	1.00
2550	14C30	MANAGEMENT ANALYST II	3.00	3.00	-	-	-	3.00
2550	14C31	MANAGEMENT ANALYST III	2.00	2.00	-	-	-	2.00
2550	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
2550	16C87	BUSINESS TECHNOLOGY ANALYST II	1.00	2.00	1.00	-	-	2.00
2550	16F40	DEPARTMENTAL INFORMATION SYSTEMS MANAGER I	1.00	-	(1.00)	-	-	-
2550	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	-	1.00	1.00	-	-	1.00
2550	20B10	ACCOUNTANT I	2.00	2.00	-	-	-	2.00
2550	20B11	ACCOUNTANT II	1.00	1.00	-	-	-	1.00
2550	20B12	ACCOUNTANT III	1.00	1.00	-	-	-	1.00
2550	20B93	FINANCE MANAGER II	1.00	1.00	-	-	-	1.00
2550	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	-	-	-	1.00
2550	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	2.00	1.00	(1.00)	-	-	1.00
2550	60F02	PROBATION AIDE	15.50	15.50	-	-	-	15.50
2550	60F22	DEPUTY PROBATION OFFICER II	72.00	72.00	-	-	-	72.00
2550	60F23	DEPUTY PROBATION OFFICER III	24.00	24.00	-	-	-	24.00
2550	60F84	PROBATION SERVICES MANAGER	14.00	14.00	-	-	-	14.00
2550	60F85	PROBATION DIVISION MANAGER	4.00	4.00	-	-	-	4.00
2550	60F87	JUVENILE INSTITUTIONS SUPERVISOR	9.00	9.00	-	-	-	9.00
2550	60F89	JUVENILE INSTITUTIONS OFFICER II	73.00	73.00	-	-	-	73.00
2550	60F90	SENIOR JUVENILE INSTITUTIONS OFFICER	13.00	13.00	-	-	-	13.00
2550	60I02	PROGRAM MANAGER II	1.00	1.00	-	-	-	1.00
2550	60K02	VICTIM ASSISTANCE ADVOCATE	2.00	2.00	-	-	-	2.00
2550	70K25	SENIOR COOK	4.50	4.50	-	-	-	4.50
2550	70K80	HEAD COOK	1.00	1.00	-	-	-	1.00
2550	70K83	FOOD ADMINISTRATOR-PROBATION	1.00	1.00	-	-	-	1.00
2550	70L01	LAUNDRY WORKER I	1.00	1.00	-	-	-	1.00
2550	72A23	BUILDING MAINTENANCE WORKER	1.00	-	(1.00)	-	-	-
2550	72A29	SENIOR BUILDING MAINTENANCE WORKER	-	1.00	1.00	-	-	1.00
2550	80A30	SECRETARIAL ASSISTANT	2.00	2.00	-	(1.00)	-	1.00
2550	80A32	SENIOR SECRETARY	1.00	1.00	-	-	-	1.00
2550	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
2550	80E21	OFFICE ASSISTANT II	14.00	14.00	-	-	-	14.00
2550	80E22	OFFICE ASSISTANT III	6.00	6.00	-	1.00	-	7.00
2550	80E82	SUPERVISING OFFICE ASSISTANT II	2.00	2.00	-	-	-	2.00
2550	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	-	-	-	1.00
2550	80J30	ACCOUNTING TECHNICIAN	4.00	4.00	-	-	-	4.00
2550	80W21	WORD PROCESSOR	3.00	3.00	-	-	-	3.00
Subtotal			288.00	288.00	-	-	-	288.00
<b>Agricultural Commissioner - Dept. 2810</b>								
2810	11A02	AGRICULTURAL COMMISSIONER	1.00	1.00	-	-	-	1.00
2810	12C01	ASSISTANT AGRICULTURAL COMMISSIONER	1.00	1.00	-	-	-	1.00
2810	14B32	SENIOR PERSONNEL ANALYST	1.00	1.00	-	-	-	1.00
2810	14C31	MANAGEMENT ANALYST III	1.50	1.00	(0.50)	-	-	1.00
2810	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
2810	16G25	GIS ANALYST III	1.00	1.00	-	-	-	1.00
2810	20B10	ACCOUNTANT I	1.00	1.00	-	-	-	1.00
2810	20B95	FINANCE MANAGER I	1.00	1.00	-	-	-	1.00
2810	30G22	WEIGHTS/MEASURES INSPECTOR III	5.50	5.50	-	-	-	5.50
2810	30M21	PRODUCE INSPECTOR I	0.75	-	(0.75)	-	-	-
2810	30M22	PRODUCE INSPECTOR II	2.25	-	(2.25)	-	-	-
2810	30N05	AGRICULTURAL ASSISTANT II	15.50	11.00	(4.50)	-	-	11.00
2810	30N22	AGRICULTURAL INSPECTOR/BIOLOGIST III	31.00	31.00	-	-	-	31.00
2810	30N50	AGRICULTURAL PROGRAMS BIOLOGIST	1.00	1.00	-	-	-	1.00
2810	30N80	DEPUTY AGRICULTURAL COMMISSIONER	8.00	8.00	-	-	-	8.00
2810	30N81	CHIEF DEPUTY AGRICULTURAL COMMISSIONER	3.00	3.00	-	-	-	3.00
2810	43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	-	-	-	1.00
2810	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
2810	80E22	OFFICE ASSISTANT III	2.50	2.00	(0.50)	-	-	2.00
2810	80G21	DATA ENTRY OPERATOR II	1.00	1.00	-	-	-	1.00
2810	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	-	-	-	1.00
2810	80J30	ACCOUNTING TECHNICIAN	1.00	1.00	-	-	-	1.00
Subtotal			83.00	74.50	(8.50)	-	-	74.50
<b>Resource Management Agency - Dept. 3000</b>								
3000	11A23	DEPUTY DIRECTOR OF LAND USE AND COMMUNITY DEVELOPMENT	1.00	1.00	-	-	-	1.00
3000	11A24	DEPUTY DIRECTOR OF PUBLIC WORKS AND FACILITIES	1.00	1.00	-	-	-	1.00
3000	11A27	RESOURCE MANAGEMENT AGENCY DIRECTOR	1.00	1.00	-	-	-	1.00
3000	11A32	DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES	1.00	1.00	-	-	-	1.00
3000	14A10	PROJECT MANAGER I	2.00	1.00	(1.00)	-	-	1.00
3000	14A11	PROJECT MANAGER II	5.00	5.00	-	-	-	5.00
3000	14A12	PROJECT MANAGER III	4.00	4.00	-	-	-	4.00
3000	14B21	ASSOCIATE PERSONNEL ANALYST	2.00	2.00	-	-	-	2.00
3000	14C30	MANAGEMENT ANALYST II	10.00	12.00	2.00	-	-	12.00
3000	14C31	MANAGEMENT ANALYST III	4.00	4.00	-	-	-	4.00
3000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	-	-	-	1.00
3000	14C74	REAL PROPERTY SPECIALIST	2.00	1.00	(1.00)	-	-	1.00
3000	14G02	MANAGEMENT ANALYST I	1.00	1.00	-	-	-	1.00
3000	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
3000	14K50	CHIEF OF PLANNING	1.00	1.00	-	-	-	1.00
3000	14K51	RMA SERVICES MANAGER	5.00	5.00	-	-	-	5.00
3000	14K63	CHIEF OF FACILITIES	-	1.00	1.00	-	-	1.00
3000	14K70	CHIEF OF PARKS	1.00	1.00	-	-	-	1.00
3000	14N05	ADMINISTRATIVE OPERATIONS MANAGER	1.00	2.00	1.00	-	-	2.00
3000	16C86	BUSINESS TECHNOLOGY ANALYST I	-	-	-	-	-	-
3000	16C87	BUSINESS TECHNOLOGY ANALYST II	-	-	-	-	-	-
3000	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	-	-	-	-	-	-
3000	16G24	GIS ANALYST II	-	-	-	-	-	-
3000	20B10	ACCOUNTANT I	1.00	1.00	-	-	-	1.00
3000	20B11	ACCOUNTANT II	2.00	2.00	-	-	-	2.00
3000	20B12	ACCOUNTANT III	1.00	1.00	-	-	-	1.00
3000	20B93	FINANCE MANAGER II	1.00	1.00	-	-	-	1.00
3000	20B95	FINANCE MANAGER I	2.00	3.00	1.00	-	-	3.00
3000	30D21	BUILDING INSPECTOR II	6.00	6.00	-	-	-	6.00
3000	30D22	SENIOR BUILDING INSPECTOR	1.00	1.00	-	-	-	1.00
3000	30D25	CHIEF OF BUILDING SERVICES	1.00	1.00	-	-	-	1.00
3000	30D31	CHIEF OF PUBLIC WORKS	2.00	1.00	(1.00)	-	-	1.00
3000	34P26	CODE COMPLIANCE INSPECTOR II	5.00	6.00	1.00	-	-	6.00
3000	34P27	SENIOR CODE COMPLIANCE INSPECTOR	1.00	1.00	-	-	-	1.00
3000	34X21	GUARD	2.00	2.00	-	-	-	2.00
3000	41A10	ASSISTANT ENGINEER	8.00	10.00	2.00	-	-	10.00
3000	41A20	CIVIL ENGINEER	4.00	4.00	-	-	-	4.00

**Fiscal Year 2020-21 Adopted Budget  
Countywide Position Summary Revised**

**Exhibit 1**

3000	41A22	SENIOR CIVIL ENGINEER	3.00	4.00	1.00	-	-	4.00
3000	41A87	CHIEF OF SURVEYS	1.00	1.00	-	-	-	1.00
3000	41B21	BUILDING PLANS EXAMINER	4.00	4.00	-	-	-	4.00
3000	41B22	SENIOR BUILDING PLANS EXAMINER	1.00	-	(1.00)	-	-	-
3000	41C02	WATER RESOURCES HYDROLOGIST	3.00	3.00	-	-	-	3.00
3000	41C17	SENIOR WATER RESOURCES HYDROLOGIST	1.00	1.00	-	-	-	1.00
3000	41F11	ASSOCIATE PLANNER	10.00	10.00	-	-	-	10.00
3000	41F22	SENIOR PLANNER	4.00	4.00	-	-	-	4.00
3000	41F23	SUPERVISING PLANNER	2.00	2.00	-	-	-	2.00
3000	41F85	PARKS PLANNING MANAGER	1.00	1.00	-	-	-	1.00
3000	43A22	ENGINEERING AIDE III	2.00	2.00	-	-	-	2.00
3000	43A23	ENGINEERING TECHNICIAN	5.00	4.00	(1.00)	-	-	4.00
3000	43B03	WATER RESOURCES TECHNICIAN	2.00	2.00	-	-	-	2.00
3000	43C10	PERMIT TECHNICIAN I	3.00	3.00	-	-	-	3.00
3000	43C11	PERMIT TECHNICIAN II	5.00	5.00	-	-	-	5.00
3000	43C12	PERMIT TECHNICIAN III	1.00	1.00	-	-	-	1.00
3000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	-	-	-	-	-	-
3000	65C10	PARKS MUSEUM ASSISTANT	1.00	1.00	-	-	-	1.00
3000	68A41	COUNTY PARK RANGER II	2.00	2.00	-	-	-	2.00
3000	68A42	COUNTY PARK RANGER III	2.00	2.00	-	-	-	2.00
3000	68A43	COUNTY PARK RANGER SUPERVISOR	1.00	1.00	-	-	-	1.00
3000	68E01	COUNTY PARK RANGER MANAGER	-	-	-	-	-	-
3000	70C20	SENIOR GROUNDSKEEPER	1.00	1.00	-	-	-	1.00
3000	70C21	GROUNDSKEEPER	4.00	4.00	-	-	-	4.00
3000	70C80	GROUNDS SUPERVISOR	1.00	1.00	-	-	-	1.00
3000	70F21	COURIER	-	-	-	-	-	-
3000	70N01	OFFICE MAINTENANCE WORKER	2.00	2.00	-	-	-	2.00
3000	72A23	BUILDING MAINTENANCE WORKER	11.00	11.00	-	-	-	11.00
3000	72A29	SENIOR BUILDING MAINTENANCE WORKER	2.00	2.00	-	-	-	2.00
3000	72A81	BUILDING MAINTENANCE SUPERVISOR	3.00	3.00	-	-	-	3.00
3000	72B31	PARKS BUILDING & GROUNDS WORKER II	9.00	9.00	-	-	-	9.00
3000	72B32	PARKS BUILDING & GROUNDS WORKER SUPERVISOR	3.00	3.00	-	-	-	3.00
3000	72B40	PARKS UTILITIES & WATER SYSTEMS SPECIALIST	3.00	3.00	-	-	-	3.00
3000	72B41	SENIOR PARKS UTILITIES & WATER SYSTEMS SPECIALIST	1.00	1.00	-	-	-	1.00
3000	74D12	ROAD MAINTENANCE WORKER	19.00	19.00	-	-	-	19.00
3000	74D13	SENIOR ROAD MAINTENANCE WORKER	8.00	8.00	-	-	-	8.00
3000	74D81	ASSISTANT ROAD SUPERINTENDENT	4.00	4.00	-	-	-	4.00
3000	74D83	ROAD SUPERINTENDENT	4.00	4.00	-	-	-	4.00
3000	74D84	ROAD MAINTENANCE SUPERINTENDENT	1.00	1.00	-	-	-	1.00
3000	74D85	MAINTENANCE MANAGER	2.00	2.00	-	-	-	2.00
3000	74E11	BRIDGE MAINTENANCE WORKER	4.00	4.00	-	-	-	4.00
3000	74E31	SENIOR BRIDGE MAINTENANCE WORKER	1.00	1.00	-	-	-	1.00
3000	74E80	ASSISTANT BRIDGE SUPERINTENDENT	1.00	1.00	-	-	-	1.00
3000	74E81	BRIDGE SUPERINTENDENT	1.00	1.00	-	-	-	1.00
3000	74G21	TREE TRIMMER	2.00	2.00	-	-	-	2.00
3000	74G22	SENIOR TREE TRIMMER	1.00	1.00	-	-	-	1.00
3000	74H24	SANITATION WORKER	-	-	-	-	-	-
3000	74I11	TRAFFIC MAINTENANCE WORKER	4.00	4.00	-	-	-	4.00
3000	74I25	TRAFFIC MAINTENANCE SUPERINTENDENT	1.00	1.00	-	-	-	1.00
3000	74K50	SAFETY COORDINATOR/INVESTIGATOR	-	-	-	-	-	-
3000	80A31	SECRETARY	6.00	6.00	-	-	-	6.00
3000	80A32	SENIOR SECRETARY	3.00	3.00	-	-	-	3.00
3000	80A33	ADMINISTRATIVE SECRETARY	3.00	3.00	-	-	-	3.00
3000	80E01	OFFICE ASSISTANT I	2.00	2.00	-	-	-	2.00
3000	80E21	OFFICE ASSISTANT II	17.00	13.00	(4.00)	-	-	13.00
3000	80E22	OFFICE ASSISTANT III	1.00	3.00	2.00	-	-	3.00
3000	80E80	PRINCIPAL OFFICE ASSISTANT	1.00	1.00	-	-	-	1.00
3000	80E81	SUPERVISING OFFICE ASSISTANT I	-	1.00	1.00	-	-	1.00
3000	80E82	SUPERVISING OFFICE ASSISTANT II	1.00	-	(1.00)	-	-	-
3000	80E90	MAINTENANCE YARD CLERK	4.00	4.00	-	-	-	4.00
3000	80E91	MAINTENANCE INVENTORY & YARD CLERK	1.00	1.00	-	-	-	1.00
3000	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	-	-	-	1.00
3000	80J21	ACCOUNT CLERK	-	1.00	1.00	-	-	1.00
3000	80J22	SENIOR ACCOUNT CLERK	5.00	7.00	2.00	-	-	7.00
3000	80J30	ACCOUNTING TECHNICIAN	4.00	5.00	1.00	-	-	5.00
3000	80O22	MAILROOM CLERK	-	-	-	-	-	-
3000	80O23	SENIOR MAILROOM CLERK	-	-	-	-	-	-
Subtotal			277.00	283.00	6.00	-	-	283.00
<b>Health - Dept. 4000</b>								
4000	11A09	DIRECTOR HEALTH SERVICES	1.00	1.00	-	-	-	1.00
4000	12E04	BUREAU CHIEF	6.00	6.00	-	-	-	6.00
4000	14A10	PROJECT MANAGER I	-	1.00	1.00	-	-	1.00
4000	14B21	ASSOCIATE PERSONNEL ANALYST	4.00	4.00	-	-	-	4.00
4000	14B32	SENIOR PERSONNEL ANALYST	1.00	2.00	1.00	-	-	2.00
4000	14B66	DEPARTMENTAL HR MANAGER	1.00	1.00	-	-	-	1.00
4000	14C30	MANAGEMENT ANALYST II	12.50	13.50	1.00	-	-	13.50
4000	14C31	MANAGEMENT ANALYST III	13.00	13.00	-	-	-	13.00
4000	14C48	PUBLIC HEALTH PROGRAM MANAGER II	3.00	3.00	-	-	-	3.00
4000	14C70	ADMINISTRATIVE SERVICES ASSISTANT	1.00	1.00	-	-	-	1.00
4000	14C80	PUBLIC HEALTH PROGRAM MANAGER I	2.00	2.00	-	-	-	2.00
4000	14G02	MANAGEMENT ANALYST I	5.00	5.00	-	-	-	5.00
4000	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	4.00	5.00	1.00	-	-	5.00
4000	14H24	EDUCATOR AND VOLUNTEER COORDINATOR	1.00	1.00	-	-	-	1.00
4000	14H66	OUTPATIENT SERVICES DIRECTOR	1.00	1.00	-	-	-	1.00
4000	14K32	BEHAVIORAL HEALTH SERVICES MANAGER I	2.00	1.00	(1.00)	-	-	1.00
4000	14K41	BEHAVIORAL HEALTH SERVICES MANAGER II	14.00	15.00	1.00	-	-	15.00
4000	14K44	ASSISTANT BUREAU CHIEF	3.00	3.00	-	-	-	3.00
4000	14K61	ENVIRONMENTAL HEALTH PROGRAM MANAGER	1.00	1.00	-	-	-	1.00
4000	14N06	OPERATIONS MANAGER	2.00	2.00	-	-	-	2.00
4000	14N10	OUTPATIENT SERVICES MANAGER I	4.00	4.00	-	-	-	4.00
4000	14N11	OUTPATIENT SERVICES MANAGER II	4.00	4.00	-	-	-	4.00
4000	16C87	BUSINESS TECHNOLOGY ANALYST II	1.00	1.00	-	-	-	1.00
4000	16C88	BUSINESS TECHNOLOGY ANALYST III	2.00	2.00	-	-	-	2.00
4000	16C93	BUSINESS TECHNOLOGY ANALYST IV	2.00	2.00	-	-	-	2.00
4000	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	-	-	-	1.00
4000	20B10	ACCOUNTANT I	3.00	2.00	(1.00)	-	-	2.00
4000	20B11	ACCOUNTANT II	7.00	7.00	-	-	-	7.00
4000	20B12	ACCOUNTANT III	4.00	6.00	2.00	-	-	6.00
4000	20B93	FINANCE MANAGER II	2.00	3.00	1.00	-	-	3.00
4000	20B94	FINANCE MANAGER III	1.00	1.00	-	-	-	1.00
4000	20B95	FINANCE MANAGER I	3.00	3.00	-	-	-	3.00

4000	25G21	CA CHILDRENS SERVICES CASE WORKER II	3.00	3.00	-	-	-	3.00
4000	30J01	ENVIRONMENTAL HEALTH TECHNICIAN	1.00	1.00	-	-	-	1.00
4000	30J21	ENVIRONMENTAL HEALTH SPECIALIST II	24.00	24.00	-	-	-	24.00
4000	30J31	ENVIRONMENTAL HEALTH SPECIALIST III	16.00	16.00	-	-	-	16.00
4000	30J81	RECYCLING/RESOURCE RECOVERY SPECIALIST	2.00	2.00	-	-	-	2.00
4000	30J84	ENVIRONMENTAL HEALTH SPECIALIST IV	9.00	9.00	-	-	-	9.00
4000	34C01	ANIMAL CONTROL OFFICER	3.00	3.00	-	-	-	3.00
4000	34C02	SENIOR ANIMAL CONTROL OFFICER	1.00	1.00	-	-	-	1.00
4000	34C11	ANIMAL SERVICES SUPERVISOR	2.00	2.00	-	-	-	2.00
4000	34H24	DEPUTY PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR I	2.00	2.00	-	-	-	2.00
4000	34H34	DEPUTY PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR II	4.00	4.00	-	-	-	4.00
4000	43B02	WATER QUALITY SPECIALIST	1.00	1.00	-	-	-	1.00
4000	43J04	DEPARTMENTAL INFORMATION SYSTEMS SPECIALIST	9.00	9.00	-	-	-	9.00
4000	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	6.00	6.00	-	-	-	6.00
4000	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	2.00	2.00	-	-	-	2.00
4000	43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	1.00	1.00	-	-	-	1.00
4000	50B12	EMERGENCY MEDICAL SERVICES ANALYST	4.00	4.00	-	-	-	4.00
4000	50C22	PUBLIC HEALTH MICROBIOLOGIST II	2.00	3.00	1.00	-	-	3.00
4000	50C23	SENIOR PUBLIC HEALTH MICROBIOLOGIST	1.00	1.00	-	-	-	1.00
4000	50C70	ASSISTANT DIRECTOR - PUBLIC HEALTH LABORATORY	1.00	1.00	-	-	-	1.00
4000	50C80	DIRECTOR PUBLIC HEALTH LABORATORY	1.00	1.00	-	-	-	1.00
4000	50C81	PUBLIC HEALTH CHEMIST	1.00	1.00	-	-	-	1.00
4000	50E21	LABORATORY HELPER	-	-	-	-	-	-
4000	50E23	LABORATORY ASSISTANT	3.00	3.00	-	-	-	3.00
4000	50F20	OCCUPATIONAL THERAPIST	1.00	1.00	-	-	-	1.00
4000	50F23	OCCUPATIONAL THERAPIST-PHYSICALLY HANDICAPPED CHILD	3.40	3.40	-	-	-	3.40
4000	50G23	PHYSICAL THERAPIST-PHYSICALLY HANDICAPPED CHILDREN	3.65	3.65	-	-	-	3.65
4000	50G25	SENIOR THERAPIST-PHYSICALLY HANDICAPPED CHILDREN	0.80	0.80	-	-	-	0.80
4000	50G31	SUPERVISING THERAPIST-MED THER PROG	1.00	1.00	-	-	-	1.00
4000	50J01	CHRONIC DISEASE PREVENTION SPECIALIST I	24.00	24.00	-	-	-	24.00
4000	50J11	CHRONIC DISEASE PREVENTION SPECIALIST II	10.00	10.00	-	-	-	10.00
4000	50J21	CHRONIC DISEASE PREVENTION COORDINATOR	9.00	10.00	1.00	1.00	-	11.00
4000	50K18	HEALTH PROGRAM COORDINATOR	6.00	6.00	-	-	-	6.00
4000	50K19	HEALTH EDUCATION ASSISTANT	5.00	7.00	2.00	-	-	7.00
4000	50K22	HEALTH EDUCATOR	1.00	1.00	-	-	-	1.00
4000	50K23	SENIOR HEALTH EDUCATOR	2.00	2.00	-	(1.00)	-	1.00
4000	50L22	PUBLIC HEALTH NUTRITIONIST II	3.00	3.00	-	-	-	3.00
4000	50L80	SUPERVISING PUBLIC HEALTH NUTRITIONIST	3.00	3.00	-	-	-	3.00
4000	50M21	REGISTERED VETERINARY TECHNICIAN	1.00	1.00	-	-	-	1.00
4000	50M80	VETERINARIAN	1.00	1.00	-	-	-	1.00
4000	50N11	PUBLIC HEALTH EPIDEMIOLOGIST II	4.00	5.00	1.00	-	-	5.00
4000	50T01	MEDICAL RECORD TECHNICIAN I	1.00	1.00	-	-	-	1.00
4000	50U16	BEHAVIORAL HEALTH AIDE	21.03	20.03	(1.00)	-	-	20.03
4000	50U42	MEDICAL ASSISTANT	167.00	165.00	(2.00)	-	-	165.00
4000	52A21	CLINIC NURSE	1.00	1.00	-	-	-	1.00
4000	52A22	SENIOR CLINIC NURSE	13.00	9.00	(4.00)	-	-	9.00
4000	52A94	PSYCHIATRIC NURSE PRACTITIONER	-	3.00	3.00	-	-	3.00
4000	52A97	CLINIC NURSE PRACTITIONER	11.00	9.00	(2.00)	-	-	9.00
4000	52A98	HOSPITAL NURSE PRACTITIONER	4.00	-	(4.00)	-	-	-
4000	52E01	PUBLIC HEALTH LICENSED VOCATIONAL NURSE	7.00	10.00	3.00	-	-	10.00
4000	52E20	DIRECTOR OF PUBLIC HEALTH NURSING	1.00	1.00	-	-	-	1.00
4000	52E22	PUBLIC HEALTH NURSE II	21.75	22.75	1.00	-	-	22.75
4000	52E23	PUBLIC HEALTH NURSE III	3.00	3.00	-	-	-	3.00
4000	52E80	SUPERVISING PUBLIC HEALTH NURSE	5.75	6.75	1.00	-	-	6.75
4000	54B04	GENERAL INTERNIST	2.00	2.00	-	-	-	2.00
4000	54B12	CONTRACT PHYSICIAN	47.80	44.80	(3.20)	-	-	44.80
4000	54B13	CLINIC SERVICES MEDICAL DIRECTOR	1.00	1.00	-	-	-	1.00
4000	54B90	CLINIC PHYSICIAN II	5.00	5.00	-	-	-	5.00
4000	54C02	HEALTH OFFICER	-	-	-	-	-	-
4000	54C03	CLINIC PHYSICIAN ASSISTANT	11.00	9.00	(2.00)	-	-	9.00
4000	54C05	PSYCHIATRIC PHYSICIAN ASSISTANT	-	2.00	2.00	-	-	2.00
4000	60A21	CLINICAL PSYCHOLOGIST	14.50	14.50	-	-	-	14.50
4000	60B21	PSYCHIATRIC SOCIAL WORKER II	213.00	213.00	-	-	-	213.00
4000	60B23	BEHAVIORAL HEALTH UNIT SUPERVISOR	31.00	31.00	-	-	-	31.00
4000	60B25	SENIOR PSYCHIATRIC SOCIAL WORKER	22.00	22.00	-	-	-	22.00
4000	60C22	SOCIAL WORKER III	41.00	41.00	-	-	-	41.00
4000	60I10	DEPUTY DIRECTOR BEHAVIORAL HEALTH	3.00	3.00	-	-	-	3.00
4000	60L01	PATIENT RIGHTS ADVOCATE	1.00	1.00	-	-	-	1.00
4000	60P21	COMMUNITY SERVICE AIDE II	4.00	2.00	(2.00)	-	-	2.00
4000	60P22	COMMUNITY SERVICE AIDE III	5.00	5.00	-	-	-	5.00
4000	60P23	COMMUNITY SERVICE AIDE IV	2.00	3.00	1.00	-	-	3.00
4000	60V11	BEHAVIORAL HEALTH GROUP COUNSELOR II	2.00	2.00	-	-	-	2.00
4000	70B01	ANIMAL CARE TECHNICIAN I	0.50	-	(0.50)	-	-	-
4000	70B03	ANIMAL CARE TECHNICIAN II	4.50	6.00	1.50	-	-	6.00
4000	70B04	SENIOR ANIMAL CARE TECHNICIAN	1.00	1.00	-	-	-	1.00
4000	72A23	BUILDING MAINTENANCE WORKER	1.00	1.00	-	-	-	1.00
4000	80A31	SECRETARY	1.00	1.00	-	-	-	1.00
4000	80A32	SENIOR SECRETARY	4.00	4.00	-	-	-	4.00
4000	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
4000	80E01	OFFICE ASSISTANT I	1.00	1.00	-	-	-	1.00
4000	80E21	OFFICE ASSISTANT II	7.00	8.00	1.00	-	1.00	9.00
4000	80E22	OFFICE ASSISTANT III	18.00	18.00	-	-	1.00	19.00
4000	80E80	PRINCIPAL OFFICE ASSISTANT	5.00	4.00	(1.00)	-	-	4.00
4000	80E82	SUPERVISING OFFICE ASSISTANT II	1.00	1.00	-	-	-	1.00
4000	80E93	SUPERVISING VITAL RECORDS SPECIALIST	1.00	1.00	-	-	-	1.00
4000	80J22	SENIOR ACCOUNT CLERK	6.00	6.00	-	-	-	6.00
4000	80J30	ACCOUNTING TECHNICIAN	6.00	6.00	-	-	-	6.00
4000	80K20	CLINIC OFFICE SUPERVISOR	2.00	2.00	-	-	-	2.00
4000	80K25	CLINIC OPERATIONS SUPERVISOR	7.00	7.00	-	-	-	7.00
4000	80L02	PATIENT SERVICES REPRESENTATIVE II	59.00	69.00	10.00	-	-	69.00
4000	80L03	SENIOR PATIENT SERVICES REPRESENTATIVE	1.00	1.00	-	-	-	1.00
4000	80L04	SUPERVISING PATIENT SERVICES REPRESENTATIVE	3.00	3.00	-	-	-	3.00
4000	80M02	PATIENT ACCOUNT REPRESENTATIVE II	18.00	18.00	-	-	-	18.00
4000	80M04	SUPERVISING PATIENT ACCOUNT REPRESENTATIVE	2.00	2.00	-	-	-	2.00
4000	80U21	TELEPHONE OPERATOR	1.00	1.00	-	-	-	1.00
Subtotal			1,102.18	1,114.98	12.80	-	2.00	1,116.98
<b>Social Services - Dept. 5010</b>								
5010	11A12	DIRECTOR OF SOCIAL SERVICES	1.00	1.00	-	-	-	1.00
5010	12C13	ASSISTANT DIRECTOR SOCIAL SERVICES	-	1.00	1.00	-	-	1.00
5010	14B21	ASSOCIATE PERSONNEL ANALYST	3.00	3.00	-	-	-	3.00
5010	14B32	SENIOR PERSONNEL ANALYST	1.00	1.00	-	-	-	1.00

**Fiscal Year 2020-21 Adopted Budget  
Countywide Position Summary Revised**

**Exhibit 1**

5010	14B51	DEPARTMENTAL HR MANAGER-MERIT SYSTEMS	1.00	1.00	-	-	-	1.00
5010	14C30	MANAGEMENT ANALYST II	18.00	17.00	(1.00)	-	-	17.00
5010	14C31	MANAGEMENT ANALYST III	14.00	15.00	1.00	-	-	15.00
5010	14C70	ADMINISTRATIVE SERVICES ASSISTANT	8.00	8.00	-	-	-	8.00
5010	14C72	ADMINISTRATIVE SERVICES MANAGER	1.00	1.00	-	-	-	1.00
5010	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	3.00	3.00	-	-	-	3.00
5010	14H70	STAFF TRAINER II	12.00	12.00	-	-	-	12.00
5010	14N05	ADMINISTRATIVE OPERATIONS MANAGER	1.00	1.00	-	-	-	1.00
5010	16C87	BUSINESS TECHNOLOGY ANALYST II	3.00	5.00	2.00	-	-	5.00
5010	16C88	BUSINESS TECHNOLOGY ANALYST III	1.00	1.00	-	-	-	1.00
5010	16C93	BUSINESS TECHNOLOGY ANALYST IV	1.00	1.00	-	-	-	1.00
5010	16F40	DEPARTMENTAL INFORMATION SYSTEMS MANAGER I	1.00	1.00	-	-	-	1.00
5010	16F41	DEPARTMENTAL INFORMATION SYSTEMS MANAGER II	1.00	1.00	-	-	-	1.00
5010	20B10	ACCOUNTANT I	2.00	2.00	-	-	-	2.00
5010	20B11	ACCOUNTANT II	4.00	4.00	-	-	-	4.00
5010	20B12	ACCOUNTANT III	1.00	1.00	-	-	-	1.00
5010	20B93	FINANCE MANAGER II	2.00	2.00	-	-	-	2.00
5010	25E21	ELIGIBILITY SPECIALIST II	164.00	164.00	-	-	-	164.00
5010	25E22	ELIGIBILITY SPECIALIST III	107.00	107.00	-	-	-	107.00
5010	25E80	ELIGIBILITY SUPERVISOR	38.00	38.00	-	-	-	38.00
5010	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	3.00	3.00	-	-	-	3.00
5010	43J09	SENIOR DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	6.00	6.00	-	-	-	6.00
5010	43J15	SUPERVISING DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	2.00	2.00	-	-	-	2.00
5010	52E22	PUBLIC HEALTH NURSE II	3.00	3.00	-	-	-	3.00
5010	60C22	SOCIAL WORKER III	31.00	32.00	1.00	-	-	32.00
5010	60C24	SOCIAL WORKER V	86.00	86.00	-	-	-	86.00
5010	60C80	SOCIAL WORK SUPERVISOR I	8.00	8.00	-	-	-	8.00
5010	60C81	SOCIAL WORK SUPERVISOR II	17.00	17.00	-	-	-	17.00
5010	60D10	SOCIAL SERVICES AIDE I	2.00	2.00	-	-	-	2.00
5010	60D11	SOCIAL SERVICES AIDE II	65.00	66.00	1.00	-	-	66.00
5010	60G21	WIB EMPLOYMENT PROGRAMS REPRESENTATIVE II	-	-	-	-	-	-
5010	60G33	WIB EMPLOYMENT PROGRAMS REPRESENTATIVE III	-	-	-	-	-	-
5010	60G43	WIB EMPLOYMENT PROGRAMS SUPERVISOR	-	-	-	-	-	-
5010	60H11	EMPLOYMENT & TRAINING WORKER II	2.00	2.00	-	-	-	2.00
5010	60H21	EMPLOYMENT & TRAINING WORKER III	35.00	35.00	-	-	-	35.00
5010	60H31	EMPLOYMENT & TRAINING SUPERVISOR	7.00	7.00	-	-	-	7.00
5010	60H32	SUPERVISING STAFF TRAINER	1.00	1.00	-	-	-	1.00
5010	60I01	DEPUTY DIRECTOR SOCIAL SERVICES	5.00	4.00	(1.00)	-	-	4.00
5010	60I02	PROGRAM MANAGER II	13.00	13.00	-	-	-	13.00
5010	60U11	MILITARY & VETERANS REPRESENTATIVE II	2.00	2.00	-	-	-	2.00
5010	60U20	MILITARY & VETERAN AFFAIRS OFFICER	1.00	1.00	-	-	-	1.00
5010	60U21	MILITARY & VETERANS REPRESENTATIVE III	4.00	4.00	-	-	-	4.00
5010	60X01	COMMUNITY AFFILIATION MANAGER	1.00	1.00	-	-	-	1.00
5010	70A21	CUSTODIAN	1.00	1.00	-	-	-	1.00
5010	70F21	COURIER	1.00	1.00	-	-	-	1.00
5010	70F79	WAREHOUSE WORKER	2.00	2.00	-	-	-	2.00
5010	70F82	SUPERVISING WAREHOUSE WORKER	1.00	1.00	-	-	-	1.00
5010	70N01	OFFICE MAINTENANCE WORKER	2.00	2.00	-	-	-	2.00
5010	80A31	SECRETARY	12.00	13.00	1.00	-	-	13.00
5010	80A32	SENIOR SECRETARY	6.00	6.00	-	-	-	6.00
5010	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	1.00	1.00	-	-	-	1.00
5010	80E21	OFFICE ASSISTANT II	86.00	86.00	-	-	-	86.00
5010	80E22	OFFICE ASSISTANT III	36.00	36.00	-	-	-	36.00
5010	80E80	PRINCIPAL OFFICE ASSISTANT	16.00	14.00	(2.00)	-	-	14.00
5010	80E81	SUPERVISING OFFICE ASSISTANT I	17.00	17.00	-	-	-	17.00
5010	80E82	SUPERVISING OFFICE ASSISTANT II	1.00	1.00	-	-	-	1.00
5010	80E98	PRINCIPAL CLERK-CONFIDENTIAL	3.00	3.00	-	-	-	3.00
5010	80J20	ACCOUNTING CLERICAL SUPERVISOR	2.00	2.00	-	-	-	2.00
5010	80J22	SENIOR ACCOUNT CLERK	2.00	2.00	-	-	-	2.00
5010	80J30	ACCOUNTING TECHNICIAN	3.00	3.00	-	-	-	3.00
Subtotal			874.00	877.00	3.00	-	-	877.00
<b>County Library - Dept. 6110</b>								
6110	11A05	LIBRARY DIRECTOR	1.00	1.00	-	-	-	1.00
6110	12C04	ASSISTANT LIBRARY DIRECTOR	1.00	1.00	-	-	-	1.00
6110	14C71	ADMINISTRATIVE SERVICES OFFICER	1.00	1.00	-	-	-	1.00
6110	43J04	DEPARTMENTAL INFORMATION SYSTEMS SPECIALIST	1.00	-	(1.00)	-	-	-
6110	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	-	1.00	1.00	-	-	1.00
6110	65A31	LIBRARIAN I	1.00	1.00	-	-	-	1.00
6110	65A33	LIBRARIAN II	12.00	12.00	-	-	-	12.00
6110	65A40	LIBRARIAN III	3.00	3.00	-	-	-	3.00
6110	65A85	MANAGING LIBRARIAN	2.00	2.00	-	-	-	2.00
6110	80C01	LIBRARY ASSISTANT I	7.00	7.00	-	-	-	7.00
6110	80C21	LIBRARY ASSISTANT II	24.00	24.00	-	-	-	24.00
6110	80C22	LIBRARY ASSISTANT III	11.00	11.00	-	-	-	11.00
6110	80J21	ACCOUNT CLERK	1.00	1.00	-	-	-	1.00
6110	80J22	SENIOR ACCOUNT CLERK	1.00	1.00	-	-	-	1.00
Subtotal			66.00	66.00	-	-	-	66.00
<b>Cooperative Extension Service - Dept. 6210</b>								
6210	14C70	#REF!	1.00	1.00	-	-	-	1.00
6210	80A31	#REF!	1.00	1.00	-	-	-	1.00
6210	80J30	#REF!	1.00	1.00	-	-	-	1.00
Subtotal			3.00	3.00	-	-	-	3.00
<b>Natividad Medical Center - Dept. 9600</b>								
9600	11A25	HOSPITAL CHIEF EXECUTIVE OFFICER	1.00	1.00	-	-	-	1.00
9600	12C28	HOSPITAL CHIEF NURSING OFFICER	1.00	1.00	-	-	-	1.00
9600	12C29	HOSPITAL ASSISTANT ADMINISTRATOR	4.00	4.00	-	-	-	4.00
9600	14A10	PROJECT MANAGER I	1.00	1.00	-	-	-	1.00
9600	14A12	PROJECT MANAGER III	1.00	1.00	-	-	-	1.00
9600	14A70	HOSPITAL REVENUE CYCLE EXAMINER	2.00	2.00	-	-	-	2.00
9600	14A80	HOSPITAL DECISION SUPPORT MANAGER	1.00	1.00	-	-	-	1.00
9600	14B21	ASSOCIATE PERSONNEL ANALYST	2.00	2.00	-	-	-	2.00
9600	14B28	SUPERVISING PERSONNEL ANALYST	1.00	1.00	-	-	-	1.00
9600	14B32	SENIOR PERSONNEL ANALYST	2.00	2.00	-	-	-	2.00
9600	14B66	DEPARTMENTAL HR MANAGER	1.00	1.00	-	-	-	1.00
9600	14C30	MANAGEMENT ANALYST II	6.00	7.00	1.00	-	-	7.00
9600	14C31	MANAGEMENT ANALYST III	7.00	5.00	(2.00)	-	-	5.00
9600	14C36	HOSPITAL DECISION SUPPORT ANALYST	-	2.00	2.00	-	-	2.00
9600	14C52	PATIENT FINANCIAL SERVICES DIRECTOR	2.00	2.00	-	-	-	2.00
9600	14C60	HOSPITAL CHIEF FINANCIAL OFFICER	1.00	1.00	-	-	-	1.00
9600	14C70	ADMINISTRATIVE SERVICES ASSISTANT	2.00	2.00	-	-	-	2.00
9600	14E01	BUYER I	-	-	-	-	-	-



**Fiscal Year 2020-21 Adopted Budget  
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**Exhibit 1**

9600	14E20	BUYER II	5.00	5.00	-	-	-	5.00
9600	14E90	DIRECTOR OF MATERIAL MANAGEMENT	1.00	1.00	-	-	-	1.00
9600	14G02	MANAGEMENT ANALYST I	3.00	3.00	-	-	-	3.00
9600	14H03	PERSONNEL TECHNICIAN-CONFIDENTIAL	6.00	6.00	-	-	-	6.00
9600	14H24	EDUCATOR AND VOLUNTEER COORDINATOR	-	1.00	1.00	-	-	1.00
9600	14H60	DIRECTOR OF MARKETING AND COMMUNITY RELATIONS	1.00	1.00	-	-	-	1.00
9600	14H65	MEDICAL STAFF COORDINATOR	1.00	1.00	-	-	-	1.00
9600	14K26	MANAGED CARE OPERATIONS MANAGER	1.00	1.00	-	-	-	1.00
9600	14K31	MANAGER OF DIAGNOSTIC IMAGING SERVICES	1.00	1.00	-	-	-	1.00
9600	14K32	BEHAVIORAL HEALTH SERVICES MANAGER I	1.50	1.50	-	-	-	1.50
9600	14K33	HOSP DIRECTOR OF ENGINEERING AND SAFETY	1.00	1.00	-	-	-	1.00
9600	14K35	NMC HUMAN RESOURCES ADMINISTRATOR	1.00	1.00	-	-	-	1.00
9600	14K43	HOSPITAL CHIEF INFORMATION OFFICER	1.00	1.00	-	-	-	1.00
9600	14M02	HOSPITAL INTERPRETER SERVICES MANAGER	1.00	1.00	-	-	-	1.00
9600	14M31	HOSPITAL DIRECTOR OF NURSING EDUCATION	1.00	1.00	-	-	-	1.00
9600	14M32	HOSPITAL RISK ASSESSMENT & COMPLIANCE OFFICER	1.00	1.00	-	-	-	1.00
9600	14N11	OUTPATIENT SERVICES MANAGER II	2.00	1.00	(1.00)	-	-	1.00
9600	14N30	HOSPITAL PATIENT ADMITTING MANAGER	1.00	1.00	-	-	-	1.00
9600	14N31	HOSPITAL DIRECTOR OF ENVIRONMENTAL SERVICES	1.00	1.00	-	-	-	1.00
9600	14P10	DIRECTOR OF MEDICAL CENTER PHYSICIAN SERVICES	1.00	1.00	-	-	-	1.00
9600	16C55	SYSTEMS PROGRAMMER ANALYST III	3.00	2.00	(1.00)	-	-	2.00
9600	16C60	HOSPITAL SOFTWARE ANALYST I	1.00	1.00	-	-	-	1.00
9600	16C61	HOSPITAL SOFTWARE ANALYST II	5.00	5.00	-	-	-	5.00
9600	16C62	HOSPITAL SOFTWARE ANALYST III	6.00	10.00	4.00	-	-	10.00
9600	16E50	HOSPITAL SECURITY & DATABASE ADMINISTRATOR	3.00	3.00	-	-	-	3.00
9600	20B12	ACCOUNTANT III	2.00	2.00	-	-	-	2.00
9600	20B91	CHIEF HOSPITAL ACCOUNTANT	2.00	1.00	(1.00)	-	-	1.00
9600	20B92	HOSPITAL CONTROLLER	1.00	1.00	-	-	-	1.00
9600	20B94	FINANCE MANAGER III	-	1.00	1.00	-	-	1.00
9600	20B95	FINANCE MANAGER I	1.00	1.00	-	-	-	1.00
9600	41K01	HOSPITAL NETWORK & SYSTEMS ENGINEER	4.00	2.00	(2.00)	-	-	2.00
9600	43G01	INFORMATION TECHNOLOGY MANAGER	3.00	3.00	-	-	-	3.00
9600	43G04	IT PROJECT MANAGEMENT ANALYST III	2.00	2.00	-	-	-	2.00
9600	43J05	DEPARTMENTAL INFORMATION SYSTEMS COORDINATOR	0.80	0.80	-	-	-	0.80
9600	43M40	HOSPITAL INFORMATION SYSTEMS SUPPORT TECHNICIAN	4.00	4.00	-	-	-	4.00
9600	50A21	PHARMACIST I	12.20	12.20	-	-	-	12.20
9600	50A23	PHARMACY DIRECTOR	1.00	1.00	-	-	-	1.00
9600	50A25	CLINICAL PHARMACY COORDINATOR	2.00	2.00	-	-	-	2.00
9600	50D11	MEDICAL LABORATORY TECHNICIAN	1.60	1.60	-	-	-	1.60
9600	50D12	CLINICAL LABORATORY ASSISTANT	17.90	17.90	-	-	-	17.90
9600	50D13	SENIOR CLINICAL LABORATORY ASSISTANT	2.00	2.00	-	-	-	2.00
9600	50D21	CLINICAL LABORATORY SCIENTIST	15.00	15.00	-	-	-	15.00
9600	50D22	SENIOR CLINICAL LABORATORY SCIENTIST	9.00	9.00	-	-	-	9.00
9600	50D23	SUPERVISING CLINICAL LABORATORY SCIENTIST	1.00	1.00	-	-	-	1.00
9600	50D80	CLINICAL LABORATORY MANAGER	1.00	1.00	-	-	-	1.00
9600	50F10	SUPERVISING THERAPIST	2.00	2.00	-	-	-	2.00
9600	50F20	OCCUPATIONAL THERAPIST	10.60	11.20	0.60	-	-	11.20
9600	50G11	PHYSICAL THERAPIST	12.00	12.80	0.80	-	-	12.80
9600	50G41	SPEECH PATHOLOGIST	5.00	5.00	-	-	-	5.00
9600	50G95	REHABILITATIVE SERVICES MANAGER	1.00	1.00	-	-	-	1.00
9600	50K19	HEALTH EDUCATION ASSISTANT	4.00	4.00	-	-	-	4.00
9600	50P21	CARDIOPULMONARY TECHNICIAN II	19.30	19.30	-	-	-	19.30
9600	50P22	SENIOR CARDIOPULMONARY TECHNICIAN	1.00	1.00	-	-	-	1.00
9600	50P24	SUPERVISING CARDIOPULMONARY TECHNICIAN	1.00	1.00	-	-	-	1.00
9600	50P80	DIRECTOR OF CARDIOPULMONARY SERVICES	1.00	1.00	-	-	-	1.00
9600	50R21	RADIOLOGIC TECHNOLOGIST	25.30	26.30	1.00	-	-	26.30
9600	50R22	SENIOR RADIOLOGIC TECHNOLOGIST	5.00	5.00	-	-	-	5.00
9600	50R25	DIAGNOSTIC IMAGING SUPERVISOR	2.00	2.00	-	-	-	2.00
9600	50R31	SONOGRAPHER	8.60	8.60	-	-	-	8.60
9600	50R32	SENIOR SONOGRAPHER	1.00	1.00	-	-	-	1.00
9600	50R41	NUCLEAR MEDICINE TECHNOLOGIST	1.00	1.00	-	-	-	1.00
9600	50T03	HEALTH INFORMATION MANAGEMENT CODER II	7.00	7.00	-	-	-	7.00
9600	50T22	HEALTH INFORMATION MANAGEMENT CODING SUPERVISOR	1.00	1.00	-	-	-	1.00
9600	50T33	HEALTH INFORMATION MANAGEMENT DATA INTEGRITY EXAMIN	1.00	1.00	-	-	-	1.00
9600	50T41	DIRECTOR OF HEALTH INFORMATION MANAGEMENT	1.00	1.00	-	-	-	1.00
9600	50U17	PHYSICAL THERAPIST ASSISTANT	4.00	4.00	-	-	-	4.00
9600	50U18	PHARMACY TECHNICIAN	10.80	11.40	0.60	-	-	11.40
9600	50U20	NURSING ASSISTANT	90.80	90.80	-	-	-	90.80
9600	50U22	HEALTH CARE TECHNICIAN	4.70	4.70	-	-	-	4.70
9600	50U23	OBSTETRICAL TECHNICIAN	6.30	6.30	-	-	-	6.30
9600	50U25	ORTHOPEDIC TECHNICIAN	1.00	1.00	-	-	-	1.00
9600	50U26	SENIOR OBSTETRICAL TECHNICIAN	0.90	0.90	-	-	-	0.90
9600	50U27	SURGICAL TECHNICIAN	11.60	11.60	-	-	-	11.60
9600	50U28	SENIOR PHARMACY TECHNICIAN	2.00	2.00	-	-	-	2.00
9600	50U29	ENDOSCOPY TECHNICIAN	1.90	1.90	-	-	-	1.90
9600	50U30	DIETITIAN AIDE	3.00	4.00	1.00	-	-	4.00
9600	50U42	MEDICAL ASSISTANT	2.00	2.00	-	-	-	2.00
9600	50U43	CENTRAL STERILE TECHNICIAN	5.80	5.80	-	-	-	5.80
9600	50U44	SENIOR CENTRAL STERILE TECHNICIAN	1.00	1.00	-	-	-	1.00
9600	50U51	TELEMETRY TECHNICIAN	4.70	4.70	-	-	-	4.70
9600	50Y21	DIETITIAN	5.80	5.40	(0.40)	-	-	5.40
9600	50Y31	SUPERVISING DIETITIAN	1.00	1.00	-	-	-	1.00
9600	52A02	LICENSED VOCATIONAL NURSE	11.30	12.30	1.00	-	-	12.30
9600	52A16	SUPERVISING NURSE I	13.50	14.60	1.10	-	-	14.60
9600	52A17	SUPERVISING NURSE II	1.90	1.90	-	-	-	1.90
9600	52A19	STAFF NURSE II	322.45	328.85	6.40	-	-	328.85
9600	52A20	STAFF NURSE III	34.20	35.20	1.00	-	-	35.20
9600	52A21	CLINIC NURSE	4.00	3.00	(1.00)	-	-	3.00
9600	52A22	SENIOR CLINIC NURSE	6.60	7.60	1.00	-	-	7.60
9600	52A31	INFECTION CONTROL NURSE	1.00	1.00	-	-	-	1.00
9600	52A33	CASE MANAGEMENT NURSE	15.00	15.00	-	-	-	15.00
9600	52A34	UTILIZATION MANAGEMENT COORDINATOR	1.00	2.00	1.00	-	-	2.00
9600	52A40	HOSPITAL NURSE AUDITOR	2.00	2.00	-	-	-	2.00
9600	52A50	HOSPITAL QUALITY ASSURANCE NURSE	7.90	7.90	-	-	-	7.90
9600	52A60	CLINICAL NURSE SPECIALIST	4.00	4.00	-	-	-	4.00
9600	52A83	SUPERVISING CLINIC NURSE	2.00	2.00	-	-	-	2.00
9600	52A84	QUALITY/COMPLIANCE ADMINISTRATOR	1.00	1.00	-	-	-	1.00
9600	52A88	NURSING SERVICES DIVISION MANAGER	4.00	5.00	1.00	-	-	5.00
9600	52A89	ADMIN NURSE/HOUSE SUPV	6.30	6.30	-	-	-	6.30
9600	52A92	NURSING SERVICES UNIT MANAGER	1.00	1.00	-	-	-	1.00
9600	52A96	DIRECTOR OF SURGICAL SERVICES	1.00	1.00	-	-	-	1.00

**Fiscal Year 2020-21 Adopted Budget  
Countywide Position Summary Revised**

**Exhibit 1**

9600	52A97	CLINIC NURSE PRACTITIONER	3.40	2.40	(1.00)	-	-	2.40
9600	52A98	HOSPITAL NURSE PRACTITIONER	11.00	11.00	-	-	-	11.00
9600	54A03	RESIDENT PHYSICIAN III	33.00	33.00	-	-	-	33.00
9600	54B10	CHIEF OB/GYN SURGEON	1.00	1.00	-	-	-	1.00
9600	54B12	CONTRACT PHYSICIAN	47.00	49.00	2.00	-	-	49.00
9600	54B15	NEUROSURGEON	1.00	1.00	-	-	-	1.00
9600	54B16	TRAUMA SURGEON	3.00	3.00	-	-	-	3.00
9600	54B17	VASCULAR SURGEON	1.00	1.00	-	-	-	1.00
9600	54B70	HOSPITAL CHIEF MEDICAL OFFICER	1.00	1.00	-	-	-	1.00
9600	54B82	CHIEF OF SURGERY	1.00	1.00	-	-	-	1.00
9600	54B83	CHIEF PATHOLOGIST	1.00	-	(1.00)	-	-	-
9600	54B92	ASSISTANT DIRECTOR FAMILY PRACTICE RESIDENCY PROGRA	1.00	1.00	-	-	-	1.00
9600	54C03	CLINIC PHYSICIAN ASSISTANT	1.00	3.00	2.00	-	-	3.00
9600	60B01	PSYCHIATRIC SOCIAL WORKER I	0.50	-	(0.50)	-	-	-
9600	60C24	SOCIAL WORKER V	6.00	6.00	-	-	-	6.00
9600	60C81	SOCIAL WORK SUPERVISOR II	1.00	1.00	-	-	-	1.00
9600	65A22	MEDICAL LIBRARIAN	1.00	1.00	-	-	-	1.00
9600	70A10	HOSPITAL ENVIRONMENTAL SERVICES AIDE	57.80	57.80	-	-	-	57.80
9600	70A12	HOSPITAL SENIOR ENVIRONMENTAL SERVICES AIDE	3.00	3.00	-	-	-	3.00
9600	70A13	HOSPITAL SUPERVISING ENVIRONMENTAL SERVICES AIDE	2.00	2.00	-	-	-	2.00
9600	70C21	GROUNDKEEPER	1.00	1.00	-	-	-	1.00
9600	70F21	COURIER	1.00	1.00	-	-	-	1.00
9600	70F23	STOREKEEPER	9.00	12.00	3.00	-	-	12.00
9600	70F81	SUPERVISING STOREKEEPER	1.00	1.00	-	-	-	1.00
9600	70K21	FOOD SERVICE WORKER II	19.00	18.00	(1.00)	-	-	18.00
9600	70K23	COOK	3.50	4.50	1.00	-	-	4.50
9600	70K25	SENIOR COOK	2.00	2.00	-	-	-	2.00
9600	70K80	HEAD COOK	2.00	2.00	-	-	-	2.00
9600	70K84	HOSPITAL DIRECTOR OF FOOD SERVICES	1.00	1.00	-	-	-	1.00
9600	70M02	PATIENT TRANSPORTER	6.00	6.00	-	-	-	6.00
9600	72A23	BUILDING MAINTENANCE WORKER	1.00	1.00	-	-	-	1.00
9600	72A24	MAINTENANCE PAINTER	2.00	2.00	-	-	-	2.00
9600	72A80	HOSPITAL MAINTENANCE SUPERVISOR	1.00	1.00	-	-	-	1.00
9600	72A87	PHYSICAL PLANT MANAGER	1.00	1.00	-	-	-	1.00
9600	72C19	HOSPITAL MAINTENANCE MECHANIC	9.00	9.00	-	-	-	9.00
9600	80A32	SENIOR SECRETARY	5.00	5.00	-	-	-	5.00
9600	80A33	ADMINISTRATIVE SECRETARY	2.00	2.00	-	-	-	2.00
9600	80A34	SENIOR SECRETARY-CONFIDENTIAL	-	1.00	1.00	-	-	1.00
9600	80A99	ADMINISTRATIVE SECRETARY-CONFIDENTIAL	3.00	3.00	-	-	-	3.00
9600	80E21	OFFICE ASSISTANT II	9.30	9.30	-	-	-	9.30
9600	80E22	OFFICE ASSISTANT III	17.30	16.30	(1.00)	-	-	16.30
9600	80E80	PRINCIPAL OFFICE ASSISTANT	14.25	14.25	-	-	-	14.25
9600	80E81	SUPERVISING OFFICE ASSISTANT I	1.00	1.00	-	-	-	1.00
9600	80E82	SUPERVISING OFFICE ASSISTANT II	2.00	2.00	-	-	-	2.00
9600	80G21	DATA ENTRY OPERATOR II	1.00	1.00	-	-	-	1.00
9600	80J19	CASHIER	1.50	1.50	-	-	-	1.50
9600	80J20	ACCOUNTING CLERICAL SUPERVISOR	1.00	1.00	-	-	-	1.00
9600	80J22	SENIOR ACCOUNT CLERK	4.00	4.00	-	-	-	4.00
9600	80J30	ACCOUNTING TECHNICIAN	2.00	2.00	-	-	-	2.00
9600	80K21	MEDICAL UNIT CLERK	19.90	19.90	-	-	-	19.90
9600	80K23	HOSPITAL MEDICAL INTERPRETER	5.50	8.00	2.50	-	-	8.00
9600	80K25	CLINIC OPERATIONS SUPERVISOR	1.00	-	(1.00)	-	-	-
9600	80L02	PATIENT SERVICES REPRESENTATIVE II	51.00	54.70	3.70	-	-	54.70
9600	80L03	SENIOR PATIENT SERVICES REPRESENTATIVE	1.00	1.00	-	-	-	1.00
9600	80L04	SUPERVISING PATIENT SERVICES REPRESENTATIVE	3.00	3.00	-	-	-	3.00
9600	80M02	PATIENT ACCOUNT REPRESENTATIVE II	31.30	30.30	(1.00)	-	-	30.30
9600	80M03	SENIOR PATIENT ACCOUNT REPRESENTATIVE	3.00	3.00	-	-	-	3.00
9600	80M05	PATIENT ACCOUNT MANAGER	2.00	2.00	-	-	-	2.00
9600	80U11	HOSPITAL COMMUNICATIONS OPERATOR II	6.80	6.80	-	-	-	6.80
9600	80U14	HOSPITAL SUPERVISING COMMUNICATIONS OPERATOR	1.00	1.00	-	-	-	1.00
Subtotal			1,299.30	1,325.10	25.80	-	-	1,325.10
<b>Countywide Total</b>			<b>5,361.48</b>	<b>5,402.58</b>	<b>41.10</b>	<b>-</b>	<b>5.00</b>	<b>5,407.58</b>

<i>ITD Department Fund</i>		<i>100,000</i>					<i>100,000</i>
ITD - 1441 Schilling Place, 1st Floor - Cayenne Room Acoustic Upgrades Only	PWF 2019-22	111,003					111,003
<i>ITD Department Fund</i>		<i>111,003</i>					<i>111,003</i>
<b>Information Technology Total</b>		<b>\$211,003</b>					<b>\$211,003</b>
Department	Project #	20/21	21/22	22/23	23/24	24/25	Total
<b>Library</b>							
Library - North County - Bookmobile	61108	370,000					370,000
<i>California State Library Grant</i>		<i>250,000</i>					<i>250,000</i>
<i>Cannabis Tax Assignment</i>		<i>120,000</i>					<i>120,000</i>
Library - Countywide - Replace Reading Safari Vehicle	L-2019-07	220,000					220,000
<i>Foundation for MCFL</i>		<i>220,000</i>					<i>220,000</i>
<b>Library Total</b>		<b>\$590,000</b>					<b>\$590,000</b>
Department	Project #	20/21	21/22	22/23	23/24	24/25	Total
<b>Natividad Medical Center</b>							
NMC - 1441 Constitution Boulevard, Salinas - Radiology Modernization	B16-2016-059	7,848,408	1,662,102				9,510,510
<i>NMC</i>		<i>7,848,408</i>	<i>1,662,102</i>				<i>9,510,510</i>
NMC - 1441 Constitution Boulevard, Salinas - Nurse Call Replacement	B16-2016-066	1,200,400	1,799,600				3,000,000
<i>NMC</i>		<i>1,200,400</i>	<i>1,799,600</i>				<i>3,000,000</i>
NMC - 1441 Constitution Boulevard, Salinas - Interior Design Upgrades - Building Wide	B16-2016-069	450,000	500,000	500,000	500,000		1,950,000
<i>NMC</i>		<i>450,000</i>	<i>500,000</i>	<i>500,000</i>	<i>500,000</i>		<i>1,950,000</i>
NMC - 1441 Constitution Boulevard, Salinas - Furniture for Patient Areas & Ergo Equipment	B16-2016-084	450,000			500,000		950,000
<i>NMC</i>		<i>450,000</i>			<i>500,000</i>		<i>950,000</i>
NMC - 1441 Constitution Boulevard, Salinas - Refresh of Med Surg and ICU	B16-2016-096	1,163,400					1,163,400
<i>NMC</i>		<i>1,163,400</i>					<i>1,163,400</i>
NMC - 1441 Constitution boulevard, Salinas - General IT Equipment Replacement	B16-2016-148	747,850	500,000	500,000	500,000		2,247,850
<i>NMC</i>		<i>747,850</i>	<i>500,000</i>	<i>500,000</i>	<i>500,000</i>		<i>2,247,850</i>

California State Library  
Fiscal Office  
PO Box 942837  
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance  
North County Bookmobile  
Monterey County Free Libraries, SVBT-023  
Cover page – Summary and Contact Information

## **SUMMARY AND CONTACT INFORMATION**

This first page is a summary of the application information for **North County Bookmobile: Shared Vision/Bringing the Library to You Project**.

**Grantee Name:** Monterey County Free Libraries

**Grantee Award Number:** SVBT-023

**Grant Awarded Amount:** \$250,000

**First Payment (90%):** \$225,000

**Final Payment (10%):** \$25,000

**Authorized official:** Hillary Theyer, Library Director, Monterey County Free Libraries

**Project Lead:** Hillary Theyer, Project Coordinator

**Organization Address:**

Monterey County Free Libraries, 188 Seaside Circle

Marina, CA 93933

## **North County Bookmobile GRANT AGREEMENT AND CERTIFICATION OF COMPLIANCE**

This is the North County Bookmobile Grant Agreement (award number SVBT-023) and Certification of Compliance between the California State Library and Monterey County Free Libraries, henceforth referred to as Grantee.

The Grantee designated above hereby certifies to the California State Library that the grant of \$250000 will be used solely to carry out the program set forth in its North County Bookmobile application as approved, and/or as amended and approved by the California State Librarian.

### **TERMS AND CONDITIONS**

The Grantee and its named or designated fiscal agent (if applicable) hereby assures the California State Library that:

1. It is mutually understood between the parties that this grant award may have been made before the availability of appropriated funds was ascertained. This was done for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
2. This grant award is valid and enforceable only if sufficient funds are made available to the California State Library in the Enactment Year 2019 State Budget for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitation, or conditions enacted by the Legislature and approved by the Governor, which may affect the provisions, terms or funding of this grant award in any manner.
3. It is mutually agreed that if sufficient funds are not appropriated for the program, this grant award shall be amended to reflect any reduction in funds.
4. It is mutually agreed that the grant application and the timeline included therein are part of the grant agreement.
5. The complete North County Bookmobile GRANT AGREEMENT and CERTIFICATION OF COMPLIANCE shall constitute the grant agreement for the project.

6. The Grantee shall report to the State Librarian in such form and containing such information as may be required to enable the California State Library to administer the grant. The Grantee shall keep records and afford access to records concerning the grant as the California State Librarian finds necessary to assure the correctness and verification of grant reports.
7. The expenditure under this program shall not be used to supplant Grantee efforts in other programs.

This agreement is subject to the provisions of the Budget Act of 2019, Chapter 23 of the Statutes of 2019. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under the Act.

1. The terms of this agreement shall be upon execution until the end of the grant period, but shall be subject to termination by the State Librarian upon notice to the grantee at least thirty (30) days prior to the effective date of termination. The State Librarian may extend the final deadline for good cause. Request for extension beyond the final deadline of the end of the grant period must be received at least 30 days prior in writing to that deadline at the State Librarian's office.

In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports and/or materials prepared up to the date of termination, and the State Librarian shall determine, and pay the grantee for necessary and appropriate expenditures and obligations to the date of termination which have not been covered by prior installments previously paid to the Grantee. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 60 days of the notice of termination.

2. The State Librarian may at any time during the term of this agreement review, audit, and inspect the project for compliance with this agreement.
3. The California State Library shall be acknowledged in all promotional materials and publications related to the North County Bookmobile project.
4. Original material produced with these grant funds may be copyrighted by the Grantee or its assignees. However, the California State Library reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for public library and State governmental purposes:
  - a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and

- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

The foregoing provision specifically authorizes the California State Library to mount copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

- 5. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Grantee of his/her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors, volunteers, student interns 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 Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- 6. Grantee has the right to perform services for others during the term of this agreement.
  - a. Grantee has the right to perform the services required by this agreement at any location or at any time during the grant period, following the agreed-upon timeline.
  - b. Grantee shall furnish all equipment and materials used to provide the services required by this Agreement.
  - c. Grantee, Grantee's employees or contract personnel shall perform all services required by this Agreement; and beyond general monitoring and administration of the grant contract, the State Library shall not hire, supervise or pay any personnel to assist Grantee.
  - d. The State Library shall not provide any training to Grantee, Grantee's employees or contract personnel with the skills necessary to perform the services required by this Agreement.
  - e. The State Library shall not require the Grantee, Grantee's employees or contract personnel to devote full time to performing the services required by this Agreement.
- 7. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, its agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

8. In the event of a dispute, Grantee shall file a "Notice of Dispute" with the State Library within ten (10) days of discovery of the problem. Within ten (10) days, the grant monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Grantee and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the State Librarian or designated representative of each organization for resolution. The decision of the State Librarian or designated representative shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal. The existence of a dispute not fully resolved shall not delay Grantee to continue with the responsibilities under this Agreement which are not affected by the dispute.
9. Federal and State Taxes: The State Library shall not
  - a. Withhold FICA (Social Security and Medicare payments) from Grantee's payments or make FICA payments on the Grantee's behalf; or
  - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
  - c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
10. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California.
11. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them.
12. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical conditions (cancer), age (over 40), marital status, and denial of family care leave. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.
13. Exclusive Agreement: This is the entire Agreement between the State Library and the Grantee.



14. Severability: If any part of this Agreement is held unenforceable, the remainder of the Agreement will remain in full force and effect.
15. Applicable Law: The laws of the State of California govern this Agreement.
16. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
  - a. When delivered personally to the recipient's address as stated in this Agreement;
  - b. Three days after being deposited in the U.S. Mail, postage prepaid addressed to recipient's address as stated in this Agreement
  - c. When sent by Fax or e-mail to the last Fax or e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.

## PAYMENTS, REPORTS AND CLAIMS

### LIMITATION OF EXPENDITURE

Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations.

Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the State Library grant monitor. This would be to increase any allotment not more than 10% with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

### PAYMENTS

Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:

- **Initial Payment of 90% of Approved Award Amount (\$225,000):** upon execution of the agreement and submission of claim and certification by Grantee.
- **Payment of 10% of Approved Award Amount (\$25,000):** on project completion and upon the submission of required final narrative and financial reports, no later than June 30, 2022.

If the amount of payment made by the California State Library shall exceed the actual expenses during the term of this agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall refund to the California State Library the amount of such excess payment.

### REPORTS AND CLAIMS

The Grantee shall make all required reports and claims to the California State Library.

- I. The Grantee shall be responsible for the submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library. The financial reports shall reflect the expenditures made by the Grantee under the Agreement. The financial reports may be incorporated into the same reporting structure as the narrative reports. The financial reports shall be submitted by the following dates, by the following dates:
  - a. First Grant Reports (mid-project narrative and financial) (covering start of grant-December 2020: **January 31, 2021**

- b. Second Grant Reports (mid-project narrative and financial) (covering January 2021-June 2021): **July 31, 2021**
  - c. Final Grant Reports (final narrative and financial): upon the completion of the grant project and/or no later than **April 30, 2022**
- II. To obtain payment hereunder, the Grantee shall submit authorized claims provided by the California State Library for that purpose. For properly submitted claims, the California State Library agrees to reimburse the Grantee as soon thereafter as State fiscal procedures permit.
- III. The final 10% of the grant award is payable only if the Grantee is on schedule to fulfill all project requirements in the time specified in the award. The project grant monitor must also approve the project reports. Failure to provide timely reports is a breach of a Grantee's administrative duty under the award, which may result in State audit exceptions against the State and the loss of grant funds. The State Librarian may extend the final deadline for good cause. Request for extension beyond the ending date of the grant period, must be received at least 30 days prior in writing to that deadline by the grant monitor.

California State Library  
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PO Box 942837  
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance  
North County Bookmobile  
Monterey County Free Libraries, SVBT-023  
Section 3: Grant Term and Award Documentation

## **GRANT TERM AND AWARD DOCUMENTATION**

Award #: SVBT-023

Approval Date: April 28, 2020

Grantee: Monterey County Free Libraries

Project Name: North County Bookmobile: Mobile Libraries

Funding Start Date: \*\*upon execution\*\* and not before April 28, 2020

Approved Funds: \$250,000

Term: upon execution – March 31, 2022, or upon earlier completion of project

## **PAYMENT SCHEDULE**

- 90% of award amount of approved funds in the amount of \$225000, payable upon execution of agreement and submission of claim and certification
- 10% of award amount of approved funds in the amount of \$25000, payable upon submission of final project narrative and financial reports

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Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance  
North County Bookmobile  
Monterey County Free Libraries, SVBT-023  
Section 3: Grant Term and Award Documentation

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**FOR INTERNAL USE ONLY - Billing Information**

Appropriation Encumbered (designate where applicable) for: Monterey County Free Libraries

ITEM NO: **6120-217-0001, Chapter 23, Statutes of 2019**

PURCHASING AUTHORITY NUMBER: **CSL-6120**

Reporting Structure: **61202000**

COA: **5432000**

Program #: **5312**

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Grant Agreement & Certification of Compliance  
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Section 4: Information Notice, Page 1 of 1

## ATTENTION

Attached following is the claim for payment and the project certification. These two forms must be completed, signed (with original signatures), and returned to:

**California State Library  
Fiscal Office – Local Assistance  
State Funded Projects  
P.O. Box 942837  
Sacramento, CA 94237-0001**

These forms must be submitted as soon as possible to avoid delay in receiving funds. You should retain copies of the claim and certification of compliance for your files.

You should receive your payment within 6-8 weeks upon submission. If you have further questions, please feel free to contact Bev Schwartzberg (beverly.schwartzberg@library.ca.gov) or 916-701-6880.

Thanks!

California State Library  
Fiscal Office  
PO Box 942837  
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance  
North County Bookmobile  
Monterey County Free Libraries, Invoice# SVBT-023-001  
Section 5: Claim for Payment, Page 1 of 1

## FINANCIAL CLAIM FIRST PAYMENT

ENY: **2019**

ITEM NO: **6120-217-0001, Chapter 23, Statutes of 2019**

PURCHASING AUTHORITY NUMBER: **CSL-6120**

REPORTING STRUCTURE: **61202000**

COA: **5432000**

PROGRAM #: **5312**

SCHEDULE NO:

SCHEDULE DATE:

Date: \_\_\_\_\_

Claim of: Monterey County Free Libraries

Address: \_\_\_\_\_

Amount Claimed: \$225,000

Grant Award Number: SVBT-023

For Period From: upon execution to end of grant period

Type of Payment	<b>PROGRESS</b>	FINAL	IN FULL
-----------------	-----------------	-------	---------

Payable Upon Execution of Agreement

## CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By \_\_\_\_\_  
(Signature of the authorized representative)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

State of California, State Library Fiscal Office

by \_\_\_\_\_ Date \_\_\_\_\_  
(State Library Representative)

MAIL ONE ORIGINAL SIGNATURE TO:  
California State Library  
Fiscal Office – Local Assistance  
State Funded Programs  
PO Box 942837  
Sacramento, CA 94237-0001

California State Library  
Fiscal Office  
PO Box 942837  
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance  
North County Bookmobile  
Monterey County Free Libraries, SVBT-023  
Section 6: Program Certification, Page 1 of 1

Grantee: Monterey County Free Libraries

Grant Number: SVBT-023

*PLEASE COMPLETE AND RETURN THIS PAGE*  
**CERTIFICATION OF COMPLIANCE**

- I. I certify that I am the legally designated representative for the Grantee named above, and am authorized to receive and expend funds for the conduct of this program.
- II. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge; that as the authorized representative of the Grantee, I commit to the conditions of this award and have the legal authority to do so.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
Authorized representative

\_\_\_\_\_  
Print name and title of authorized representative

\_\_\_\_\_  
E-mail address of authorized representative

\_\_\_\_\_  
Street address of named Grantee Organization

\_\_\_\_\_  
City

\_\_\_\_\_  
County

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone of authorized rep.

\_\_\_\_\_  
Program Lead, if different than above

\_\_\_\_\_  
Type or print name and title of Program Lead

\_\_\_\_\_  
Telephone of Program Lead

\_\_\_\_\_  
Email address of Program Lead



California State Library  
Fiscal Office  
PO Box 942837  
«Award\_Number»  
Sacramento, CA 94237-0001

rant Agreement & Certification of Compliance  
«Project\_Title»  
«LibraryOrganization\_Name»,

Section 6: Program Certification, Page 1 of 1

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

**Resolution No.**

**Adopt a Resolution:**

Authorizing the release of the cannabis assignment of \$125,000 representing additional financing to leverage a State grant to purchase a Library Book mobile. The release of this funds was formerly approved by the Board of Supervisors for fiscal year 20-21, however, it is intended and appropriated in the Library Budget for fiscal year 21-22.

**WHEREAS**, The Auditor-Controller is to amend the FY 21-22 Adopted budget for the CAO to increase the appropriation by \$125,000 (001-CAO017-1050-8038), funded by the release of cannabis assignment (001-3132).

**WHEREAS**, The Auditor-Controller is to transfer \$125,000 in FY 2021-22 from CAO (001-CA017-1050-8038) to the Library Fund (003-LIB001-6110-8141).

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

Approve and Adopt a Resolution authorizing the release of the cannabis assignment of \$125,000 representing additional financing to leverage a State grant to purchase a Library Book mobile. The release of this funds was formerly approved by the Board of Supervisors for fiscal year 20-21, however, it is intended and appropriated in the Library Budget for fiscal year 21-22.

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this \_\_\_\_\_, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_ for the meeting on \_\_\_\_\_, 2017.

Dated:

File Number:

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

By \_\_\_\_\_  
Deputy



# Monterey County

Item No.48

## Board Report

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

Legistar File Number: 21-982

November 16, 2021

Introduced: 11/3/2021

Current Status: General Government -  
Consent

Version: 2

Matter Type: BoS Resolution

- a. Authorize the Treasurer-Tax Collector to sell 47 specified tax defaulted properties as set forth in Attachment A-Monterey County Auction Listing at public auction via the internet in accordance with Revenue and Taxation Code Section 3691 et. seq. or as a sealed bid sale pursuant to Chapter 7, Part 6, Division 1 of the Revenue and Taxation Code for at least the minimum bid.
- b. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors, by Resolution:

- a. Authorize the Treasurer-Tax Collector to sell 47 specified tax defaulted properties as set forth in Attachment A-Monterey County Auction Listing (Attachment A) at public auction via the internet in accordance with Revenue and Taxation Code Section 3691 et. seq. or as a sealed bid sale pursuant to Chapter 7, Part 6, Division 1 of the Revenue and Taxation Code for at least the minimum bid.
- b. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

### **SUMMARY:**

In accordance with Section 3694 and 3698 of the California Revenue and Taxation Code, the Tax Collector is required to provide notice to and get approval from the Board of Supervisors to sell specified tax-defaulted properties, as set forth in Attachment A, at public auction or sealed bid sale for not less than the established minimum bid specified on each assessment. The requested action permits the Tax Collector to proceed, comply with State requirements for such sales, and provide the opportunity for the County to recover legitimate delinquent tax revenue.

### **DISCUSSION:**

The collection of delinquent property taxes requires the Tax Collector to offer for sale property upon which taxes remain unpaid (California Revenue and Taxation Code Section 3692). The Tax Collector, after receiving authorization to sell from the Board of Supervisors, as laid out in Attachment B-Authorization to Sell Tax Defaulted Properties Resolution (Attachment B) must notify the California State Controller, all known lien holders of record, and the current property owner at the last known address of the date of the impending sale and the minimum amount due to satisfy the property tax obligation.

If not redeemed by paying all outstanding delinquent taxes, penalties, and costs before 5:00 p.m. the day before the sale is to begin, the Tax Collector will sell the property to the highest bidder. The monies

received from the sale of the properties are deposited by the Tax Collector with the County Auditor and a deed to the property is awarded to the successful purchaser. Excess proceeds, if any, are then distributed to legitimate claimants according to their priority. Any property not sold will be held over for future sale.

Pursuant to Sections 3698.5 and 3692(e) of the California Revenue and Taxation Code, the Tax Collector has determined the minimum price at which each of the properties may be offered for sale. Attachment A identifies each property and reflects the minimum bid necessary to satisfy the individual property delinquent taxes and assessments plus costs, or the minimum bid deemed appropriate given unique circumstances applicable to the subject property. As indicated above, if any individual property does not sell, the Tax Collector may statutorily reoffer that property at a reduced minimum bid at the conclusion of the original sale or within a 90-day period.

The auction of the property listed on Attachment A will be conducted through an internet sales program that has been successfully utilized in the past with a reduced cost and higher return to the County. The Tax Collector may also conduct a sealed bid sale if deemed appropriate by the unique attributes of the property and/or where required by law.

**OTHER AGENCY INVOLVEMENT:**

The Auditor-Controller will provide for the apportionment of funds collected from the public auction or sealed bid sale after the Tax Collector deposits monies to various receivable accounts. The Office of the County Counsel has reviewed and concurs with the recommendation as to form and legality.

**FINANCING:**

The County General Fund will benefit from this recommendation. The recommended process permits the recovery of overdue and delinquent property taxes that would otherwise not be recoverable. Typically, up to fifty percent of the delinquent properties have the taxes paid prior to the sale, which results in general fund revenue to the County and other local jurisdictions that share in the tax collection formula.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The revenue generated from the Monterey County Treasurer-Tax Collector Public Auction Sale of Tax Defaulted Properties would promote and support the following Board of Supervisors Strategic Initiatives:

X Administration

Prepared by: Arturo P. Perez, Management Analyst, x.3083

Approved by: Mary A. Zeeb, Treasurer - Tax Collector, x.5015

Attachments:

Attachment A-Monterey County Auction Listing

Attachment B-Authorization to Sell Tax Defaulted Properties



# Monterey County

Item No.

## Board Report

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

Legistar File Number: 21-982

November 16, 2021

Introduced: 11/3/2021

Current Status: ATS Review

Version: 2

Matter Type: BoS Resolution

- a. Authorize the Treasurer-Tax Collector to sell 47 specified tax defaulted properties as set forth in Attachment A-Monterey County Auction Listing at public auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. or as a sealed bid sale pursuant to Chapter 7, Part 6, Division 1 of the Revenue and Taxation Code for at least the minimum bid.
- b. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors, by Resolution:

- a. Authorize the Treasurer-Tax Collector to sell 47 specified tax defaulted properties as set forth in Attachment A-Monterey County Auction Listing (Attachment A) at public auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. or as a sealed bid sale pursuant to Chapter 7, Part 6, Division 1 of the Revenue and Taxation Code for at least the minimum bid.
- b. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

### **SUMMARY:**

In accordance with Section 3694 and 3698 of the California Revenue and Taxation Code, the Tax Collector is required to provide notice to and get approval from the Board of Supervisors to sell specified tax-defaulted properties, as set forth in Attachment A, at public auction or sealed bid sale for not less than the established minimum bid specified on each assessment. The requested action permits the Tax Collector to proceed, comply with State requirements for such sales, and provide the opportunity for the County to recover legitimate delinquent tax revenue.

### **DISCUSSION:**

The collection of delinquent property taxes requires the Tax Collector to offer for sale property upon which taxes remain unpaid. (California Revenue and Taxation Code Section 3692). The Tax Collector, after receiving authorization to sell from the Board of Supervisors, as laid out in Attachment B-Authorization to Sell Tax Defaulted Properties Resolution (Attachment B) must notify the California State Controller, all known lien holders of record, and the current property owner at the last known address, of the date of the impending sale and the minimum amount due to satisfy the property tax obligation.

If not redeemed, by paying all outstanding delinquent taxes, penalties, and costs before 5 p.m. the day before the sale is to begin, the Tax Collector will sell the property to the highest bidder. The monies, which are received from the sale of the properties, are deposited by the Tax Collector with the County

Auditor, and a deed to the property is awarded to the successful purchaser. Excess proceeds, if any, are then distributed to legitimate claimants according to their priority. Any property not sold will be held over for future sale.

Pursuant to Sections 3698.5 and 3692(e) of the California Revenue and Taxation Code, the Tax Collector has determined the minimum price at which each of the properties may be offered for sale. Attachment A identifies each property and reflects the minimum bid necessary to satisfy the individual property delinquent taxes and assessments plus costs, or the minimum bid deemed appropriate given unique circumstances applicable to the subject property. As indicated above, if any individual property does not sell, the Tax Collector may statutorily reoffer that property at a reduced minimum bid at the conclusion of the original sale or within a 90-day period.

The auction of the property listed on Attachment A will be conducted through the use of an internet sales program, that has been successfully utilized in the past, with a reduced cost and higher return to the County. The Tax Collector may also conduct a sealed bid sale if deemed appropriate by the unique attributes of the property, and/or where required by law.

**OTHER AGENCY INVOLVEMENT:**

The Auditor-Controller will provide for the apportionment of funds collected from the public auction or sealed bid sale, after the Tax Collector deposits monies to various receivable accounts. The Office of the County Counsel has reviewed and concurs with the recommendation as to form and legality.

**FINANCING:**

The County General Fund will benefit from this recommendation. The recommended process permits the recovery of overdue and delinquent property taxes that would otherwise not be recoverable. Typically up to fifty percent of the delinquent properties have the taxes paid prior to the sale, which results in general fund revenue to the County and other local jurisdictions who share in the tax collection formula.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The revenue generated from the Monterey County Treasurer-Tax Collector Public Auction Sale of Tax Defaulted Properties would promote and support the following Board of Supervisors Strategic Initiatives:

X Administration

Prepared by: Arturo P. Perez, Management Analyst, x.3083

Approved by: Mary A. Zeeb, Treasurer - Tax Collector, x.5015

Attachments:

Attachment A-Monterey County Auction Listing

Attachment B-Authorization to Sell Tax Defaulted Properties

**ATTACHMENT A**  
**Monterey County Auction Listing**

Item No.	Assessor's Parcel Number	Current Assessed Owner	Property Location	Type	Minimun Bid
1	003-652-002-000	Pacheco Filiberto Gutierrez & Cabrera Silvia H	414 Cabrillo Ave, Salinas	Land & Imps	\$9,050
2	004-083-018-000	Murillo Teresa	699 E Market St, Salinas	Land & Imps	\$38,650
3	004-163-005-000	Locatelli Bernice C & Henry J Locatelli	45 Myrtle Ct, Salinas	Land & Imps	\$17,700
4	004-434-015-000	Grady Janice Carson Est Of	539 Towt St, Salinas	Land & Imps	\$40,950
5	004-461-003-000	Rivas Dolores Correa Tr	732 Burke St, Salinas	Land & Imps	\$13,700
6	006-199-014-000	The Tamarind Group Inc	166 12Th St, Pacific Grove	Land Only	\$16,800
7	006-653-018-000	Mccarty Cheryl A	730 Hillcrest Ave, Pacific Grove	Land & Imps	\$43,100
8	007-584-010-000	Laughlin Hal	1111 Presidio Blvd, Pacific Grove	Land & Imps	\$21,050
9	009-041-056-000	Jimenez J Guadalupe Perez		Land Only	\$2,950
10	009-151-018-000	Logan Thomas J & Elizabeth Logan Rondelle Tr	Monterey St, Carmel	Land & Imps	\$22,900
11	013-081-046-000	Boucher Stephanie L		Land Only	\$95,200
12	016-293-005-000	Atnip Mildred E Tr	497 Woodside Dr, Salinas	Land & Imps	\$48,350
13	022-261-046-000	Leon Gasper G & Enriqueta, Salvador Cabral	620 Andalucia Dr, Soledad	Land & Imps	\$19,500
14	024-091-002-000	Muns Jimmy Ray Estate of	137 6Th St, Greenfield	Land & Imps	\$7,850
15	026-195-003-000	Martinez Rene C	308 Broadway St, King City	Land & Imps	\$22,700
16	030-122-011-000	Mercy Chaboya Estate of, c/o Emma Subia	10361 Mc Dougal St, Castroville	Land Only	\$77,850
17	030-184-003-000	Gugale Cornelia	11099 Salinas St, Castroville	Land & Imps	\$81,000
18	032-131-002-000	Eastern Presbyterian Church Of Monterey	476 Reservation, Marina	Land & Imps	\$44,900
19	113-172-016-000	Combs James N	271 Paul Ave, Salinas	Land & Imps	\$18,500
20	113-222-016-000	Sanchez Albert Daniel & Melissa Sue	19230 Locarno Way, Salinas	Land & Imps	\$8,650
21	127-011-003-000	Glenn Lola L TTE of Lola L. Glenn Tr, Bradshaw Ellen J	2331 San Miguel Cyn Rd, Salinas	Land & Imps	\$13,550
22	129-061-026-000	Martin Ronald L	17479 Castroville Blvd, Salinas	Land & Imps	\$5,500
23	153-583-007-000	Castro Lui Renteria	1127 Cobblestone St, Salinas	Land & Imps	\$9,900
24	189-371-020-000	Wilson Jacques H II	105 Calle De Quien Sabe, Carmel Valley	Land & Imps	\$44,850
25	241-321-012-000	Mayhew Rosanne Tr		Land Only	\$2,150
26	261-061-018-000	Locatelli Bernice C & Henry J	312 Boronda Rd, Salinas	Land & Imps	\$24,100
27	261-061-025-000	Locatelli Bernice C & Henry J	Boronda Rd, Salinas	Land Only	\$3,150
28	261-121-006-000	Conyers June E	436 Hyland Dr, Salinas	Land & Imps	\$17,200
29	261-317-001-000	Olmos Roberto	1707 Pescadero Dr, Salinas	Land & Imps	\$25,850
30	261-766-046-000	Esqueda Jesus	1893 Cherokee Dr #2, Salinas	Land & Imps	\$24,700
31	417-191-002-000	Novagold Intl Limited		Land Only	\$28,700
32	417-191-051-000	Novagold Intl Limited	8916 Stonewall Canyon Rd, Soledad	Land & Imps	\$87,600
33	417-191-053-000	Novagold Intl Limited		Land Only	\$63,300
34	417-191-054-000	Novagold Intl Limited		Land Only	\$42,700
35	417-191-055-000	Novagold Intl Limited		Land Only	\$17,150
36	417-191-056-000	Novagold Intl Limited		Land Only	\$17,250
37	417-191-058-000	Novagold Intl Limited		Land Only	\$39,850
38	418-051-015-000	Dodin Family Limited Partnership		Land Only	\$13,700
39	418-061-050-000	Armstrong Susanne Irvine Tr		Land Only	\$2,750
40	418-071-019-000	Crane Rudolph Evans		Land Only	\$2,400
41	418-071-060-000	Mustafa Khaled M		Land Only	\$3,050
42	422-101-056-000	Renslow James Joseph & Kelly Lynn Renslow		Land Only	\$8,500
43	423-051-030-000	Bertolano Patria A		Land Only	\$7,200
44	423-271-011-000	Johnston Holden	71410 Jolon Rd, Bradley	Land Only	\$14,650
45	423-301-004-000	Ross Robert M & Claudette C		Land Only	\$2,300
46	423-301-082-000	Rohrscheib Marion Kay (Est of) & Richard James (Est of)		Land Only	\$3,650
47	424-241-023-000	Lopez R Roland		Land Only	\$47,850

## Attachment B – Authorization to Sell Tax Defaulted Properties

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

### Resolution No.

A. Authorize the Treasurer-Tax Collector to sell 47 specified tax defaulted properties as set forth in Attachment A at public auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. for at least the minimum bid.  
B. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

### RECITALS:

WHEREAS, the 47 properties identified on Attachment A-Monterey County Auction Listing (Attachment A) are delinquent in the payment of legitimate property taxes and assessments; and

WHEREAS, California Revenue and Taxation Code section 3691 et. seq. permits the sale of tax defaulted properties at public auction to recover the delinquent property taxes and costs; and

WHEREAS, the County of Monterey Treasurer-Tax Collector has determined the individual minimum bids necessary to recover the delinquent property taxes and costs and has determined that the sale of the 47 specified tax defaulted properties at public auction via the internet would be the most appropriate method of recovering these taxes and costs; and

WHEREAS, in the event that any of the properties do not sell as part of the initial offering the County of Monterey Treasurer-Tax Collector should be authorized to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period to maximize the potential recovery of the delinquent amounts.

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors on behalf of the County and all citizens thereof, adopts the following:

A. The Treasurer-Tax Collector is authorized to Sell 47 Specified Tax Defaulted Properties as set forth in the attached Attachment A at public Auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. for at least the minimum bid.

B. The Treasurer-Tax Collector is authorized to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_\_ day of \_\_\_\_\_ by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

Dated:

File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy



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

**Resolution No.**

A. Authorize the Treasurer-Tax Collector to sell 47 specified tax defaulted properties as set forth in Attachment A at public auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. for at least the minimum bid.  
B. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

**RECITALS:**

WHEREAS, the 47 properties identified on Attachment A-Monterey County Auction Listing (Attachment A) are delinquent in the payment of legitimate property taxes and assessments; and

WHEREAS, California Revenue and Taxation Code section 3691 et. seq. permits the sale of tax defaulted properties at public auction to recover the delinquent property taxes and costs; and

WHEREAS, the County of Monterey Treasurer-Tax Collector has determined the individual minimum bids necessary to recover the delinquent property taxes and costs and has determined that the sale of the 47 specified tax defaulted properties at public auction via the internet would be the most appropriate method of recovering these taxes and costs; and

WHEREAS, in the event that any of the properties do not sell as part of the initial offering the County of Monterey Treasurer-Tax Collector should be authorized to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period to maximize the potential recovery of the delinquent amounts.

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors on behalf of the County and all citizens thereof, adopts the following:

A. The Treasurer-Tax Collector is authorized to Sell 47 Specified Tax Defaulted Properties as set forth in the attached Attachment A at public Auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. for at least the minimum bid.  
B. The Treasurer-Tax Collector is authorized to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_\_ day of \_\_\_\_\_ by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

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

Dated:

File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

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

**Resolution No.**

A. Authorize the Treasurer-Tax Collector to sell 47 specified tax defaulted properties as set forth in Attachment A at public auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. for at least the minimum bid.  
B. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

**RECITALS:**

WHEREAS, the 47 properties identified on Attachment A-Monterey County Auction Listing (Attachment A) are delinquent in the payment of legitimate property taxes and assessments; and

WHEREAS, California Revenue and Taxation Code section 3691 et. seq. permits the sale of tax defaulted properties at public auction to recover the delinquent property taxes and costs; and

WHEREAS, the County of Monterey Treasurer-Tax Collector has determined the individual minimum bids necessary to recover the delinquent property taxes and costs and has determined that the sale of the 47 specified tax defaulted properties at public auction via the internet would be the most appropriate method of recovering these taxes and costs; and

WHEREAS, in the event that any of the properties do not sell as part of the initial offering the County of Monterey Treasurer-Tax Collector should be authorized to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period to maximize the potential recovery of the delinquent amounts.

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors on behalf of the County and all citizens thereof, adopts the following:

A. The Treasurer-Tax Collector is authorized to Sell 47 Specified Tax Defaulted Properties as set forth in the attached Attachment A at public Auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. for at least the minimum bid.  
B. The Treasurer-Tax Collector is authorized to reoffer any unsold properties at a reduced minimum bid at the conclusion of the sale or within a 90-day period.

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_\_ day of \_\_\_\_\_ by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

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

Dated:

File Number: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy



# Monterey County

Item No.49

## Board Report

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

Legistar File Number: A 21-542

November 16, 2021

Introduced: 11/4/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of the Emergency Communications Department to sign Amendment #6 to the agreement with Everbridge, Inc. for mass notification software, adding \$88,850 for a revised contract total of \$780,368, and extending the term of the agreement for one year, retroactive to October 8, 2021, for a revised term of October 8, 2013 through October 7, 2022; and
- b. Authorize the Director of the Emergency Communications Department to sign up to three additional amendments to this agreement where the amendments do not exceed 10% (\$78,036) of the current contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Emergency Communications Department to sign Amendment #6 to the agreement with Everbridge, Inc. for mass notification software, adding \$88,850 for a revised contract total of \$780,368, and extending the term of the agreement for one year, retroactive to October 8, 2021, for a revised term of October 8, 2013 through October 7, 2022; and
- b. Authorize the Director of the Emergency Communications Department to sign up to three additional amendments to this agreement where the amendments do not exceed 10% (\$78,036) of the current contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

Through this agreement, Everbridge, Inc provides mass notification alerting and messaging software used for emergency and non-emergency alerting to the residents of Monterey County. In October 2013 the County selected Everbridge, Inc. through a formal solicitation process for this public alert and notification system. This software is used to send landline and cell phone notifications for emergencies and non-emergencies from the County Office of Emergency Service, Cities in Monterey County, and CSUMB. The Everbridge system is also used by County departments and cities for both emergency and non-emergency employee notifications.

The Everbridge system is a fully compliant Integrated Public Alert & Warning System (IPAWS) which allows for mass notifications to unregistered cell phones. Everbridge also includes Nixle, a proprietary opt-in texting/email delivery process and is integrated with all the mass notification alerting pathways (cellular, landline, email, social media, SMS texting, IPAWS (EAS and WEA)) into one single platform/user interface.

EverBridge, Inc. has been selected as the State-wide vendor for public notification services and the

County, through the Office of Emergency Services, has implemented the new State funded platform. This sixth amendment extends the term of the agreement for one year, with the option for the County to terminate upon 30-days' notice, to allow the County time to migrate contact data, fully test the new platform, and train all users within the County, the Cities and CSUMB.

The State funded system is functional and live, but this retroactive amendment to October 8, 2021 is needed because the implementation, data migration, and training took longer than anticipated. Nixle is not part of the State System and the Office of Emergency Services and participating agencies will evaluate if Nixle will be needed and may enter into a future agreement(s) for Nixle. Once the Office of Emergency Services has completed these final transitioning steps, the Department of Emergency Communications intends to terminate this Agreement.

OTHER AGENCY INVOLVEMENT:

The Everbridge System is operationally managed through the County Office of Emergency Services. The Emergency Communications Department holds the contract, budgets for the software, and collects the costs from the participating agencies.

County Counsel has approved this amendment as to legal form. The Auditor-Controller and Contracts/Purchasing have reviewed and approved this amendment.

The County of Monterey Office of Emergency Services has coordinated with the California Governor's Office of Emergency Services to implement the State funded Everbridge platform and is training users at participating jurisdictions throughout the County.

FINANCING:

Sufficient appropriations and estimated revenues in EME004 are included in the FY2021/22 Adopted Budget. The cost of this software is shared between all twelve cities in the County, CSUMB, and the County based on respective populations with the County Administrative Office, through the Office of Emergency Services, funding the County's share.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This contract meets the Board's Public Safety Strategic Initiative by providing a mass notification software to alert the residents of Monterey County of emergency and non-emergency incidents.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: John Vaught, Finance Manager, Ext 8883

Approved by: Lee Ann Magoski, Emergency Communications Director, Ext 8880

Attachments:

Original Agreement, Amendments 1-6



# Monterey County

Item No.45

## Board Report

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

Legistar File Number: A 21-542

November 16, 2021

Introduced: 11/4/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Agreement

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Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: John Vaught, Finance Manager, Ext 8883

Approved by: Lee Ann Magoski, Emergency Communications Director, Ext 8880

Attachments:

Original Agreement, Amendments 1-6



## **AGREEMENT BETWEEN COUNTY OF MONTEREY AND EVERBRIDGE, 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 EVERBRIDGE, Inc. hereinafter referred to as "CONTRACTOR."

### **SAMPLE RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10436) for TELEPHONE MESSAGING AND EMERGENCY NOTIFICATION SYSTEM, 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 # 10436 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10436. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

#### **AGREEMENT**

RFP # 10436 dated May 16, 2013, including all attachments and exhibits

CONTRACTOR'S Proposal dated June 27, 2013,

Exhibit A – Prequalification's (pgs. 18-19)

Exhibit B – Functional Requirements (pgs. 20-26)

Exhibit C – Technical Specifications (pgs. 27-35)

Exhibit D – Security Requirements (pgs. 36-38)

Exhibit E – System Specs – Mass Notification (pgs. 39-42)

Exhibit F – Pricing (pgs. 43-48)

Exhibit G – Q&A (pgs. 49- 50)

Exhibit H – Everbridge Additional Provision (pg. 51)

- 1.2 These documents are on file with the Contracts/Purchasing Division.

- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10436, CONTRACTOR'S Proposal, including all attachments and exhibits.
- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing Services (as defined below) under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **2.0 SCOPE OF SERVICE**

- 2.1 CONTRACTOR shall provide periodic security reviews and vulnerability assessments of CONTRACTOR's provided service and system.
- 2.2 To provide Telephone Messaging and Emergency Notification Systems to the County of Monterey. Per terms and conditions set forth within RFP 10436, proposal submitted by CONTRACTOR, Inc. to include addendum, attachments, and reference exhibits A – H (the "Service").

## **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence on October 8, 2013 through and including October 8, 2014, with the option to extend the AGREEMENT for four (4) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.

- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.
- 3.4 Termination for Convenience by COUNTY. County May terminate this AGREEMENT without cause at any time on thirty (30) days prior written notice; provided, however, that it shall not be entitled to a refund of any fees then due and owing.

#### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit F – Pricing, subject to the limitation set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$79,234.00 for year one of the contract and not to exceed the sum of \$73,550.00 for the optional renewal years.
- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of Services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.5 Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which COUNTY is responsible for paying, except for those relating to CONTRACTOR's income and any Federal Transportation Tax.

#### **5.0 INVOICES AND PURCHASE ORDERS**

- 5.1 Invoices for all Services rendered per this AGREEMENT shall be billed directly to the Department of Emergency Communications department at the following address:  
County of Monterey Department of Emergency Communications  
Attn: John Vaught – Administrative Services Assistant

1322 Natividad Rd.  
Salinas, CA. 93906

- 5.2 CONTRACTOR 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.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 INDEMNIFICATION

- 6.1 CONTRACTOR shall defend, indemnify and hold COUNTY harmless from and against any Claim against COUNTY, but only to the extent it is based on a Claim that the Everbridge Mass Notification Service directly infringes an issued patent or other IP Right in a country in which the Everbridge Mass Notification Service is actually provided to COUNTY. In the event CONTRACTOR believes any CONTRACTOR Technology is, or is likely to be the subject of an infringement claim, CONTRACTOR shall have the option, at its own expense, to: (i) to procure for COUNTY the right to continue using the Everbridge Mass Notification Service; (ii) replace same with a non-infringing service; (iii) modify such Everbridge Mass Notification Service so that it becomes noninfringing; or (iv) refund any fees paid to CONTRACTOR and terminate this Agreement without further liability. CONTRACTOR shall have no liability for any Claim arising out of (w) COUNTY Data or other COUNTY supplied content, (x) use of the Everbridge Mass Notification Service or Software (as defined on Attachment 1) in combination with other products, equipment, software or data not supplied by CONTRACTOR, (y) any use, reproduction, or distribution of any release of the Everbridge Mass Notification Service or Software other than the most current release made available to COUNTY, or (z) any modification of the Everbridge Mass Notification Service or Software by any person other than CONTRACTOR.

- 6.2 **LIMITATION OF LIABILITY.** Neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall CONTRACTOR's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by COUNTY to CONTRACTOR hereunder during the 12 month period prior to the event giving rise to such liability.

## **7.0 INSURANCE REQUIREMENTS**

### **7.1 Evidence of Coverage:**

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

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall 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.

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

### **7.3 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:

- 7.3.1 **Commercial general liability insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.



- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 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.
- 7.4 Other Insurance Requirements:
- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of Services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees

as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## **8.0 RECORDS AND CONFIDENTIALITY**

- 8.1 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 (as defined below) 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.

Definition; Protection. As used herein, “Confidential Information” means all information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all CONTRACTOR Technology, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party’s prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be CONTRACTOR’s Confidential Information.

8.2 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; provided, however, that any data archived on backup tapes in the ordinary course of business shall not be returned. CONTRACTOR shall destroy this archived data as soon as it is feasible but not more than 18 months after the end of the agreement. CONTRACTOR may destroy the data by fully overwriting or destroying the tape. CONTRACTOR is required to submit to County notice indicating how the data was destroyed, date, time, and location.

8.3 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.

8.4 Access to and Audit of Records: Once per calendar year, upon 30 days written notice, 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 (3) years after final payment under the AGREEMENT.

## **9.0 NON-DISCRIMINATION**

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of COUNTY except in the event that CONTRACTOR merges, is acquired by, or transfers substantially all of its assets.

CONTRACTOR agrees to provide COUNTY with notice of any such merger, acquisition or transfer within 30 days of its occurrence.

- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

### **11.0 CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S Services under this AGREEMENT.

### **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax-laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### **13.0 FORCE MAJEURE**

"Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT

for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

#### **14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

#### **15.0 TRAVEL REIMBURSEMENT**

Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

#### **16.0 EMERGENCY SITUATIONS**

CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.

County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

#### **17.0 BACKGROUND CHECKS**

CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

17.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

17.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

17.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

## **18.0 WARRANTY BY CONTRACTOR**

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

NEITHER CONTRACTOR NOR ITS LICENSORS WARRANT THAT THE EVERBRIDGE MASS NOTIFICATION SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE EVERBRIDGE MASS NOTIFICATION SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **19.0 ACCESSIBILITY**

CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

## **20.0 DAMAGE**

The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

## **21.0 PROTECTION OF PUBLIC**

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

## **22.0 GUARANTEE OF MALWARE-FREE GOODS**

All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

## **23.0 INTELLECTUAL PROPERTY RIGHTS**

All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by



CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.

For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.

Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

## 24.0 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  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

**TO CONTRACTOR:**

Everbridge, Inc.  
Attn: Cinta Putra  
500 N. Brand Blvd.  
Glendale, CA. 91203  
Tel. No.: (818) 230-9700  
FAX No.: (818) 484- 2299  
Email: [cinta.putra@everbridge.com](mailto:cinta.putra@everbridge.com)

## 25.0 LEGAL DISPUTES

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.

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.

Subject to Section 3.3, CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

#### Additional Provisions

The Additional Provisions attached hereto as Attachment 1 are hereby incorporated into and made a part of this Agreement as though set forth in full.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

  
Contracts Purchasing Officer

Dated: **SEP 27 2013**

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

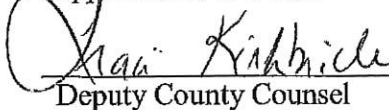
Dated: **9-27-13**

Approved as to Liability Provisions:

Risk Management

Dated:

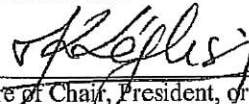
Approved as to Form:

  
Deputy County Counsel

Dated: **9-27-13**

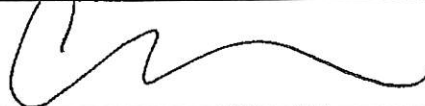
County Board of Supervisors' Agreement Number:

CONTRACTOR

By:   
Signature of Chair, President, or  
Vice-President

Marie-Laure Leglise, Vice President of Finance  
Printed Name and Title

Dated: **09/25/2013**

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

Cinta Putra, Chief Financial Officer  
Printed Name and Title

Dated: **09/25/2013**

**A-12565**



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

## Exhibit A- Pre-Qualifications



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### **Section 2—Pre-qualifications**

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements, if required.

Everbridge is qualified and has introduced publish notification functionality to deploy messages by authorized clients to WEA (formerly IPAWS-CMAS). Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the publish to WEA as a deployment option – or simply target WEA separate from any other target population.

When sending to WEA, additional fields are required (and specified) by FEMA to successfully launch the message. These fields include the Sender Agency Name (text), Event Name (dropdown), Message Status (dropdown), Message Type (dropdown), Message Category (dropdown), Urgency (dropdown), Severity (dropdown), Certainty (dropdown), Expiration Date (date field), Region Code (text), and the Message to the Public (text, max 90 characters). All fields and specifications are designated by FEMA. Once all elements have been provided and the message is sent, the Everbridge system sends a CAP-formatted message to the WEA gateway on the client's behalf to notify the public within their outlined jurisdictional areas.

Everbridge also provides a training mode for WEA notifications whereby clients may train their message initiators on the usage of the WEA functionality without actually sending a message to the WEA gateway.

**Note:** Approval for the use of WEA is conducted by FEMA.

Prospective CONTRACTORs must demonstrate that their proposed service, including all software, is capable of sending and receiving CAP (Common Alerting Protocol) Version 1.2 messages via the IPAWS-Open Platform. Proposed service shall be capable of sending and receiving messages through the same user interface that is used to generate TENS (Telephone Emergency Notification System) messages both in production and training modes.

Yes, Everbridge is able to demonstrate the deployment of CAP-formatted messages to WEA (CMAS) at any time. We maintain both the ability to utilize WEA in a real event (for authorized clients) or in a training mode.

Should clients desire further integration with CAP, Everbridge provides JSON based RESTful API structures to launch notifications based on any CAP message generated within the client environment. These APIs allow clients a great level of flexibility when integrating with internal systems and achieving integration points with Everbridge (for notification launches or contract management) that are not out of the box functionality. Additional details regarding available integration options and our APIs is available as part of the final selection process and under NDA.



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Prospective CONTRACTOR's proposal shall state:

- Date that CONTRACTOR'S proposed service became IPAWS compliant

Everbridge integrates with the CMAS dissemination channel within the IPAWS platform (June 2013). Furthermore, Everbridge is CAP 1.2 compliant (Everbridge began testing in Spring 2012; compliance was achieved in October 2012). However, we do not comply or support all dissemination channels of IPAWS today.

- The full IPAWS capability will be maintained through the life of any service contract and;

To the extent of the current services outlined above, Everbridge will be maintaining this functionality for our clients in future generations of the system. Furthermore, Everbridge will be continually enhancing this functionality as client needs demand or as new generations of CAP are released. Additional information regarding potential future enhancements is not available at this time.

- That CONTRACTOR will update proposed service in a timely fashion and at no cost to County to maintain compatibility with newer versions of the Common Alerting Protocol should the Federal Management Agency create a version to succeed Version 1.2 of the CAP.

Yes, please see the previous Everbridge response.

Exhibit B – Functional Requirements



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**RFP Appendix A—Functional Requirements**

#	FUNCTIONAL REQUIREMENTS	Response			COMMENTS
		C	N	A	
	<b>General Requirements</b>				
1	CONTRACTOR must state and demonstrate upon request that their system meets Minimum Standards for Emergency Telephone Notification Systems, Document 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.	X			Everbridge complies with and meets Minimum Standards for Emergency Telephone Notification Systems, Document 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.
2	Must support an Application Programming Interface (API) that allows for automatically adding, updating, and removing of users. API must also support custom user fields, subscriptions, and delivery methods.	X			Everbridge has a RESTful API that uses a HTTPS connection to transfer data in real time if desired. Everbridge's Contact API allows clients to integrate our contact record management functionality with existing backend data systems such as LDAP, Active Directory, PeopleSoft, Oracle, Banner, and other SIS platforms. All data fields including custom fields, subscriptions and delivery methods can be imported through the API.
3	Must support the ability for administrators to manually add, edit, and delete message recipients from the system without CONTRACTOR intervention.	X			Monterey County will have full ability to manually manage their own data. No contractor intervention is required for administration of the system.
4	Must include a mechanism to track which user made changes, when changes were made, and include a detailed list of changes.	X			Everbridge maintains a log regarding changes made to the system. All uploads are fully logged showing when changes were made, who made the changes, including a full list of the changes made.
5	Activations do not require CONTRACTOR intervention, such as an operator.	X			Everbridge is accessible through a web portal, mobile application, or web portal. There is no action necessary from Everbridge to broadcast a message. This is completely managed by the county.
6	Must allow users to search for pre-loaded campaigns, maps, and messages using dynamic key word search; searching should not require exact name.	X			Everbridge supports notification templates that can include preloaded messages and settings including mapping settings.



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				dynamic filters, and searches. Everbridge supports "begins with" and "contains" searches that will help produce the desired data.
7	Must be able to generate notifications to listed and unlisted telephone numbers.	X		Everbridge can reach any phone number including phone numbers that require an extension.
8	Must accept a monthly upload of MSAG data provided by County. CONTRACTOR must sign nondisclosure agreement.	X		Everbridge can accept uploads of data at any interval. Everbridge will sign a NDA after review from our legal department, this is a common request and generally does not represent a hurdle to implementation.
9	Must be able to send all messages in multiple languages.	X		<p>Everbridge also supports Text-to-Speech messaging in a foreign language (ability to type a message in a foreign language and have that message delivered in the language with correct message prompts and pronunciation). Everbridge supports the following 13 distinct languages today:</p> <ul style="list-style-type: none"> <li>• Danish</li> <li>• English (U.S and U.K)</li> <li>• French</li> <li>• German</li> <li>• Italian</li> <li>• Japanese</li> <li>• Norwegian</li> <li>• Portuguese</li> <li>• Russian</li> <li>• Spanish (Europe and Latin American)</li> <li>• Swedish</li> </ul> <p>These languages are available at no additional cost. Translating services are not provided due to the types of errors that automatic translations can make (the building is hot vs. the building is on fire). Professional translations should be used for all messages sent.</p>



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10	Must be able to initiate sessions, activate saved messages, and create new messages from IOS and Android mobile devices as well as Windows and Mac desktop computers.	X		Any authorized user (admin based on permissions) who has internet access can launch a notification from an internet browser. In addition Everbridge has developed a solution to support any Smartphone device called the Everbridge Mobile URL. This Mobile URL can be launched from any web connected device allowing an administrator the ability to deploy a notification quickly and easily from a wide variety of non-standard devices. In addition, Everbridge has developed a series of mobile Apps for IOS and Android devices.
11	Interface must be simple, intuitive, and user friendly.	X		Using the Everbridge system, the entire message creation process is completed in a single screen and is pre-set with default preferences, expediting the time to broadcast a message while reducing human errors. For maximum efficiency, both text messages and voice messages can be created and delivered via the same broadcast. All default settings are controlled by your administrator and do not require vendor assistance. The system was designed to be intuitive and user friendly, ensuring easy message creation.
12	User shall be given the option to record a message at the time of activation (on the fly) or to use a previously recorded message.	X		Everbridge supports the following methods to record a live voice: <ul style="list-style-type: none"> <li>• Record a new message via phone or with a microphone connected to the PC</li> <li>• Call in with a telephone and record a message</li> <li>• Select a pre-recorded voice message</li> <li>• Upload a .WAV file from your computer</li> <li>• Record directly on your mobile phone via our</li> </ul>



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					Mobile Member application In addition to including a text-to-speech (TTS) engine which can be used with any notification, Everbridge holds US Patent # 8,149,995 covering the use of text to speech in a notification.
13	All system functionality and components available to users must be utilized through a single application; a single user interface.	X			Everbridge has designed the system to make all functions accessible to account administrators through a single interface portal. This simplifies system management for administrators.
14	Must provide simple, online registration for citizens.	X			The Member Portal is a full self-serve registration and opt-in interface largely under the direct design control of the Client. It is easy to collect opt-in information through this portal.
15	Must provide campaign tracking and time stamp database storage of sent messages for reporting.	X			Everbridge logs every messages sent from the notification platform. This includes a time stamp and tracking for each message.
16	Must be capable of answering machine detection and ability to leave a message.	X			Everbridge can determine whether a phone is answered by a live recipient or an answering machine. This result is logged and will result in the system leaving a message if configured to do so.
17	Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content.	X			Everbridge allows a message to be easily resent. In this process you can use the same or different recipients (even targeting those that responded or didn't respond to a previous message). The message content can also be adjusted in the case of an update to a situation (update to an incident, all clear, etc.)
18	Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content. (This is a repeat of # 17 above.)	X			Everbridge allows a message to be easily resent. In this process you can use the same or different recipients (even



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				targeting those that responded or didn't respond to a previous message). The message content can also be adjusted in the case of an update to a situation (update to an incident, all clear, etc.)
19	Must be able to schedule a notification for a future date and time of delivery.	X		Everbridge allows you to schedule a notification for a time in the future, or to set a recurring broadcast that will occur daily, weekly, monthly, or yearly.
20	Call recipients must be able to replay the message multiple times.	X		Everbridge allows recipients to replay a message after listening to it.
21	Must be able to select geographic areas on an online map in which notifications will be sent.	X		Everbridge has an integrated GIS platform that allows recipients to be selected geographically.
22	Must be able to edit and save a geographic area for future notification.	X		Everbridge allows you to draw, edit and save a geographic area for notification. These areas can be utilized in the future and can be stored in a catalog of shape files.
23	Must be able to exclude individual address(es) from geographic notifications.	X		Everbridge allows an address or subset of addresses to be excluded from a specific notification.
24	Must allow delivery of location only based notifications.	X		Everbridge enables notifications to target contacts based on individuals, groups, rules, or the map. Each can be used in combination with each other or completely independently. This allows delivery based on location only.
25	Must be able to restrict user access to send messages based on jurisdictional areas.	X		Everbridge allows you to restrict user access on a number of criteria. This includes static groups or dynamic groups that are defined as part of the contact management and user roles definitions.
26	The notification system has to provide the means to deliver messages to all devices including: IPAWS, landline, wireless, e-mail, SMS/MMS, and alpha and numeric pagers.	X		Everbridge supports multiple delivery methods for every message that is sent. Everbridge uses a rotational methodology that will seek a confirmation from the individual by





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					systematically working through the stored contact paths for each person.
27	Must utilize existing shape files for display and notification as well as accept uploads of new GIS files.	X			Everbridge allows shape files to be imported from standard ESRI (SHP/ZIP) or Google (KML) formats.
28	Residents, employees, and constituents must be able to register/add/edit up to five additional persons, such as parents, siblings, spouses, to their account.	X			Everbridge supports potentially an unlimited number of opt-in registrations through our member portal. Each citizen can register up to five addresses and as many contact paths as allowed by your settings.
29	Must not allow individuals to opt out of future emergency notifications.	X			Everbridge gives administrators full control of the notification system. If desired, it is possible in the member portal to prevent information from being removed.
30	Must allow individuals to opt out of non-emergency notifications.	X			Everbridge allows administrators to easily manage subscriptions, this can include the ability to give subscription preferences that include non-emergency notification types.
31	Notifications must include a programmable callback number that allows for up to ten (10) digits but will accept as few as three (3). (e.g., 911)	X		X	Everbridge allows customers to customize the ten digit caller ID that is sent for every notification. A three digit number such as 911 is not accepted for a number of reasons. One major one is that when a person misses a call as a matter of habit they will quickly call it back. This can put undue stress on your 911 operators and cause mass confusion in an already stressful time. Everbridge would be happy to share a decade of experience and best practices for messaging including caller ID and callback number strategy.
32	E-mail notifications shall be able to include attachments (drawings, maps, lists, etc.). Define any limitations and exceptions.	X			Everbridge allows up to five file attachments of 1MB each to be attached to a notification. There are no restrictions on the file type.



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33	Must allow for the import and export of all message information in a common format. (CONTRACTOR to specify available formats.)	X		Everbridge allows you to use the API to populate message content if desired. Our API utilizes a RESTful JSON based protocol. Message information can be exported through our reporting functionality as a PDF, CSV file, or also through our API.
34	Must include 24/7/365 toll-free, immediate, CONTRACTOR operated technical support phone number for County and other users staffed by on-duty technician who can send messages on our behalf in both English and Spanish.	X		Everbridge has a staffed 24/7/365 toll free support center that is operated by employees. The support center is available to assist with sending notifications if the web interface is not accessible. We do have a linguistically diverse support team, and members have the capability of sending a message in any language supported by our system. It should always be noted that messages should be approved by a native speaker prior to sending the message to prevent confusion.
35	Easily accessible descriptions of data fields in notification entry screen.	X		Everbridge has built in help and support that describes each of the fields of a notification. Our system is designed and built in an intuitive way to ensure easy message creation and sending.
36	Must allow for daily uploads of population data.	X		Everbridge allows for uploads at any interval. This could be anything including weekly, daily, or hourly uploads. Additionally a full contact integration can ensure a live 1-to-1 match of data in your system and the Everbridge system.
37-50	Functional Requirements 37-50 are blank.			

Exhibit C – Technical Specifications



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**RFP Appendix B—Technical Specifications**

#	TECHNICAL SPECIFICATIONS	Response			COMMENTS
		C	N	A	
	<b>General Requirements</b>				
1	Must provide a test environment and test plan.	X			Everbridge can provide a live test environment that can be populated with contact information within a test group. This live test system only differs in the contact database and is a true representation of the environment that administrators will access. Everbridge is willing to help develop a test plan that will ensure the county is prepared to go live.
2	Must do quarterly (or better) updates to GIS mapping.	X			Everbridge subscribes to cloud based mapping services from ESRI, Google and Bing. These systems are updated continuously as changes and additions are made to maps.
3	Must be CONTRACTOR hosted; SAS70 Software as a Service model is required.	X			Everbridge operates exclusively as a SaaS. Our application runs on SOC 2 Tier IV datacenters and has a plan for redundancy failover in the event of a disaster.
4	Must not require on-site hardware.	X			Everbridge requires no on-site hardware or software to be installed. Everything is maintained by Everbridge.
5	Must not require any integration with on-site software or hardware (excluding Web browser).	X			The Everbridge user interface only requires a web browser. There is no specialized software or hardware required to access the system.
6	Must be 100% IPAWS Functional – See Section 7.1 for additional detail.	X			Everbridge complies. Everbridge is certified as a gateway for IPAWS/CMAS. Authorized clients, such as government entities, will need to provide their CUG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by



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					<p>FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the Publish to IPAWS/CMAS as a deployment option - or simply target IPAWS/CMAS separate from any other target population.</p> <p>When sending to IPAWS/CMAS, additional fields are required (and specified) by FEMA to successfully launch the message. These fields include the Sender Agency Name (text), Event Name (dropdown), Message Status (dropdown), Message Type (dropdown), Message Category (dropdown), Urgency (dropdown), Severity (dropdown), Certainty (dropdown), Expiration Date (date field), Region Code (text), and the Message to the Public (text, max 90 characters). All fields and specifications are designated by FEMA. Once all elements have been provided and the message is sent, the Everbridge system sends a CAP-formatted message to the IPAWS/CMAS gateway on the client's behalf to notify the public within their outlined jurisdictional areas.</p> <p>Everbridge also provides a training mode for IPAWS/CMAS notifications, whereby clients may train their message initiators on the usage of the IPAWS/CMAS functionality</p>
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				without actually sending a message to the IPAWS-CMAS gateway.
7	Must have CMAS capability independent of IPAWS as soon as technology is available in County's area.	X		See response 6.
8	Must be capable of storing contact information of 1 million individuals.	X		Everbridge complies. Customers such as the state of Connecticut and the City of Boston have over 1 million contacts.
9	Must be capable of processing simultaneous activations without call lists being placed into queue for later delivery.	X		Everbridge can send multiple notifications simultaneously to different audiences. The system will not require one broadcast to be completed before the other one begins. Both notifications will occur at the same time.
10	Must be able to send messages via TDD/TTY without the aid of a relay operator.	X		Everbridge fully supports TDD/TTY.
11	Must be able to set TDD/TTY as a global default.	X		TDD/TTY can be set as a default delivery method.
12	Must be provided through a service supported by back-up operations geographically separated and redundant architecture (alternate hosted facility).	X		Everbridge maintains an active-active infrastructure. The redundant infrastructure ensures that the system is available even in the event of a failure. The datacenters are in geographically diverse locations ensuring that a regionalized disaster will not prevent us from sending messages.
13	Must make data available to the County at all times.	X		All data stored in the Everbridge system is continuously available to the county.
14	Must allow County to be able to access and modify data at any time.	X		County administrators can log into the Everbridge system and manage data and settings at any time.
15	County must retain ownership of data; data must be returned to County upon termination of contract.	X		Everbridge will not hold your data hostage if you ever decide to terminate our contract. The county will have a set period to export the data, after this it will be



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					purged from the system and overwritten or destroyed in line with our data destruction policies.
16	Must retain in progress work after a system timeout due to user inactivity or connection failure.	X			All data in the Everbridge system is stored on our datacenters. Logging out of a workstation or losing connection will not cause any saved work to be discarded.
17	Database must be searchable by any field (phone number, name, street, city, ZIP code, etc.)	X			Everbridge provides an advanced search capability that allows you to search any piece of data that is in the contact database.
18	CONTRACTOR must provide and host a sign-up page. Smartphone app for citizen signups is a desirable feature.	X			Everbridge maintains a member portal that allows for citizen signups. The page is fully accessible from smartphones through the web browser. Everbridge has a recipient application built to receive messages.
19	County must be able to query on any field/fields in the database.	X			Everbridge provides an advanced search capability that allows you to search any piece of data that is in the contact database.
20	Must have customizable fields in the database.	X			Everbridge allows for an unlimited number of custom fields in the database. These fields can contains items such as subscriptions, special needs, specialized skills, and response teams.
21	Must be capable of generating reports of who was contacted, and who was not contacted.	X			Everbridge has a rich advanced reporting feature that allows all fields in the member database and notification history to be used to generate a report. This includes the request of finding who confirmed or didn't confirm a notification.
22	Must be able to provide on-screen reports of all notifications.	X			Everbridge provides on screen reporting of notifications. All notifications can be examined in the user interface. Real-time information is collected in the interface, allowing you to monitor results and to



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				send follow up information to the appropriate audience at the appropriate time.
23	Maps, databases, saved messages, and reports must remain saved and available on the application until contract is terminated.	X		Everbridge stores up to 18 months of data directly in the user interface. Reports can be exported at any time to contain all data regarding a notification.
24	Full system functionality shall be available to County during all testing and upgrades.	X		Since Everbridge maintains an active-active infrastructure, it is possible for us to perform system upgrades while the system remains online. We can achieve this by upgrading a single datacenter while another handles system load.
25	CONTRACTOR shall ensure that all data is retained, and if necessary, reloaded after any hardware or software upgrades.	X		Everbridge performs all system maintenance, handling the database, upgrades and migrations. This process is seamless and invisible to our customers.
26	Reports must be downloadable in Excel or other common format.	X		Everbridge allows reports to be exported in CSV, Excel, PDF and JSON formats.
27	Reports must be searchable by date range and/or specifics: last 30 days, 7 days, etc.	X		Everbridge provides a near infinite number of filters that can return only the information desired. This can be a date range, type of message, specific content, etc.
28	Reports must be searchable by user (who sent the message) or location of the message.	X		This is a field that can be utilized in the custom reporting within the Everbridge system.
29	Reports must include: Success percentage and the actual number (and define what makes it a "success") as well as failures by percentage and actual number (define failure: network error, busy signal? Etc.). Include the number or count of each type of service: landline, cellular, text, etc.	X		Everbridge provides all this information in addition to the number of each type of contact and their response path. Everbridge considers a "success" as a confirmation of receipt. This is more than reaching a number or an answer machine. A confirmation requires an actual action by the recipient. This will be a response via email or SMS, or a key press





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					on a phone call. This ensures we have reached an actual contact, and not just placed a successful message.
30	Reports must include: start and stop time, type of message or subject of message, size of the message, success of each service type, who initiated the message.	X			Everbridge includes all this in our reporting functionality. This is just the beginning as we can reference any field in the member database or notification history. Everbridge has a dynamic fully featured reporting engine that ensures you can document your history.
31	Must be able to download report into file of last (specific number of) activations with basic information in a readable format (Excel, Access). Executive Summary reports as well as detailed report levels.	X			Everbridge Mass Notification is capable of tracking message delivery and acknowledgment of receipt. All reporting information is available in real time, as it is collected from the target recipients. Reports are available in HTML, PDF, and CSV formats.
32	Must be able to generate reports by activations by user, location, and/or date.	X			Everbridge provides several levels of real-time reporting. First, our Dashboard provides high level graphical reporting for both in progress and historical notifications. Second, after launching any notification, the Active Notification/Notification History tab is displayed which provides additional graphical high level reporting details for any notification campaign launched. These reports can be investigated further to determine all notification options configured, summary status information (confirmation by status and path) and full delivery details. This information is exportable in CSV and PDF formats. Finally, our Ad-Hoc Reporting provides custom





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				reporting whereby clients have the ability to define the reports as they see fit. This includes the selection of data fields to include, filtering options, export options (HTML, CSV, PDF), and the ability to save reports for later use.
33	CONTRACTOR reports must include at a minimum: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.	X		Reports can be customized to determine all notification options configured, summary status information (confirmation by status and path) and full delivery details.
34	Can query the database on any field, or any combination of fields, in the database to create lists.	X		Ad-Hoc Reporting provides custom reporting whereby clients have the ability to define the reports as they see fit. This includes the selection of data fields to include, filtering options, export options (HTML, CSV, PDF), and the ability to save reports for later use.
35	Must be able to throttle messages to at variable rates. Please describe.	X		To help ensure notifications are received by the target recipients, Everbridge designed a truly rotational contact methodology which leverages multiple contact delivery paths such as telephone calls, native SMS, IM, and e-mail (and many more). This provides a natural call throttling ability. The system will rotate through each target recipient's devices, individually, and seek confirmation. Once confirmation is received, it is registered with the Everbridge system and no further notifications are deployed to that contact. However, if the contact does not confirm, the Everbridge system rotates to the next available device for the target recipient and attempts to contact them



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			<p>again, seeking confirmation. This process continues until the contact confirms or until the broadcast duration and/or contact cycles have expired.</p> <p>The rotational contact methodology further allows the Everbridge system to automatically handle the "last mile" issues by simply side-stepping any congested or non-available network(s) and attempting to contact the target recipient on their next available device (potentially on a different network or using a different technology entirely). In addition, this system of rotating through multiple contact paths provides an inherent throttling capability that not only increases reliability of communication streams but also reduces overall congestion on various carrier networks.</p> <p>Finally, for those clients who understand limitations in their internal voice infrastructure (such as a limited number of phone lines available in an office space with a large amount of people), Everbridge offers client definable broadcast throttling capabilities. This allows clients to fully define an unlimited number of global dialing string, and when Everbridge places any calls to these "dialing patterns", the volume of calls simultaneously placed will be throttled based on the client's defined maximum. If a telephone number dialed does not meet the defined</p>
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				<p>throttling pattern, a default throttling volume can be used as a "fall back" - or throttling may be skipped altogether.</p> <p>This blend of rotational delivery and our global throttling flexibility provides our clients with high degrees of flexibility when handling diverse notification target environments and this functionality is not available in any other product on the marketplace.</p>
36	Data of any kind (maps, campaigns, citizen data, reports, saved messages, etc.) must never expire or be removed from the system for any reason by CONTRACTOR without explicit instruction by County until termination of Contract.	X		<p>Maps, citizen data, reports and notification templates do not expire and will not be removed from the system without County Administrator interaction. Notification history is maintained in the system for 18 months.</p>
37-46	Technical Specifications 37-46 are blank.			

Exhibit D – Security Requirements



County of Monterey  
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**RFP Appendix C—Security Requirements**

#	SECURITY REQUIREMENTS	Response			COMMENTS
		C	N	A	
1	Data must be hosted offsite on secure SSL v3 or higher servers.	X			<p>The SOC Type-II datacenters utilized by Everbridge for the ACT-SaaS production environment provide reliable, secure, and scalable services. Security controls include:</p> <ul style="list-style-type: none"> <li>• On-site security personnel 24/7/365</li> <li>• Indoor and outdoor video surveillance</li> <li>• Automated alarm systems</li> <li>• Employee access controls</li> <li>• Biometric scanners</li> <li>• Security escorts to and from cage or rack</li> <li>• Physical bag search (e.g. purses, etc.)</li> <li>• Laptop computer restrictions and registration</li> <li>• Property passes for removing or introducing hardware</li> </ul>
2	Denote the location where the data will be stored and if it will be replicated elsewhere.	X			<p>Everbridge uses top-tier Century Link CyberCenters that are located in Burbank, CA and Denver, CO. The data centers are maintained in an Active-Active configuration which means that data is continuously replicated between the two, maintaining our multiple data centers in sync with one another.</p>
3	Encrypted username/password with firewall protection. Multifactor authentication recommended for County Administrators.	X			<p>Everbridge requires a 256-bit HTTPS connection to access the platform. All connections are authenticated with a valid username and password.</p>
4	Server must use logging.	X			<p>Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components,</p>



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				<p>within all tiers of the ACT-SaaS infrastructure. The monitoring tools consist of both network based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team. We do not share additional internal system performance information/metrics or client deployment information with any outside party to maintain confidentiality.</p>
5	Denote who will have access to the data.	X		<p>Everbridge employees with backend data system access are granted only the access that they need for a specific purpose. Users are always given the least access that is needed for a specific task. Operating system accounts and platform accounts require changes every 90 days.</p> <p>Account administrators will control who is given access to the system. In some cases this may include Everbridge employees with training or set up roles in the system. These employees may be implementation specialists, trainers, and account managers. County Administrators will control all other Users and their permissions.</p>
6	Product shall support HTTPS.	X		<p>Everbridge requires a 256-bit HTTPS connection to access the platform.</p>



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7	List controls in place to ensure the safety of stored data. Monitoring by CONTRACTOR for unauthorized activity and timely notification of potential data security breaches; regular security reviews and vulnerability assessments as part of Service Agreement.	X		Everbridge constantly reviews all aspects of the ACT-SaaS infrastructure to ensure that the system monitoring, intrusion detection, and audit logging capabilities are meeting the current security challenges in the marketplace. Should the on-call support team become aware of a breach or issue on the internal Corporate or SaaS network, Everbridge is able to quickly disable any part or the entire infrastructure.
8	Ensure backup of data is not commingled with other customers' data.	X		Everbridge contracts with industry leader Iron Mountain for off-site backups. Prior to transport all client data is encrypted and stored on barcoded media. The media is transported by bonded carriers in locked containers. The media is offloaded inside Iron Mountain's secure warehouse for storage.

## Exhibit E – System Specs - Mass Notification

### Mass Notification

### Overview

Everbridge Mass Notification enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system keeps everyone informed before, during and after all events whether emergency or non-emergency. Discerning customers choose Everbridge Mass Notification for its robust analytics, GIS capabilities, flexible, customizable contact management system and a unique "globally local" approach that makes it simple to notify or manage contacts and/or manage contact data across multiple distributed data stores from a single access point.

- Citizen Protection and Life Safety
- Emergency Response and Management
- Continuity of Operations
- Developing Your Notification Program
- Power outages

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#### ANTICIPATE, TARGET, COMMUNICATE

- + Intelligent, personalized message delivery is about targeting the individual and not the device. Escalation follows the order of contact preference designated by the recipient and stops once the recipient confirms receipt.
- + GIS-based message targeting to quickly and easily send messages to recipients in a specific geographic region defined by zip code, street address, radius from a specific point, or other attribute. Specify a location with user-friendly drawing tools or even upload shapefiles from other applications for on-the-fly notifications to targeted geographic areas.
- + Support for up to 13 contact paths is included, providing flexibility in broadcasting messages to virtually any communications device, including desktop alerts, in addition to supporting escalation workflow throughout the organization.
- + Build events for one-click sending during incidents. Set up notification templates with pre-determined contact lists and pre-defined messages for faster communications in a crisis.
- + Quickly resend notifications to recipients, or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- + Flexible call-throttling capabilities empower system administrators to configure rules based on their infrastructure's capacity.
- + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.
- + Web Posting allows notifications to automatically be published to systems such as: Public Websites, Intranets, Internal Systems, and Social Media.

#### ADVANCED MOBILITY AND CONNECTIVITY

- + Bring the power and security of communications and incident management to mobile devices everywhere, even under adverse network conditions.
- + Support for multi platform smart phones and tablets including Apple® iOS and Android™ devices are provided.
- + Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- + Send notifications with a multiple-choice question with up to nine different responses or "I'm OK" citizen wellness information.

#### GLOBAL READY

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Multilingual text-to-speech capability enables you truly to localize communications.

- + Globally local call routing increases the delivery speed and volume of voice notifications; your global calls will be initiated using providers that are local to the call recipient.
- + Customized global caller ID enables you send a single notification anywhere in the world with a caller ID can be customized per country and is local and familiar to the call recipient.
- + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- + An organization with multiple, distributed data stores does not need to do anything special in order to access or manage this contact data or notify contacts. A unified access point makes the location of data transparent to the user.
- + Designed to meet the highest standards for regulatory requirements and handling of PII worldwide, including encryption of data at rest, if needed.

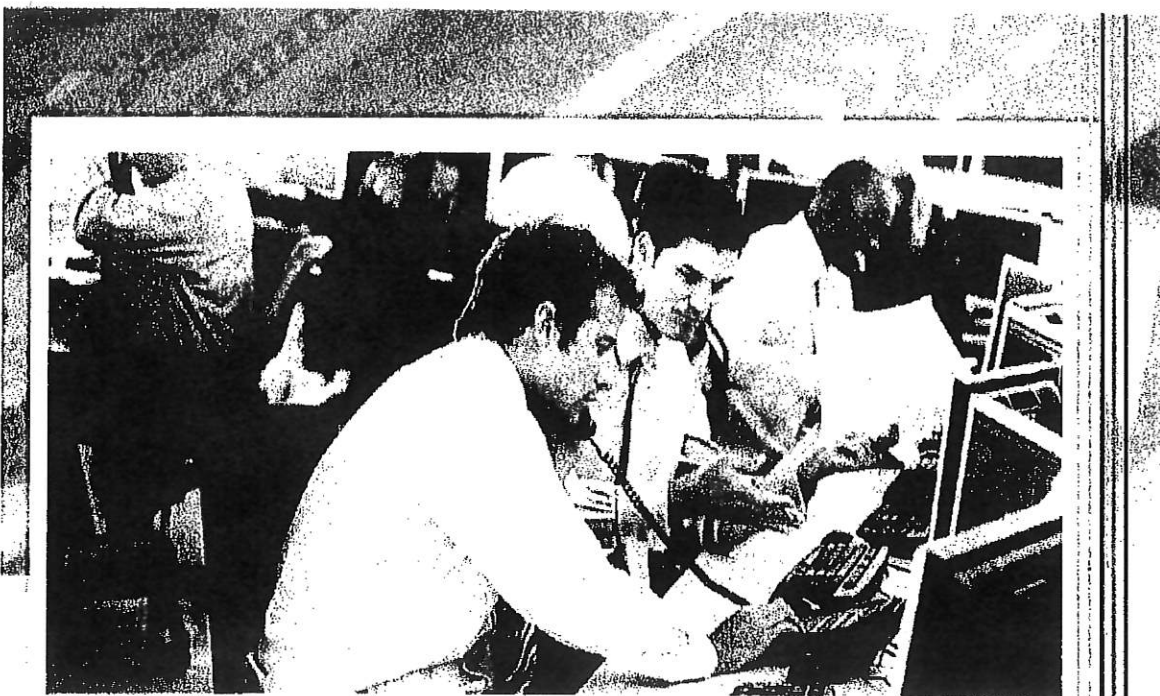
#### GEO-INTELLIGENT TOOLS

- + Save and organize critical and often-used shapes and boundaries to improve communication speed and accuracy.
- + Create or import regions for one-time use or categorize and store to the Region Library for reuse later.
- + Dynamic search, filtering and targeted alerts allow you to view the locations of special needs populations, subscribers to specific alert types, fire districts, police stations, and more.
- + Load, geo-code and manage contact data within a single interface and in real-time.
- + Search address, location or point of interest and exclude contacts based on location or other attributes.

#### FLEXIBLE, CUSTOMIZABLE CONTACT MANAGEMENT

- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Update groups and custom fields without compromising information from HR systems.
- + Organize and categorize contact data in a way that is meaningful to your organization.
- + Search or filter contacts on any attribute or combination of attributes within the contact's profile.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores from a single access point.
- + Data can be populated from several sources and geo-coded. 911 data can be kept separate for emergency-only usage.





#### REPORT, ANALYZE, UNDERSTAND

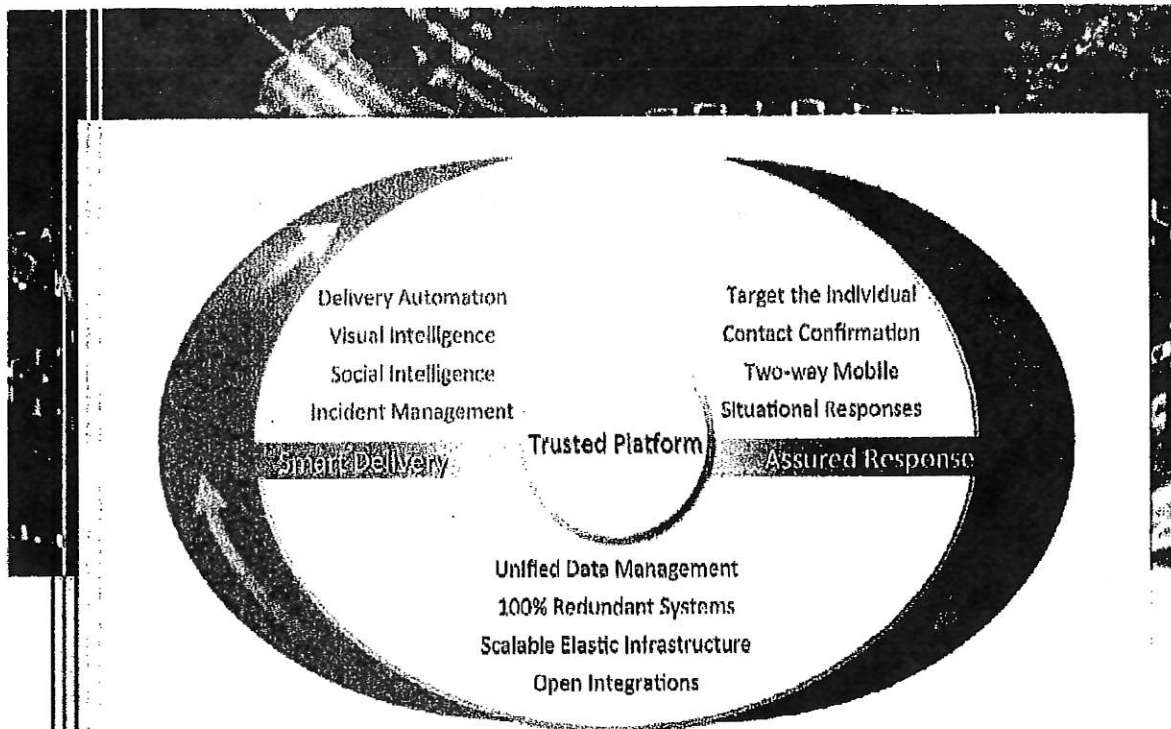
- + Comprehensive, robust analytics and reporting capabilities provide the actionable intelligence needed to enhance your continuity and resiliency, as well as measure your communication program's effectiveness and to continually improve its efficiency.
- + Armed with powerful, accurate incident analyses in real-time, decision-makers are empowered to make changes on-the-fly, leading to better results.
- + Launch frequently requested reports on-the-fly with Quick Reports.
- + Provide summary and detailed after-action reports for continuous improvements as well as management and regulatory compliance.
- + Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.

#### POSITIVE USER EXPERIENCE

- + Comprehensive and intuitive administrator interface to manage settings, limits and defaults.
- + Separate user and contact management that uses role-based access controls.
- + Account and Organizational hierarchy structure.
- + Comprehensive self-service administration.
- + Mass Notification provides branded, customizable profile management portals to administer both publicly available and private (invitation only) opt-in. Both are accessed via a link on your website that directs participants to the opt-in interface.
- + Public and private portals are Section 508 compliant and include field-level view/read/write access controls. The intuitive interface enables recipients to quickly and easily manage their preferences including contact information, locations they care about, alert preferences and more.

#### SUMMARY

Whether you need to immediately contact stakeholders or to manage nonemergency tasks like tests and peak usage, Everbridge's reliable and easy-to-use system keeps everyone up to date. Everbridge offers a single platform for all critical communications, so that you can better protect life and property, meet regulatory requirements, and improve operational efficiencies.



#### The Everbridge Difference

##### Scalability

Everbridge's next generation elastic infrastructure delivers unmatched scale and performance. It incorporates real-time intelligent monitoring of system demand to ensure optimal notification delivery performance. So when spikes in demand occur, the system's architecture seamlessly taps into a near-infinite amount of capacity and processing resources to satisfy all notification delivery needs - without failures or bottlenecks.

##### Patented Innovation

Everyone says that they lead the industry in innovation - but Everbridge has been granted more patents than any other mass communication vendor. These patents underscore Everbridge's vision, industry expertise and technology proficiency in mass communications and reflect the advancements that Everbridge has contributed to the communications industry within the areas of notification systems, geo-notification systems, text-to-speech and speech-to-text notifications.

##### Secure & Compliant

The Everbridge Solutions Suite features a proprietary ACT-SaaS<sup>SM</sup> service, an advanced Software-as-a-Service (SaaS) delivery model on a cloud infrastructure with multiple data centers in active-active configuration. Everbridge is the only incident notification provider to offer this level of security, performance, and availability. Leveraging the benefits of Emergency Notification for Cloud Computing<sup>TM</sup> helps lower the cost and increase the power of communications, provides flexibility, and creates a more secure computing environment without software, hardware, or internal telephone networks to purchase and maintain.

##### About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.



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Exhibit F - Pricing



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### ***Section 5—Pricing (Attachment A) & Warranty***

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

Please see on the following page Attachment A - Pricing Sheet. We have also included as a supplement a detailed Everbridge price quote which provides a comprehensive overview of the Mass Notification solution inclusions as well as costs.

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

The Everbridge system is a Software as a Service (SaaS) solution that does not require customers to install or manage any hardware or software. As such, it does not lend itself to the provision of a warranty in the traditional sense. Everbridge performs all system updates and maintenance for the life of the contract at no additional charge to the customer.



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## Attachment A—Pricing

CONTRACTORs to submit tiered pricing information at different levels of use with cost for exceeding allotted use. CONTRACTORs to include setup costs, maintenance, and annual price increases. Pricing to include pricing for emergency notification service only as well as emergency notification with non-emergency community notification service.

	Unlimited Use	Tier 1 - # of Minutes, Texts, Activations	Tier 2 - # of Minutes, Texts, Activations	Tier 3 - # of Minutes, Texts, Activations
<b>Emergency Notification Only – Unlimited Administrators</b>	It is assumed with this model that the customized opt-in page options are not going to be used, 911 data and standard opt-in of additional contact paths only?  If the above is an accurate description, then system will be: \$59,000.	The price as presented is for unlimited emergency use of all call types, all call paths.	The price as presented is for unlimited emergency use of all call types, all call paths.	The price as presented is for unlimited emergency use of all call types, all call paths.
<b>Emergency &amp; Community Notifications – Unlimited Administrators</b>	\$73,550	N/A – Completely Unlimited Use	N/A – Completely Unlimited Use	N/A – Completely Unlimited Use
<b>Annual Maintenance</b>	\$73,550 or \$59,000 if Emergency Notification Only is selected as the use model.	N/A – Unlimited System Use		N/A – Unlimited System Use
<b>Setup Cost</b>	\$5,684	\$5,684	\$5,684	\$5,684
<b>Annual Price Increase</b>	N/A. Price is for 1 year with five 1-year options as presented. No price increase from year to year.			



500 N Brand Blvd, Suite 1000  
Glendale, CA 91208 USA

tel: 800.366.4921  
fax: 818.484.2289

www.everbridge.com

## QUOTATION

Quote Number: 00008329  
Confidential  
1 of 3  
Exhibit B

Prepared for: Gina Encalledo  
Monterey CA, County of - PF185  
1322 Nativilidad Road  
Salinas, CA 93906  
(831) 798-1338  
831-786-6441  
encalledog@co.monterey.ca.us

Quotation Date: June 22, 2013  
Quote Expiration Date: October 31, 2013  
Rep: Patrick Stuver  
(818) 230-9724  
patrick.stuver@everbridgemail.com

### Contract Summary Information

Contract Period: 1 Year  
Contract Optional Years: 5 Years

MN Contacts up to: 5,000  
MN Households up to: 145,000

**ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Non-Emergency Minutes	Recurring	1	\$71,050.00	\$71,050.00
Everbridge CMAS/WEA Notification	Recurring	1	\$2,500.00	\$2,500.00



500 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 800.300.4911  
fax: 818.484.2289

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## QUOTATION

Quote Number: 00008929

Confidential

2 of 3

Exhibit B

### Pricing Summary:

Year One Fees\*: \$73,550.00

One-time Implementation and Set Up Fees: \$5,684.00

Total Year One Fees: \$79,234.00

Optional Year(s) Ongoing Annual Recurring Fees: \$73,550.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)



500 N Bond St. Ste. 1000  
Gardale, CA 91203 USA

tel: 888.866.4011  
fax: 818.480.2289

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## QUOTATION

Quote Number: 00008329

Confidential

3 of 3

Exhibit B

### Supplemental Notes:

Quote is for an ANNUAL UNLIMITED USE system which includes:

Unlimited use – all contact or call types: Phone (Home, Cell, Work, Other), SMS (SMPP and SMTP), email (multiple accounts per person), TTY/TDD, Member Application (location based notifications) as well as other paths as they become available

Unlimited administrators

Unlimited ongoing training

All system updates

Mass Notification tools

Custom Citizen/Business Opt-In Page design and hosting (provides portal for collecting additional contact paths of citizens and businesses)

This pricing package provides for up to 145,000 households/businesses and up to 5,000 employees or other associated team members as identified by the county.

Everbridge has designed the system to provide interoperable communications for all cities, towns and agencies in the county. As part of that design it is expected various teams (such as CS/IMR personnel, various emergency directors from hospitals and surrounding areas etc) would be included under the notification program.

If the university is considering a system for their unique use it is recognized that any student can opt in through the county opt in portal and identify themselves as a student in order to receive notifications of various types via the system as quoted. It is however suggested that if this is the goal the university consider contracting for its own unique organization or system which would be networked but unique from the county system.

### Benefits of a university specific system:

Custom Caller ID

Custom greeting identifying the university when calling

Custom student opt in page with programs and identifying characteristics unique to student population (such as dorm number, program or other student organization with unique communications needs)

Full SMART University Notification Suite which includes both the Mass Notification (MN) platform as well as the Interactive Visibility (IV) services

The organizations will be able to network their systems if needed. The price offered to the university is discounted off our standard pricing due to the relationship between the two entities. If the university intends to only enter their personnel and students through the opt in process into the county system the price as presented is the correct price.

If the university would like to adopt their own system with the benefits outlined above then the annual fee as presented would increase by \$8,000 providing a system for the 5,000 students. The system will also have unlimited annual use.

Authorized by Everbridge:

To accept this quote, sign, date and return:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_



**SYSTEM INCLUSION**  
Confidential

**Everbridge Mass Notification**

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

**Usage**

- Unlimited US Emergency and Critical Messaging
- Unlimited US Non Emergency Messaging

**Access**

- 1 Organization
- Single Location Contact Data Store (in USA, UK, Canada)
- Unlimited Administrator Access to the Everbridge System
- Unlimited Nested, Static and Dynamic Groups

**Key Notification Features**

- Integrated Geo Notification Capability
- InstantBridge Accessibility for Conference Calls
- Polling Accessibility for Active Data Collection
- Integrated On-the-Fly and Aggregated Notification Capabilities
- Multiple Language Text to Speech Access
- Interactive Dashboard for Organizational Activity Summary
- Up to 13 Contact Paths
- Graphical and Ad-Hoc Reporting
- Unlimited Notification Templates
- Unlimited Custom Fields, and Opt In Subscriptions

**Contact Data Management**

- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Socrato FTP

**Mapping Tools**

- Automatic Real-time Geocoding
- Redundant Standard Background Maps
- Shape and polygon Management System

**Additional Resources**

- Mobile Notification Initiation Applications for iOS and Android
- Customer Branded Public or Private Contact Self Serve Portal

**Set-up & Implementation**

- Dedicated Implementation Specialist / Project Manager
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast
- Unlimited Access to Everbridge University

*Better Decisions*

500 N. Duane Blvd, Ste. 200  
Glenview, CA 94033 USA

1 800 366 3411  
1 818 535 2040

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## Exhibit G – Q & A's

- Where will my data be stored?

Everbridge uses top-tier Century Link CyberCenters that are located in Burbank, CA and Denver, CO. The data centers are maintained in an Active-Active configuration which means that data is continuously replicated between the two, maintaining our multiple data centers in sync with one another.

- Who will have access to my sensitive data?

Everbridge employees with backend data system access are granted only the access that they need for a specific purpose. Users are always given the least access that is needed for a specific task. Operating system accounts and platform accounts require changes every 90 days. Account administrators will control who is given access to the system. In some cases this may include Everbridge employees with training or set up roles in the system. These employees may be implementation specialists, trainers, and account managers. County Administrators will control all other Users and their permissions.

- What controls do you have in place to ensure safety for my data while it is stored in your environment?

The data centers are maintained in an Active-Active configuration which means that data is continuously replicated between the two, maintaining our multiple data centers in sync with one another.

Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the ACTSaaS infrastructure. The monitoring tools consist of both network based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team. We do not share additional internal system performance information/metrics or client deployment information with any outside party to maintain confidentiality.

- What type of employee /contractor screening you do, before you hire them?

Everbridge performs a rigorous background check on all Everbridge employees who will have access to technology infrastructure or client data. We use Mega Group Online for background checks, these checks include: Address verification, Social Security number confirmation, Driving records, Courts of General Jurisdiction (Felony index, 7-year scope), Tax Lien and judgment filings (10-year scope), Bankruptcy filings (statewide), Consumer Credit Report summary, Court of General Jurisdiction Civil Records (7-year scope), Education verification (highest degree), Professional license/certificate verification, Employment verification (three prior employers), Criminal misdemeanors (7-year scope). Additionally, all Everbridge employees, prior to employment, are required to submit and pass a drug test. These tests are conducted by Qwest Diagnostics.

- Will my data be replicated to any other datacenters around the world (If yes, then which ones)?

Everbridge uses top-tier Century Link CyberCenters that are located in Burbank, CA and Denver, CO.

- What is your Disaster Recovery and Business Continuity strategy?

Everbridge operates exclusively as a SaaS. Our application runs on SOC2 Tier IV datacenters and has a plan for redundancy failover in the event of a disaster.

- Is your Cloud Computing service SAS70 compliant? - Everbridge operates exclusively as a SaaS. Our application runs on SOC2 Tier IV datacenters and has a plan for redundancy failover in the event of a disaster.

- Do you offer single sign-on for your services?

As an emergency communications tool, the Everbridge service has been designed to ensure clients' ability to access it even under crisis conditions. Any form of Single Sign-On (SSO) that requires validation against a system outside of Everbridge's control introduces a potential point of failure as well as dependencies on the customer's network. If the client's authentication environment is unavailable for any reason, it creates a situation where the emergency communication tool could be unusable. In order to avoid this dependency Everbridge does not currently integrate directly into Active Directory, LDAP, or other Single Sign-On systems.

- How do you detect if an application is being attacked (hacked), and how is that reported to me and my employees?

Everbridge constantly reviews all aspects of the ACT-SaaS infrastructure to ensure that the system monitoring, intrusion detection and audit logging capabilities are meeting the current security challenges in the marketplace. Should the on-call support team become aware of a breach or issue on the internal Corporate or SaaS network, Everbridge is able to quickly disable any part or the entire infrastructure.

Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the ACTSaaS infrastructure. The monitoring tools consist of both network based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team. We do not share additional internal system performance information/metrics or client deployment information with any outside party to maintain confidentiality.

- Will I have full ownership of my data?

Everbridge will not hold your data hostage if you ever decide to terminate our contract. The county will have a set period to export the data, after this it will be purged from the system and overwritten or destroyed in line with our data destruction policies.

- Will you provide me my data in a readable format – Pdf, Excel, Access? - Everbridge allows reports to be exported in CSV, Excel, PDF and JSON formats.
- Do you offer a way for me to run your application locally and how quickly I can revert to the local installation? - No
- Data Classification: Consider the sensitivity of your data before making a decision of whether or not to put it in the cloud. - N/A
- Encryption: Encrypt sensitive, protected data before placing it in the cloud.

Everbridge contracts with industry leader Iron Mountain for off-site backups. Prior to transport all client data is encrypted and stored on barcoded media. The media is transported by bonded carriers in locked containers. The media is offloaded inside Iron Mountain's secure warehouse for storage.

- Authentication: Consider requiring multifactor authentication for access to cloud computing resources.

Everbridge requires a 256-bit HTTPS connection to access the platform. All connections are authenticated with a valid username and password. - The Everbridge service has been designed to ensure your ability to access it even under crisis conditions. As such, multi-factor authentication (typically implemented as "something you know, and something you have") could prevent users from successfully logging in to send emergency communications when emergency strikes. Everbridge has opted not to provide multi-factor authentication to ensure your emergency communication are available when you need them, no matter what the situation at hand.

- Vulnerability Assessment: Include a requirement for regular security reviews and vulnerability assessments as part of the service level agreement with the provider.

Everbridge shall provide periodic security reviews and vulnerability assessments. See Section 2.1 of Agreement.

- Monitor: Require close monitoring of cloud computing resources by providers for unauthorized activity.

Everbridge constantly reviews all aspects of the ACT-§§§ infrastructure to ensure that the system monitoring, intrusion detection, and audit logging capabilities are meeting the current security challenges in the marketplace. Should the on-call support team become aware of a breach or issue on the internal Corporate or §§§ network, Everbridge is able to quickly disable any part of the entire infrastructure.

- Backup: Ensure that your backup data is not commingled with other customers.

Everbridge contracts with industry leader Iron Mountain for off-site backups. Prior to transport all client data is encrypted and stored on barcoded media. The media is transported by bonded carriers in locked containers. The media is offloaded inside Iron Mountain's secure warehouse for storage.

- Notification: Require providers to provide timely notification of any potential data security breach.

Everbridge maintains a well-defined Incident Response Plan which covers information security breaches, among other things. We take every effort to ensure a client's data is protected from loss or unauthorized access. These efforts encompass network security, hardware security, access privileges, software security using industry-standard procedures, and employee security awareness training. However, in the unlikely event that Everbridge personnel become aware of any compromise in security or client data, Everbridge executes the following procedures:

- Determine the scope of the data compromised and scope of breach
- Report breach description, data compromised, and clients affected
- Contact affected clients via Client Services outreach to established account contacts
- Re-start services, if applicable
- Implement corrective action

- Investigations: Require providers to provide timely assistance in fulfilling investigation and audit requirements.

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. All data stored in the Everbridge system is continuously available to the County.

## Exhibit H – Everbridge Additional Provisions

### Attachment 1 -Additional Provisions

**1.1 Users.** County shall in its discretion authorize certain employees and contractors of County, all cities, police departments, fire departments, fire agencies, and universities within the County of Monterey to access the Services ("User(s)"). Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit County to fully perform its obligations under this Agreement. County shall cause Users to undergo initial setup and training. County shall be responsible for (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Services. County shall immediately notify CONTRACTOR if it becomes aware of any User action or omission that would constitute a breach or violation of any term of this Agreement.

**1.2 County Data.** All electronic data County provides to CONTRACTOR in connection with the use of the Services ("County Data") shall be true, accurate, current and complete, and shall be in a form and format specified by CONTRACTOR. County shall have sole responsibility for the accuracy, quality, integrity, legally, reliability, and appropriateness of all County Data. By purchasing the Services, County authorizes CONTRACTOR to collect, store and process County Data subject to the terms of this Agreement. County shall maintain a copy of all County Data it provides to CONTRACTOR. If County or any User provides any County Data that is untrue, inaccurate, outdated or incomplete, County acknowledges and agrees that any communications sent utilizing the Services may not reach the Intended Contact. County shall prevent unauthorized access to, or use of, the Services, and shall notify CONTRACTOR promptly of any such unauthorized use. CONTRACTOR shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with the unauthorized or improper use of the Services on County's hardware or networks. County acknowledges that CONTRACTOR is not responsible for monitoring County or Users' use of the Service to examine the content passing through it, and CONTRACTOR shall have no liability for such content.

**1.3** County shall use the Services solely for its internal business purposes and shall not make the Services available to, or use the Services for the benefit of, any third party except as expressly contemplated by this Agreement. County shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by CONTRACTOR in connection with delivery of the Services (the "Software") or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any CONTRACTOR Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Services; (v) create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on County's own Intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; or (vii) use the Services in violation of any applicable law or regulation.

**1.4 Reservation of Rights.** Other than as expressly set forth in this Agreement, CONTRACTOR grants to County no license or other rights in or to the Services, the Software or any other proprietary technology, material or information made available to County through the Services or otherwise in connection with this Agreement (collectively, the "CONTRACTOR Technology"), and all such rights are hereby expressly reserved. CONTRACTOR (or its licensors where applicable) owns all rights, title and interest in and to the Services, the Software and any CONTRACTOR Technology, and all patent, copyright, trade secret and other intellectual property rights ("IP Rights") therein, as well as (i) all feedback and other information (except for the County Data) provided to CONTRACTOR by Users, County and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

**1.5 County Representations and Warranties.** County represents and warrants that during use of the Service, County shall have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "First Responders"). County acknowledges and agrees that CONTRACTOR is not a First Responder, and that the Services do not serve as a substitute for County's own emergency response plan, which in the event of an actual or potential threat to person or property, shall include contacting a First Responder. County represents and warrants that all communications utilizing the Services shall be sent by authorized Users, and that the collection, storage and processing of County Data, and the use of the Services, as provided in this Agreement, will at all times comply with (x) County's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of County Data.

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF MONTEREY & EVERBRIDGE, Inc.**

**THIS AMENDMENT** is made to the AGREEMENT for Notification services by and between **EVERBRIDGE, Inc.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT for user training on the new notification system and to increase the total amount of the AGREEMENT due to the addition of these training services. This training does not constitute a substantial change to the Agreement.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

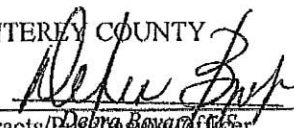
1. Section 4.2 "COMPENSATION AND PAYMENTS" shall be amended by removing, *"The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$79,234.00 for year one of the contract and not to exceed the sum of \$73,550.00 for optional renewal years."* and replacing it with *"The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$79,234.00 for year one of the contract and not to exceed the sum of \$78,550.00 for optional renewal years."*
2. EXHIBIT A – Prequalifications shall be amended for user training on the notification system as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on September 27, 2013.

*This space left blank intentionally*

EVERBRIDGE, Inc  
Amendment #1 to Agreement  
Page 1 of 4

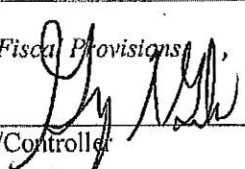
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer  
Deputy Purchasing Agent  
County of Monterey

Dated: 12 DEC 2014

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

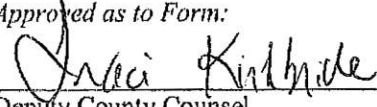
Dated: 12/11/14

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

  
Deputy County Counsel

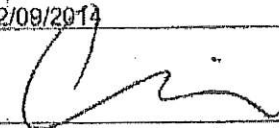
Dated: 12/11/14

CONTRACTOR

By:   
Signature of Chair, President, or  
Vice-President

Jamie Ellertson, CEO  
Printed Name and Title

Dated: 12/09/2014

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

Cinta Putra, Secretary  
Printed Name and Title

Dated: 12/09/2014

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: 

\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Jamie Ellertson, CEO

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Dated: 12/09/2014

\_\_\_\_\_  
Deputy Auditor/Controller

By: 

\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
*Approved as to Liability Provisions:*

\_\_\_\_\_  
Cinta Putra, Secretary

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated: 12/09/2014

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Dated:

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



## EXHIBIT A1

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

Provide 14 hours over two days of onsite training for an uncapped number of trainees with an anticipated start date of December 16, 2014 and continuing until December 17, 2014 at the Monterey County Emergency Operations Center located at:

1322 Natividad Road  
Salinas, CA 93905

Such start date is subject to Everbridge's reasonable discretion to re-schedule, provided that Everbridge shall provide advance notice of at least five (5) business days prior to the anticipated start date.

Training provided by CONTRACTOR shall include:

Dec 16th:

Data Management for System Administrators -

- Examine current set up for citizen and employee data
- Outline steps and cadence to refresh data
- Create geographically based restrictions for notification permissions and administrator access
- Create automated data management processes
- If appropriate make changes, load data, or make a list of requirements in order to get a complete export that can be used with Everbridge.
- Granting geographic permissions for cities to send notifications.
- Work with IS/IT teams to work through automated data import process (if Monterey would like to use for internal processes: i.e. police/fire/EMS call outs)

Administrator Training for Agency Administrators -

- Notification Summary Reports
- Loading contacts and managing contact lists
- Review best practices in Settings Tab
  - o Default Options – Best Practices
  - o Sender Information – Best Practices
  - o Delivery Methods – Best Practices (Voice, Text/E-Mail, Member App)
  - o Broadcast Throttling – Best Practices
  - o Greeting Library – Examples of Greetings and Best Practices
  - o Conference Bridge – Settings & Best Practices
- Introduce Certification Process (to be taken after instructor leaves)

Dec 17th:

EVERBRIDGE, Inc  
Amendment #1 to Agreement  
Page 3 of 4

System User Training -

- Best Practices in Notifications (Emergency and Non-Emergency)–
- Notification Templates (Scenarios)
- Schedule/Recurring Notifications
- Message Template Library
- Introduce Certification Process (to be taken after instructor leaves)
- Agency Certification for Emergency Notifications
- Agency Certification for Non-Emergency notifications

Non-Sender Training – Training for System Users & Non-Users from all agencies who may have ECD/OES send an emergency notice to the public on their behalf.

- Message Type
- What are they trying to say?
- Target Audience
- How do they want to send it?
- Review notification template (to be provided by Monterey County)



**AMENDMENT #2 TO PROFESSIONAL SERVICES  
AGREEMENT  
COUNTY OF MONTEREY & Everbridge, Inc.**

**THIS AMENDMENT** is made to the AGREEMENT for Emergency Notification services by and between Everbridge, Inc. , hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 4.2, "PAYMENTS BY THE COUNTY" shall be amended effective February 1, 2016, by removing, *"The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$79,234.00 for year one of the contract and not to exceed the sum of \$78,550.00 for optional renewal years."* and replacing it with *"The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$247,268.00 for the term of the AGREEMENT, which is comprised of \$79,234.00 for year one and not to exceed amounts of \$78,550.00 for each additional option year for services rendered pursuant to the Exhibit A1 Scope of Work, and a not to exceed amount of \$15,250.00 for services rendered pursuant to the separate Exhibit A2 Scope of Work,"* Payment for the additional services (only) shall be pursuant to the EXHIBIT B2, attached hereto; EXHIBIT B2 shall supplement, not replace, the existing payment provisions of the existing Agreement as those existing provisions relate to unmodified services.
2. EXHIBIT A – Scope of Services to the original Agreement shall be amended effective February 1, 2016, by adding to the existing services required by the Agreement, not replacing them, with the additional services as per EXHIBIT A2, attached hereto.

Exhibit H – Everbridge Additional Provisions shall be amended effective February 1, 2016, by adding *"CONTRACTOR's product offerings include Community Engagement and Nixle-branded products. The nature of these products involves the transmission of notifications via public forums. As such, the following shall apply with respect to such products: County grants to CONTRACTOR a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from*

Everbridge, Inc.  
Amendment #2 to Agreement  
Page 4 of 5

*communications County sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "Public Communications"), (b) use and display County's trademarks, service marks and logos solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where CONTRACTOR displays your Public Communications, as applicable, and (c) place a widget on County's website in order to drive Contact opt-in registrations. County further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by CONTRACTOR and such information will be governed by the applicable Privacy Policy. Such individuals may opt-in to receive notifications from multiple clients of CONTRACTOR, so CONTRACTOR must retain an individual's personal information even if County ceases to utilize Community Engagement."*

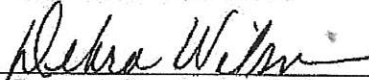
3. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT and prior Amendment shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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Everbridge, Inc.  
Amendment #2 to Agreement  
Page 4 of 5

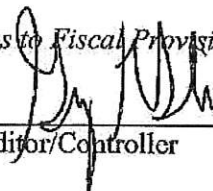
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated: 3/2/2016

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

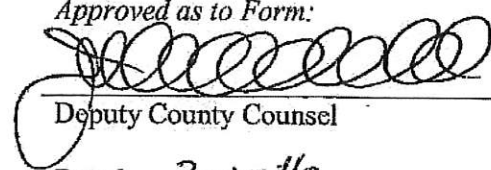
Dated: 3-1-16

Approved as to Liability Provisions:

Risk Management

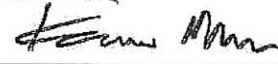
Dated: \_\_\_\_\_

Approved as to Form:

  
Deputy County Counsel

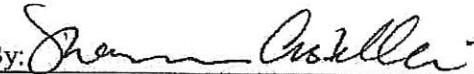
Dated: 3-1-16

CONTRACTOR

By:   
Signature of Chair, President, or  
Vice-President

Phillip Huff, Vice President  
Printed Name and Title

Dated: 02/04/2016

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

Shannon Castellani, Assistant Secretary  
Printed Name and Title

Dated: 02/04/2016

\*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.

Everbridge, Inc.  
Amendment #2 to Agreement  
Page 4 of 5

**EXHIBIT A2**

**TO AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF MONTEREY & EVERBRIDGE Inc.**

SCOPE OF WORK: Effective February 2, 2016, in addition to the existing Scope of Work as set forth in the AGREEMENT, CONTRACTOR shall also provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Increase subscription to COUNTY and local agency emergency and non-emergency notification systems by the addition of the Everbridge Community Engagement feature which will expand user participation and provide enhanced opt-in features as follows:

1. An Easy Opt-In System
2. Keyword Opt-In
3. Resident Opt-In by Zip Code
4. Two-Way Dialogue with Social Media Integration
5. Empower Residents to be Eyes and Ears of the Community via Tip Watch
6. Engage Real-Time Alerts with Mobile Application

Everbridge, Inc.  
Amendment #2 to Agreement  
Page 4 of 5

**EXHIBIT B2**

**TO AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF MONTEREY & EVERBRIDGE, Inc.**

Price List for Additional Services Added to AGREEMENT pursuant to Amendment No. 2 to the AGREEMENT, effective February 1, 2016:

PREMIUM FEATURES/USAGE:				
Service	Fee Type	Quantity	Unit Price	Total Price
Everbridge Community Engagement	Recurring	1	\$15,300.00	\$15,300.00
Premium Feature Prorated Deduction Amount:	One-Time	1	(\$2,550.00)	(\$2,550.00)
PROFESSIONAL SERVICES:				
Service:				
Consulting Services- Per hour fee (Remotely Delivered)	One-Time	10	\$250.00	\$2,500.00
Total for Additional Service:				\$15,250.00

Everbridge, Inc.  
Amendment #2 to Agreement  
Page 5 of 5

## **AMENDMENT #3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & Everbridge, Inc.**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Mass Notification services by and between **Everbridge, Inc.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year; and

**WHEREAS**, the County and CONTRACTOR wish to upgrade and expand the services provided to County by CONTRACTOR at no additional cost to the County.

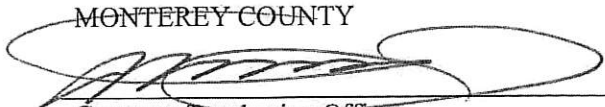
**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT"**, shall be amended by removing "The term of this Agreement is from October 8, 2013 to October 7, 2018, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with **"The term of this Agreement is from October 8, 2013 to October 7, 2019, unless sooner terminated pursuant to the terms of this Agreement"**.
2. The Scope of Services to the Agreement, as amended, shall be further amended by adding the services and upgrades described in attachment 1 to this Amendment as services to be provided by CONTRACTOR to the County.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated October 8, 2013, and amendments Nos. 1 and 2.

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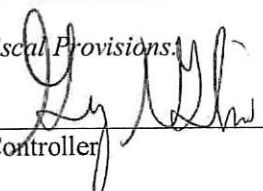
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated: 11-5-18

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

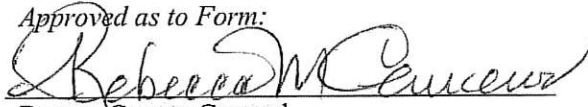
Dated: 11-1-18

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

  
Deputy County Counsel

Dated: Oct 31, 2018

CONTRACTOR

By: 

Signature of Chair, President, or  
Vice-President

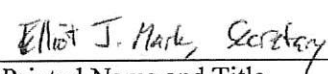
Phillip E. Huff - VP & Corporate Controller

Printed Name and Title

Dated: 10/11/2018

By: 

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

  
Printed Name and Title

Dated: 10/11/2018

\*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. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**Attachment 1 to Amendment No. 3  
to  
Agreement with Everbridge Inc.**

In addition to the services to be provided to County, described in the Scope of Services as amended, CONTRACTOR will upgrade the County's current subscription to the Everbridge Mass Notification Pro Bundle at no additional cost. This upgrade includes 5 additional features not previously provided to the County.

The upgrade to the Everbridge Mass Notification Pro bundle will include updating all features currently used by Monterey County. The upgrade will provide County with the following additional features:

1. Incident Communications – form-driven templates to automate workflow and produce consistent, error-free messaging
2. Pre-built messaging templates
3. Everbridge mobile recipient app with Incident Zones
4. Smart Conference – enhanced conference call management capabilities
5. Premium Audio Bulletin Board – if a resident or employee misses a call, they can call back and the notification will replay

CONTRACTOR will provide the upgrade, including the additional features specified above, within 30 days after County executes Amendment 3.





155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1-818-230-9700  
fax: +1-818-230-9505

www.everbridge.com

## Quotation

### Prepared for:

William Harry  
County of Monterey, CA.  
1322 Natividad Road  
Salinas CA 93906  
United States  
Ph: 831-769-8880  
Fax:  
Email: harryw1@co.monterey.ca.us

**Quote #:** Q-14433  
**Date:** 9/6/2018  
**Expires On:** 10/7/2018  
**Confidential**

**Salesperson:** Lindsay Rogers  
**Phone:** 818-230-9585  
**Email:** lindsay.rogers@everbridge.com

### Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	10/8/2018
Contract End Date:	10/7/2019

### Contact Summary:

Household Count:	142,825
Employee Count:	5,633

Qty	Description	Price
1	Mass Notification Pro	USD 88,850.00
20	Everbridge Additional Organization	USD 0.00
20	Additional CE/VE Keywords	USD 0.00


### Pricing Summary:

Year One Fees:	USD 88,850.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 88,850.00</b>

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Authorized by Everbridge:

Signature:



Date:

10.11.2018

Name (Print):

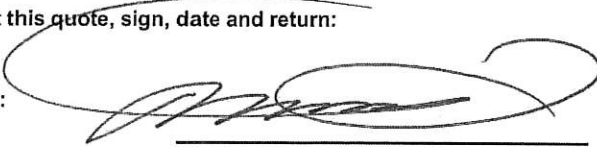
PHILLIP E. HUFF

Title:

VP - CONTROLLER

To accept this quote, sign, date and return:

Signature:



Date:

11-5-18

Name (Print):

Michael R. Deane

Title:

CONTRACTS/PURCHASING OFFICER  
COUNTY OF MONTEREY

155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



## Everbridge Mass Notification PRO for State and Local Government

Everbridge Mass Notification PRO allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

### Usage\*

Unlimited Domestic Emergency Alerts and Testing Messages

Unlimited Domestic Non-Emergency Alerts Messaging

\*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

### Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)

Three (3) Organization with unlimited nested static and dynamic groups

Access to Everbridge Elastic Infrastructure for message delivery

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Access to Community Engagement to communicate Via Text, Email, And/Or Voice Messages and provide an easy way for residents to Text Opt-In (text zip-code or a keyword to 888-777)

Access to automated severe weather alerting from the National Weather Service via SMARTWeather for 1 (ONE) area no greater than a single County

Access to Incident Management to automate incident communication workflows

Access to 1 (ONE) dedicated toll free number via Premium Audio Bulletin Board

Access to Auto-Translate, Missing Person and 20+ Pre-built Message Guides

### Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'

Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application (fka ContactBridge)

Publish approved notifications directly to Google Public Alerts website

Access to IPAWS for authorized agencies

Contact filtering based on custom criteria and automatic address geo-coding for contacts

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary Unlimited Notification Templates

Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API

Bulk Contact Management Automation via Secure FTP

Everbridge basic conference bridge codes

Auto translate, Boil water, Weather alert and 10 pre-built message guides

### Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

Self Service Administrative Set-up, Configuration and Default Preferences

Initial Member Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

[www.everbridge.com](http://www.everbridge.com)

Rev. April 2018



## Monterey County Board of Supervisors

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

### Board Order

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

**Agreement No.: A-12565, Amendment No. 4**

Approve and authorize the Contracts / Purchasing Officer or his Designee to sign Amendment No. 4 to the contract between the County of Monterey and Everbridge, Inc. effective October 8, 2013, to increase the amount of the contract in the amount of \$88,850 plus taxes as applicable, from \$513,818 to \$602,668 and to extend services through October 7, 2020, as requested by the Director of Emergency Communications.

[Agreement A-12565]

PASSED AND ADOPTED on this 8th day of October 2018, by the following vote, to wit:

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

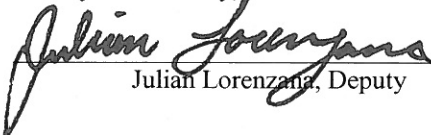
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 8, 2019.

Dated: October 8, 2019  
File ID.: 19-0769  
Agenda Item No.: 17

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

  
Julian Lorenzana, Deputy

**AMENDMENT #4 TO PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF MONTEREY & Everbridge, Inc.**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Mass Notification services by and between **Everbridge, Inc.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

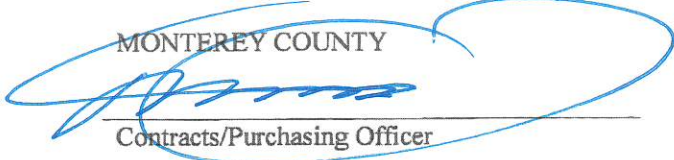
1. **Paragraph 3, "TERM OF AGREEMENT" shall be amended by removing, "The term of this Agreement is from October 8, 2013 to October 7, 2019, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from October 8, 2013 to October 7, 2020, unless sooner terminated pursuant to the terms of this Agreement."**
2. The Scope of Services to the Agreement, as amended, shall be further amended by adding the services as described in attachment 1 to this Amendment as services to be provided by CONTRACTOR to the County.
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 dated October 8, 2013, and amendments Nos. 1, 2 and 3.

*This space left blank intentionally*

Everbridge, Inc.  
Amendment #4 to Agreement  
Page 1 of 2

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated:

11-19-19

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

Dated:

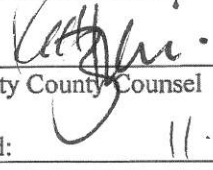
11-18-19

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

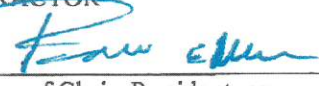
  
Deputy County Counsel

Dated:

11-15-19

CONTRACTOR

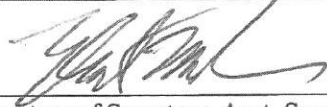
By:

  
Signature of Chair, President, or  
Vice-President

Phillip E. Huff / Chief Accounting Officer  
Printed Name and Title

Dated: October 17, 2019

By:

  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Ellie S. Mark, Secretary  
Printed Name and Title

Dated:

10/17/2019

\*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.



## Monterey County Board of Supervisors

### Board Order

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

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Jane Parker to approve Consent Calendar Item Numbers 16 through 38 excluding Item No. 22 that was trailed until the afternoon to go along with Item No. 13.

#### **Agreement No.: A-12565, Amendment No. 5**

- a. Approve and authorize the Director of the Emergency Communications Department to sign amendment #5 to the agreement with Everbridge, Inc. for mass notification software adding \$88,850 for a revised contract total of \$691,518 and extending the term of the agreement for one year for a revised term of October 8, 2013 through October 7, 2021; and
- b. Authorize the Director of the Emergency Communications Department to sign up to three additional amendments to this agreement where the amendments do not exceed 10% (\$69,151) of the current contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 6<sup>th</sup> day of October 2020, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 6, 2020.

Dated: October 6, 2020  
File ID: A 20-382  
Agenda Item No.: 23

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

  
Joel G. Pablo, Deputy



## AMENDMENT #5 TO AGREEMENT #1520-16001

### County of Monterey and Everbridge, Inc.

**THIS AMENDMENT** is made and entered into by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and Everbridge Inc., (hereinafter “CONTRACTOR”).

**WHEREAS**, This Amendment modifies Agreement #1520-16001 for the provision of the Everbridge Messaging and Notification System, executed on September 27, 2013 and amended on December 12, 2014, March 2, 2016, November 11, 2018, and November 19, 2019 (hereinafter, “Original Agreement”); and

**WHEREAS**, the County and CONTRACTOR wish to amend the Original Agreement by **adding eighty-eight thousand eight hundred fifty dollars (\$88,850.00)** for a revised **contract total of six hundred ninety-one thousand five hundred eighteen dollars (\$691,518.00)**.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Original Agreement in the following manner:

1. Section 3.1 of the Original Agreement is amended to read as follows:

**3.1 The term of this Agreement is from October 8, 2013 through October 7, 2021, unless sooner terminated pursuant to the terms of this Agreement.**

2. Section 4.2 of the Original Agreement is amended to read as follows:

**4.2 The total amount payable by County to CONTRACTOR under this Agreement shall not exceed six hundred ninety-one thousand five hundred eighteen dollars (\$691,518.00) for the term of this Agreement. Payment for the additional services (only) shall be pursuant to the Exhibit B2; Exhibit B2 shall supplement, not replace all other payment provisions.**

Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Original Agreement.

A copy of this AMENDMENT shall be attached to the Original Agreement.

*This space left blank intentionally*



IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

**County of Monterey**

DocuSigned by:



Director of Emergency Communications

Dated: 10/6/2020 | 1:29 PM PDT

*Approved as to Fiscal Provisions:*

DocuSigned by:



Deputy Auditor/Controller

Dated: 9/17/2020 | 10:56 AM PDT

*Approved as to Form:*

DocuSigned by:



Deputy County Counsel

Dated: 9/17/2020 | 10:54 AM PDT

**EverBridge, Inc.**

DocuSigned by:

By: 

Signature of Chair, President, or  
Vice-President

Phillip Huff - Vice President

Printed Name and Title

Dated: 9/17/2020 | 7:42 AM PDT

DocuSigned by:

By: 

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Elliot Mark - General Counsel/Secretary

Printed Name and Title

Dated: 9/16/2020 | 5:44 PM PDT

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

## AMENDMENT #6 TO AGREEMENT #1520-16001

### County of Monterey and Everbridge, Inc.

**THIS AMENDMENT** is made and entered into by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and Everbridge Inc., (hereinafter “CONTRACTOR”).

**WHEREAS**, This Amendment modifies Agreement #1520-16001 for the provision of the Everbridge Messaging and Notification System, from October 8, 2013 through October 7, 2018, and; Amendment #1, and; Amendment #2, and; Amendment #3 from October 8, 2018 through October 7, 2019, and; Amendment #4 from October 8, 2019 through October 7, 2020, and; Amendment #5 from October 8, 2020 through October 7, 2021 (hereinafter, “Original Agreement”); and

**WHEREAS**, the County and CONTRACTOR wish to amend the Original Agreement by **adding eighty-eight thousand eight hundred fifty dollars (\$88,850.00) and extending the agreement retroactively to October 8, 2021 through October 7, 2022** for a revised contract total of **seven hundred eighty thousand three hundred sixty eight dollars (\$780,368.00)**.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Original Agreement in the following manner:

1. Section 3.1 of the Original Agreement is amended to read as follows:

**3.1 The term of this Agreement is retroactive to October 8, 2013 through October 7, 2022, unless sooner terminated pursuant to the terms of this Agreement. County is not required to state a reason if it elects not to renew this AGREEMENT.**

2. Section 3.4 of the Original Agreement is amended to read as follows:

**Termination for Convenience by COUNTY. County may terminate this AGREEMENT without cause at any time on thirty (30) days prior written notice; provided, however that it shall not be entitled to a refund of any fees then due and owing. Upon termination, fees for the final invoice shall be pro-rated in accordance with the number of days in that quarter prior to the effective date of the termination.**

3. Section 4.2 of the Original Agreement is amended to read as follows:

**4.2 The total amount payable by County to CONTRACTOR under this Agreement shall not exceed seven hundred eighty thousand three hundred sixty-eight dollars (\$780,368.00) for the term of this Agreement. Payment for the additional services (only) shall be pursuant to the Exhibit B2; Exhibit B2 shall supplement, not replace all other payment provisions.**

4. Section 5.2 of the Original Agreement is amended to read as follows:

**CONTRACTOR shall submit such invoices periodically or at the completion of such 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 quarter, 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. The invoicing schedule for the October 8, 2021 through October 7, 2022 contract term shall be as follows:**

Quarter	Dates of Quarter	Invoice Amount	Invoice Date
1	10/8/21 – 1/7/22	\$22,212.50	11/20/2021
2	1/8/22 – 4/7/22	\$22,212.50	1/30/2022
3	4/8/22 – 7/7/22	\$22,212.50	4/30/2022
4	7/8/22 – 10/7/22	\$22,212.50	7/30/2022

Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Original Agreement.

A copy of this AMENDMENT shall be attached to the Original Agreement.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

**County of Monterey**

\_\_\_\_\_  
Director of Emergency Communications

Dated: \_\_\_\_\_

*Approved as to Fiscal Provisions:*

DocuSigned by:  
\_\_\_\_\_  
Gary Giboney  
Deputy Auditor/Controller

Dated: \_\_\_\_\_  
11/8/2021 | 9:25 AM PST

*Approved as to Form:*

DocuSigned by:  
\_\_\_\_\_  
Anne Brenton  
Deputy County Counsel

Dated: \_\_\_\_\_  
11/8/2021 | 9:21 AM PST

**EverBridge, Inc.**

DocuSigned by:  
By: Phillip E. Huff  
Signature of Chair, President, or  
Vice-President  
Phillip Huff, Chief Accounting  
Officer

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_  
11/3/2021 | 12:31 PM PDT

DocuSigned by:  
By: Elliot Mark  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Elliot J. Mark, Secretary

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_  
11/3/2021 | 12:27 PM PDT

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



# Monterey County

Item No.50

## Board Report

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

Legistar File Number: RES 21-203

November 16, 2021

Introduced: 11/4/2021

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Resolution

Authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations by \$435,000 for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Budget Unit 8541, in support of the Emergency Operations Center (EOC) and ongoing COVID-19 operations throughout the County, funded by release of cannabis assignment (001-3132) (4/5ths vote).

### **..Report**

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations by \$435,000 for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Budget Unit 8541, in support of the Emergency Operations Center (EOC) and ongoing COVID-19 operations throughout the County, funded by release of cannabis assignment (001-3132) (4/5ths vote).

#### **SUMMARY:**

The Emergency Operations Center (EOC) support of the ongoing COVID-19 emergency has continued into the new fiscal year, with activity levels dropping significantly over the past several months. During the last three months of the prior fiscal year, April through June, expenditures averaged approximately \$7M per month. For the current fiscal year, expenditures have decreased to approximately \$130K per month.

#### **DISCUSSION:**

If this level of activity is sustained, an additional \$435,000 will be needed in appropriations to cover these expenditures through the end of the year. Currently, \$735K in appropriations has been authorized for these operations. When additional funding may be necessary, additional requests will be submitted for review.

#### **OTHER AGENCY INVOLVEMENT:**

The County Administrative Office and Budget Office have reviewed this action. The Budget Committee supported increasing appropriations to continue activities through FEMA's 100% reimbursement eligibility period for the pandemic of December 31, 2021.

#### **FINANCING:**

Staff recommends increasing appropriations by \$435,000 to sustain the current level of pandemic activity and prevent payment delays during the winter and holiday season. EOC will return before the

Budget Committee and Board to request funding for activities for the rest of the fiscal year if FEMA extends the disaster again. FEMA countywide pandemic project submissions total \$24,033,652, of which \$1,014,740 have been obligated and another \$6,098,181 are in the final stage of the FEMA review process.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

X Health & Human Services

Prepared by:

Approved by:

\_\_\_\_\_  
G. Bruce Suckow, MBA  
Finance Manager II  
District Attorney's Office

\_\_\_\_\_  
Gerry R. Malais  
Emergency Services Manager

Attachments: Board Report Resolution; FY 2021-22 EOC Expenditures Summary



# Monterey County

Item No.

## Board Report

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

Legistar File Number: RES 21-203

November 16, 2021

Introduced: 11/4/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations by \$435,000 for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Budget Unit 8541, in support of the Emergency Operations Center (EOC) and ongoing COVID-19 operations throughout the County, funded by release of cannabis assignment (001-3132) (4/5ths vote).

### ..Report

#### RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations by \$435,000 for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Budget Unit 8541, in support of the Emergency Operations Center (EOC) and ongoing COVID-19 operations throughout the County, funded by release of cannabis assignment (001-3132) (4/5ths vote).

#### SUMMARY:

The Emergency Operations Center (EOC) support of the ongoing COVID-19 emergency has continued into the new fiscal year, with activity levels dropping significantly over the past several months. During the last three months of the prior fiscal year, April through June, expenditures averaged approximately \$7M per month. For the current fiscal year, expenditures have decreased to approximately \$130K per month.

#### DISCUSSION:

If this level of activity is sustained, an additional \$435,000 will be needed in appropriations to cover these expenditures through the end of the year. Currently, \$735K in appropriations has been authorized for these operations. When additional funding may be necessary, additional requests will be submitted for review.

#### OTHER AGENCY INVOLVEMENT:

The County Administrative Office and Budget Office have reviewed this action. The Budget Committee supported increasing appropriations to continue activities through FEMA's 100% reimbursement eligibility period for the pandemic of December 31, 2021.

#### FINANCING:

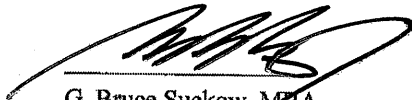
Staff recommends increasing appropriations by \$435,000 to sustain the current level of pandemic activity and prevent payment delays during the winter and holiday season. EOC will return before the Budget Committee and Board to request funding for activities for the rest of the fiscal year if FEMA

extends the disaster again. FEMA countywide pandemic project submissions total \$24,033,652, of which \$1,014,740 have been obligated and another \$6,098,181 are in the final stage of the FEMA review process.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

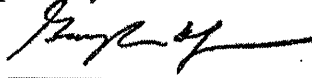
X Health & Human Services

Prepared by:



G. Bruce Suckow, MBA  
Finance Manager II  
District Attorney's Office

Approved by:



Gerry R. Malais  
Emergency Services Manager

Attachments: Board Report Resolution; FY 2021-22 EOC Expenditures Summary



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

**Resolution No.:** )  
Direct the Auditor-Controller to amend the FY )  
2021-22 Adopted Budget for the County )  
Administrative Office (CAO), Fund 001, )  
Appropriation Unit CAO005, Unit 8541, to )  
increase appropriations by \$435,000, where the )  
funding source is release of Cannabis assignment )  
(BSA-001-3132), approved by the Board (4/5ths  
vote).

WHEREAS, there is an immediate need for additional resources in support of Monterey County residents who require services during the COVID-19 pandemic; and,

WHEREAS, the Emergency Operation Center (EOC) requires additional funding to support our residents; and,

WHEREAS, funding is available from FEMA to reimburse the County for a significant portion of the resources needed by the EOC;

BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, that the Auditor-Controller is directed to amend the FY 2021-22 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8541, to increase appropriations by \$435,000, where the funding source is a release of Cannabis assignment (BSA-001-3132), approved by the Board (4/5ths vote).

PASSED AND ADOPTED on this 16<sup>th</sup> day of November 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

## FY 2021-22 EOC Expenditures

As of 30 September 2021

<u>Program</u>	<u>YTD Expenditures</u>	<u>Projections thru Dec</u>	<u>Totals</u>	<u>Notes</u>
Great Plates	\$177,489	\$0	\$177,489	Ended 9 July
Project RoomKey	\$294,221	\$0	\$294,221	Ended 31 Aug
Housing for Harvest	\$0	\$84,480	\$84,480	Ending 31 Dec
Temp Labor	\$37,270	\$74,500	\$111,770	
All Others	\$55,000	\$55,000	\$110,000	
Totals	\$563,980	\$213,980	\$777,960	

FY 2021-22 Authorized Appropriation: \$735,000

Additional Appropriation Requested: \$435,000 (Option 1, through December 2021) or \$825,000 (Option 2, through June 2022)



# Monterey County

Item No.51

## Board Report

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

Legistar File Number: 21-941

November 16, 2021

Introduced: 10/26/2021

Current Status: RMA Administration -  
Consent

Version: 1

Matter Type: General Agenda Item

a. Set a public hearing for December 7, 2021 to consider six (6) 2022 Williamson Act Applications to Create a Farmland Security Zone ("FSZ") and Contract (REF210027):

1. FSZ Application No. 2022-01 - Yellow Juliet II, LLC; Assessor's Parcel Number (APN) 145-011-064
2. FSZ Application No. 2022-02 - KVL Holdings, Inc.; APNs 183-021-016 and 183-021-033
3. FSZ Application No. 2022-03 - Nixon Farms, LLC; APNs 107-031-007 and 107-031-008
4. FSZ Application No. 2022-04 - Fanoe-Johnson Ranch Trust U/D/T dated February 9, 2021, Jane Fanoe Limited Partnership dated December 29, 1999, Trust B of James D. Fanoe, Jr. Family Trust U/A dated June 24, 1985, APNs 107-031-017 and 107-031-024
5. FSZ Application No. 2022-05 - 1992 Beverly Silliman Revocable Trust U/D/T dated May 8, 1992, Claudia M. Kelley Revocable Trust Executed October 15, 2012, Gary A. Marsh Living Trust, dated November 29, 2012; APNs 177-081-017 and 207-121-009
6. FSZ Application No. 2022-06 - Linda S. De Santiago Living Trust dated December 21, 1998; APNs 165-101-006 and 165-101-008

b. Direct the Clerk of the Board of Supervisors to publish Notice of Public Hearing for the Public Hearing to take place on December 7, 2021 at 10:30 A.M. to consider the six (6) 2022 applications, to create six (6) Farmland Security Zones ("FSZ") and FSZ Contracts.

California Environmental Quality Act (CEQA) Status: Categorically Exempt pursuant to CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Article 19, Categorical Exemptions, Section 15317 Open Space Contracts or Easements (Class 17 - establishment of agricultural preserves).

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Set a public hearing for December 7, 2021 at 10:30 a.m. to consider the 2022 Williamson Act applications, to create six (6) Farmland Security Zones ("FSZ") and FSZ Contracts (hereafter, "Applications"). The six (6) total applications being considered this year include one (1) continued application from the previous two years (De Santiago).

### SUMMARY:

Each calendar year, the Board of Supervisors must consider Agricultural Preserve Contracts (AgP) and Farmland Security Zone (FSZ) contract applications pursuant to the Land Conservation Act of 1965. This year, six (6) applications for the creation of FSZs and FSZ Contracts will be considered.

This number includes one (1) continued application from two years ago (FSZ Application No. 2022-06 De Santiago was application FSZ No. 2020-09 in 2019- Board Resolution No. 19-172) and this application was granted a two-year continuance for the property owner to satisfy conditions of approval for a minor subdivision map.

DISCUSSION:

A Williamson Act Land Conservation Contract is an agreement between a property owner and the County whereby the landowner may receive a reduced property tax assessment by agreeing that their property is to be utilized solely for commercial agricultural production of food or fiber and a limited number of “compatible uses”. Williamson Act Contracts are established with an initial twenty (20) year term which renews annually on January 1 of each succeeding year to add one (1) additional year to the term unless notice of nonrenewal is provided.

The Agricultural Preservation Review Committee (APRC) which consists of staff from the Housing and Community Development (HCD) Planning Department, Agricultural Commissioner’s Office, Assessor-Recorder’s Office, and the Office of the County Counsel-Risk Management reviewed the 2022 Williamson Act Applications on October 4, 2021. The Monterey County Agricultural Advisory Committee (AAC) considered the 2022 Williamson Act Applications on October 28, 2021.

Because this item must be set for a noticed public hearing, the December 7, 2021 Staff Report will provide the Board of Supervisors with recommendations from the APRC and the AAC regarding each of the applications. Board action is required to establish, by contract, AgP and FSZ status for those selected applications, to commence in the year 2022, if the subject property meets the criteria pursuant to Board Resolution No. 01-485, as amended by Board Resolution No. 03-383 (Procedures for Agricultural Preserves) (Attachment B) and Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts) (Attachment C).

Approximately 797,000 acres of land in Monterey County is presently under Williamson Act contract. The six (6) applications under consideration total 11 parcels and approximately 1,900 acres. Agricultural Preserves are generally comprised of “non-prime” (typically grazing) lands, whereas Farmland Security Zone acreage must be comprised of at least fifty one percent (51%) “predominantly prime” farmland (typically row crop).

The APRC met on October 4, 2021 and the Monterey County AAC met on October 28, 2021 to review the subject applications, which, if approved by the Board, would commence on the January 1, 2022 property tax lien date. Final recommendations by the Committees with detailed analysis and maps of each application will be provided as part of the December 7, 2021 Board of Supervisors report for final action.

Attached to this report is the 2022 Application Matrix (Attachment D) listing the name, acreage and parcel number(s) and General Plan/Area Plan location, for applications submitted, with a large-scale map (Attachment E) showing the general locations of the proposed applications. The public will be informed of the scheduled December 7, 2021 public hearing by way of Countywide noticing through the publication of notice in a newspaper of general circulation. Notice of the Public Hearing will be mailed to the applicant/owners and/or their legal representatives.

OTHER AGENCY INVOLVEMENT:

The APRC and the AAC have reviewed the 2022 Applications, including the one (1) continued application. The APRC and the AAC have made recommendations pursuant to the criteria set forth in Board Resolution No. 01-485, as amended by Board Resolution No. 03-383 (Procedures for Agricultural Preserves) and Board Resolution No. 01-486 (Procedures for the Creation of FSZs).

The APRC and the AAC's recommendations will be provided in the Board Report for the Public Hearing on December 7, 2021.

FINANCING:

In the event that the Board of Supervisors decides to approve the applications and enter into these Contracts at the December 7, 2021 hearing, the assessed valuation of properties placed under said Contracts shall be reduced to their respective restricted values, resulting in a property tax reduction. A full estimate of said reduction will be available in the Board Report for the December 7, 2021 Public Hearing.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The processing of Williamson Act Contract Applications in a timely manner represents the County's effective and timely response to Agricultural Commissioner's and Housing and Community Development customer requests. Additionally, the ability to maintain a Williamson Act Contract provides an economic benefit to the agricultural industry, which is a main economic driver of Monterey County.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Nadia Garcia, Agriculture Resource and Policy Manager III, ext. 7384

Reviewed by:

- Jose Chang, Assistant Agricultural Commissioner/Sealer of Weights and Measures, Agricultural Commissioner's Office

Approved by:

- Craig Spencer, Chief of Planning, Housing and Community Development

This report was prepared with assistance by:

- Mary Grace Perry, Deputy County Counsel, Office of the County Counsel-Risk Management
- Marc Gomes, GIS Analyst, Agricultural Commissioner's Office
- Gregg Macfarlane, Supervisor Appraiser, Assessors-Recorder's Office

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

Attachment A - Notice of Public Hearing for December 7, 2021

Attachment B - Board Resolution No. 01-485, as amended by Board Resolution No. 03-383

(Procedures for Agricultural Preserves)

Attachment C - Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts)

Attachment D - 2022 Application Matrix

Attachment E - County-wide Map- Monterey County 2022 Williamson Act Applications

cc: Front Counter Copy; Board of Supervisors; Jose Chang, Assistant Agricultural Commissioner/Sealer of Weights and Measures, Agricultural Commissioner's Office; Craig Spencer, Chief of Planning- HCD; Nadia Garcia, Ag Resource and Policy Manager, Agricultural Commissioner's Office; Mary Grace Perry, Deputy County Counsel, Office of the County Counsel-Risk Management; Gregg Macfarlane, Supervising Appraiser, Assessor-Recorder's Office; Applicant/Owners and/or Applicant/Owners' respective Legal Representatives/Agents; The Open Monterey Project; LandWatch; Project File REF210027.



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 21-941**

**November 16, 2021**

**Introduced:** 10/26/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

a. Set a public hearing for December 7, 2021 to consider six (6) 2022 Williamson Act Applications to Create a Farmland Security Zone ("FSZ") and Contract (REF210027):

1. FSZ Application No. 2022-01 - Yellow Juliet II, LLC; Assessor's Parcel Number (APN) 145-011-064
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3. FSZ Application No. 2022-03 - Nixon Farms, LLC; APNs 107-031-007 and 107-031-008
4. FSZ Application No. 2022-04 - Fanoe-Johnson Ranch Trust U/D/T dated February 9, 2021, Jane Fanoe Limited Partnership dated December 29, 1999, Trust B of James D. Fanoe, Jr. Family Trust U/A dated June 24, 1985, APNs 107-031-017 and 107-031-024
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6. FSZ Application No. 2022-06 - Linda S. De Santiago Living Trust dated December 21, 1998; APNs 165-101-006 and 165-101-008

b. Direct the Clerk of the Board of Supervisors to publish Notice of Public Hearing for the Public Hearing to take place on December 7, 2021 at 10:30 A.M. to consider the six (6) 2022 applications, to create six (6) Farmland Security Zones ("FSZ") and FSZ Contracts.

California Environmental Quality Act (CEQA) Status: Categorically Exempt pursuant to CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Article 19, Categorical Exemptions, Section 15317 Open Space Contracts or Easements (Class 17 - establishment of agricultural preserves).

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Set a public hearing for December 7, 2021 at 10:30 a.m. to consider the 2022 Williamson Act applications, to create six (6) Farmland Security Zones ("FSZ") and FSZ Contracts (hereafter, "Applications"). The six (6) total applications being considered this year include one (1) continued application from the previous two years (De Santiago).

### SUMMARY:

Each calendar year, the Board of Supervisors must consider Agricultural Preserve Contracts (AgP) and Farmland Security Zone (FSZ) contract applications pursuant to the Land Conservation Act of 1965. This year, six (6) applications for the creation of FSZs and FSZ Contracts will be considered. This number includes one (1) continued application from two years ago (FSZ Application No.

2022-06 De Santiago was application FSZ No. 2020-09 in 2019- Board Resolution No. 19-172) and this application was granted a two-year continuance for the property owner to satisfy conditions of approval for a minor subdivision map.

DISCUSSION:

A Williamson Act Land Conservation Contract is an agreement between a property owner and the County whereby the landowner may receive a reduced property tax assessment by agreeing that their property is to be utilized solely for commercial agricultural production of food or fiber and a limited number of “compatible uses”. Williamson Act Contracts are established with an initial twenty (20) year term which renews annually on January 1 of each succeeding year to add one (1) additional year to the term unless notice of nonrenewal is provided.

The Agricultural Preservation Review Committee (APRC) which consists of staff from the Housing and Community Development (HCD) Planning Department, Agricultural Commissioner’s Office, Assessor-Recorder’s Office, and the Office of the County Counsel-Risk Management reviewed the 2022 Williamson Act Applications on October 4, 2021. The Monterey County Agricultural Advisory Committee (AAC) considered the 2022 Williamson Act Applications on October 28, 2021.

Because this item must be set for a noticed public hearing, the December 7, 2021 Staff Report will provide the Board of Supervisors with recommendations from the APRC and the AAC regarding each of the applications. Board action is required to establish, by contract, AgP and FSZ status for those selected applications, to commence in the year 2022, if the subject property meets the criteria pursuant to Board Resolution No. 01-485, as amended by Board Resolution No. 03-383 (Procedures for Agricultural Preserves) (Attachment B) and Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts) (Attachment C).

Approximately 797,000 acres of land in Monterey County is presently under Williamson Act contract. The six (6) applications under consideration total 11 parcels and approximately 1,900 acres. Agricultural Preserves are generally comprised of “non-prime” (typically grazing) lands, whereas Farmland Security Zone acreage must be comprised of at least fifty one percent (51%) “predominantly prime” farmland (typically row crop).

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Attached to this report is the 2022 Application Matrix (Attachment D) listing the name, acreage and parcel number(s) and General Plan/Area Plan location, for applications submitted, with a large-scale map (Attachment E) showing the general locations of the proposed applications. The public will be informed of the scheduled December 7, 2021 public hearing by way of Countywide noticing through the publication of notice in a newspaper of general circulation. Notice of the Public Hearing will be mailed to the applicant/owners and/or their legal representatives.



OTHER AGENCY INVOLVEMENT:

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The APRC and the AAC's recommendations will be provided in the Board Report for the Public Hearing on December 7, 2021.

FINANCING:

In the event that the Board of Supervisors decides to approve the applications and enter into these Contracts at the December 7, 2021 hearing, the assessed valuation of properties placed under said Contracts shall be reduced to their respective restricted values, resulting in a property tax reduction. A full estimate of said reduction will be available in the Board Report for the December 7, 2021 Public Hearing.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The processing of Williamson Act Contract Applications in a timely manner represents the County's effective and timely response to Agricultural Commissioner's and Housing and Community Development customer requests. Additionally, the ability to maintain a Williamson Act Contract provides an economic benefit to the agricultural industry, which is a main economic driver of Monterey County.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Nadia Garcia, Agriculture Resource and Policy Manager III, ext. 7384

Reviewed by:

- Jose Chang, Assistant Agricultural Commissioner/Sealer of Weights and Measures, Agricultural Commissioner's Office

Approved by:

- Craig Spencer, Chief of Planning, Housing and Community Development

DocuSigned by:  
*Craig Spencer*  
188DB67A496B450...

This report was prepared with assistance by:

- Mary Grace Perry, Deputy County Counsel, Office of the County Counsel-Risk Management
- Marc Gomes, GIS Analyst, Agricultural Commissioner's Office
- Gregg Macfarlane, Supervisor Appraiser, Assessors-Recorder's Office

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

Attachment A - Notice of Public Hearing for December 7, 2021

Attachment B - Board Resolution No. 01-485, as amended by Board Resolution No. 03-383 (Procedures for Agricultural Preserves)

*Legistar File Number: 21-941*

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Attachment C - Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts)

Attachment D - 2022 Application Matrix

Attachment E - County-wide Map- Monterey County 2022 Williamson Act Applications

cc: Front Counter Copy; Board of Supervisors; Jose Chang, Assistant Agricultural Commissioner/Sealer of Weights and Measures, Agricultural Commissioner's Office; Craig Spencer, Chief of Planning- HCD; Nadia Garcia, Ag Resource and Policy Manager, Agricultural Commissioner's Office; Mary Grace Perry, Deputy County Counsel, Office of the County Counsel-Risk Management; Gregg Macfarlane, Supervising Appraiser, Assessor-Recorder's Office; Applicant/Owners and/or Applicant/Owners' respective Legal Representatives/Agents; The Open Monterey Project; LandWatch; Project File REF210027.

# Attachment A

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# Notice of Public Hearing

## Monterey County Board of Supervisors

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Monterey, State of California, will hold a Public Hearing on **Tuesday, December 7, 2021** at the hour of 10:30 a.m. to consider the 2022 Williamson Act Applications consisting of six (6) Applications for the Creation of Farmland Security Zones (FSZ) and Contracts (Planning File No. REF210027). The Public Hearing will take place in the Monterey County Board of Supervisors Chambers, County Administration Building, Government Center, 168 West Alisal Street, First Floor, Salinas, California, and virtually through Zoom, at which time and place any and all interested persons may participate and be heard thereon. The 2022 Williamson Act Applications are as follows:

### 2022 Williamson Act Applications

App No.	Planning Area	Applicant	*FSZ Acreage	APN(s)
2022-01	Central Salinas Valley	Yellow Juliet II, LLC	304.01	145-011-064
2022-02	Central Salinas Valley	KVL Holdings, Inc.	330.73	183-021-016 183-021-033
2022-03	Greater Salinas	Nixon Farms, LLC	297.11	107-031-007 107-031-008
2022-04	Greater Salinas	Fanoe-Johnson Ranch Trust U/D/T dated February 9, 2021, Jane Fanoe Limited Partnership dated December 29, 1999, Trust B of James D. Fanoe, Jr. Family Trust U/A dated June 24, 1985	755.74	107-031-017 107-031-024
2022-05	Greater Salinas	1992 Beverly Silliman Revocable Trust U/D/T dated May 8, 1992, Claudia M. Kelley Revocable Trust Executed October 15, 2012, Gary A. Marsh Living Trust, dated November 29, 2012	58.74	177-081-017 207-121-009
2022-06	Central Salinas Valley	Linda S. De Santiago Living Trust dated December 21, 1998	178.18	165-101-006 165-101-008

\*Acreage is based on GIS approximate land area for combined parcels (if more than one parcel)

# **Notice of Public Hearing**

## **Monterey County Board of Supervisors**

These Applications are Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines for CEQA, California Code of Regulations, Title 14, Chapter 3, Article 19, Categorical Exemptions, Section 15317 Open Space Contracts or Easements (Class 17 – establishment of agricultural preserves).

IF YOU CHALLENGE THIS MATTER IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS PUBLIC NOTICE OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE APPROPRIATE AUTHORITY AT OR BEFORE THE PUBLIC HEARING.

**FOR ADDITIONAL INFORMATION CONTACT:**

Nadia Garcia, Agriculture Resource and Policy Manager  
Monterey County Agricultural Commissioner's Office  
1428 Abbott Street, Salinas California, 93901  
(831) 759-7384 or [garcian4@co.monterey.ca.us](mailto:garcian4@co.monterey.ca.us)

# Attachment B

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

**Resolution No. 03-383:**

Amend Resolution No. 01-485, Amending )  
Procedure for Agricultural Preserves, to )  
include the word "usually" into item no. 1 )  
of "the list of compatible uses within )  
Agricultural Preserves," to read as )  
follows: "The drying, packing or other )  
processing of an agricultural commodity )  
usually performed on the premises where )  
it is produced." )

WHEREAS, the Board of Supervisors recognizes a clerical error that inadvertently omitted the word "usually" in item no. 1 of the County's list of compatible uses within Agricultural Preserves found in Resolution No. 01-485 approved by the Board on December 11, 2001, and

WHEREAS, the Board of Supervisors recognizes that by re-inserting the word, the list of Board-approved Agricultural Preserve compatible uses will be consistent with the Farmland Security Zone compatible uses found in Resolution No. 01-486 that was also approved by the Board on December 11, 2001.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors amends Resolution No. 01-485, Amending Procedure for Agricultural Preserves, to include the word "usually" into item no. 1 of "the list of compatible uses within Agricultural Preserves," to read as follows:

**"The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced."**

PASSED AND ADOPTED on this 25th day of November, 2003, by the following vote, to-wit:

AYES: SUPERVISORS CALCAGNO, LINDLEY, JOHNSEN, POTTER and ARMENTA

NOES: NONE

ABSENT: NONE

I, Sally R. Reed, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page X of Minute Book 71, on November 25, 2003.

Dated: 11/25/03

Sally R. Reed, Clerk of the Board of Supervisors, County of Monterey, State of California.

By: 

Deputy

Barbara S. Grant

**Resolution No. 01-485 --** )  
Amending Procedure for )  
Agricultural Preserves . . . . . )

1. Applications, an original and four copies, to establish agricultural preserves, shall be filed with the Clerk of the Board of Supervisors on forms provided by said Clerk. Said application and copies shall be filed on or before **September 15th** of each year. The application shall set forth the identity of the owners of the property located within the proposed preserve, a legal description of the property together with Assessor's parcel number or numbers, the size or acreage of the property, and shall have attached thereto a Title Company Lot Book Report which said report shall contain a plat or map of the property accurately showing the exterior boundaries thereof. The application shall also show that the property is being used for commercial agricultural purposes and uses compatible therewith and shall show the rental history or income and expense history for the past three years. The application shall further state that the applicant and the owners request that appropriate steps be taken to reclassify said property into an appropriate agricultural zoning district and that the applicant and the owners desire to enter into a Land Conservation Contract with the County which qualifies as an "enforceable restriction" as that term is used in Revenue and Taxation Code Section 422.
2. The application shall be accompanied by non-refundable fee of \$200.00 provided, however, where the application or applications are to place more than one parcel of property under separate ownerships into one preserve the fee shall be \$200.00 plus \$50.00 for each additional parcel over one under separate ownership.

3. When filed, within ten (10) days of filing, the Clerk shall forward a copy of the application, together with a transmittal memo indicating the date filed, and whether the application was timely filed, to the Assessor, to the Director of Planning and Building Inspection, to the County Counsel, and to the Agricultural Commissioner and/or their designees for their recommendations. The Director of Planning shall submit a report as required by Section 51234 of the Government Code.
4. The Clerk of the Board of Supervisors shall place the matter upon the agenda of the Board of Supervisors. If the Board determines that said application should be granted, the Clerk shall give notice in accordance with the provisions of California Government Code Sections 51230 and 51233.
5. The Board will establish agricultural preserves by resolution. Said resolution shall contain a finding of authorized uses which are compatible with the agricultural uses within the preserve and shall also contain any uniform rules to be adopted for the administering of the preserve.
6. Upon filing the application, the owners of land within the proposed agricultural preserve shall file a request with the Clerk of the Board of Supervisors to enter into a land conservation contract with the County.
7. The Board by resolution shall authorize and direct the Chair of the Board of Supervisors to sign land conservation contracts with the owners of any land within the agricultural preserve.
8. It shall be the policy of the County to establish preserves where qualifications have been met and there is reasonable certainty that contracts will be concluded within a reasonable length of time.
9. It shall also be the policy of this Board to enter into land conservation contracts (a) which provide for a minimum effective period of 20 years; (b) which restrict the use of land to commercial agricultural uses and to uses compatible therewith stated in the agreement; (c) which provide that such contract may not be canceled prior to the date of expiration by their own terms except as provided in said Land Conservation Act, and (d) which also provide for the payment of deferred taxes to the County, unless waived by the Board of Supervisors with the approval of the Secretary of the Resources Agency after the Board's determination that continuation of the contract conditions would seriously jeopardize public health or safety, and upon such cancellation the payment of the same amount and in the same manner as provided by Sections 51283 and 51283.1 of the Government Code.
10. It is further the policy of this Board to provide in such contracts that they shall be effective on the last day of December, prior to the lien date of January first, of the succeeding year, that each shall provide for automatic annual renewal for a period of one year unless notice of non-renewal is given as provided by Section 51245 of

the Government Code. All land conservation contracts and notices of non-renewal thereof shall be recorded by the County. Such contracts shall be binding upon all subsequent transferees of any interest in the real property subject thereto.

11. It is further the policy of this Board to approve only agricultural preserves and land conservation contract applications meeting the following conditions:
  - a. If located within one mile of a city, said city neither protests the establishing of the preserve nor the execution of the contract.
  - b. Land Use. To be considered for inclusion in an agricultural preserve, land must have a recent history of use primarily for the production of food and fibre products for commercial purposes. Use for the production of such products for three out of the last five years shall be required, unless a bona fide commitment to such use is clearly evidenced by shorter use after a material change of circumstances, such as in the case of substantial capital investment to improve previously unimproved property for agricultural purposes or recent availability of agricultural water. "Commercial purposes" shall be interpreted to require that most products produced thereon are sold in normal marketing channels.
  - c. Minimum size and gross income. Applications for establishment of an agricultural preserve will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains 100 or more acres and shall have had an annual gross income during three of the last five years from the production of animals and/or unprocessed agricultural plant products of not less than \$8,000.00, or in the case of recently improved lands, have a potential during the next succeeding year of producing a gross income of \$8,000.00 from the production of animals and/or unprocessed agricultural plant products, provided, however, the Board of Supervisors will consider establishing agricultural preserves of less than 100 acres, but of 40 or more acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of preserves of less than 100 acres is consistent with the general plan of the County.
  - d. Compatible Uses. Compatible uses permitted on lands within an established "agricultural preserve":
    1. Shall not be in conflict or inconsistent with or in violation of the basic underlying zoning applicable to the property;
    2. Shall be particularly specified and included in the resolution establishing any preserve; and

3. Shall be reviewed by the Agricultural Preserve Committee for each proposed contract and said Committee shall recommend appropriate adjustments.

PASSED AND ADOPTED this 11th day of December 2001, upon motion of Supervisor Calcagno, seconded by Supervisor Potter, and carried by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Johnsen and Potter.

NOES: None.

ABSENT: Supervisor Pennycook.

I, SALLY R. REED, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 70, on December 4, 2001.

DATED: December 4, 2001

SALLY R. REED, Clerk of the Board  
of Supervisors, County of Monterey, State of  
California

By: 

Deputy

## ATTACHMENT A

### SUMMARY OF AGRICULTURAL PRESERVE CONTRACT REQUIREMENTS

(Excerpts from Government Code Sections 51230, 51233, 51234, 51243 (a, b) 51243.5, 51244, 51244.5, Resolution No. 80-529; Resolution No. 99-454).

The Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

The purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

The Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by establishing agricultural preserves and entering into land conservation contracts as authorized by said Act.

The Agricultural Preservation Review Committee consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, Planning & Building Inspection Department shall be responsible for reviewing the following in order to consider the establishment of an Agricultural Preserve Contract:

#### Establishment of Agricultural Preserve Contract

- I. Application
  - A. Original and three copies of application
  - B. Filed on or before **September 15th**
  - C. Name and address of each property owner
  - D. Legal description of the property
  - E. Size (area) of property
  - F. Assessor Parcel Numbers
  - G. Title report containing plot or map
  - H. Indicate current commercial agricultural use and all other uses
  - I. Reclassification request, if required
  - J. History of Income & Expense

## II. Qualifications

- A. Areas of 100 acres or more, or group of contiguous parcels (Gov't. Code Sec. 51230) and
- B. Annual gross income during three of the last five years from production of animals and/or unprocessed agricultural plant products of not less than \$8,000.00 (Res. 80-529, Para 11 (c)).
- C. Areas of less than 100 acres, but of 40 or more acres if necessary to preserve the unique characteristics of the agricultural enterprise, (Gov't Code Sec. 51230, Res. 80-529. Para 11 (c) and
- D. Is consistent with the County General Plan. (Gov't Code Section 51234.)
- E. Land has been used for production of food and fibre products for three of last five years. (Res. 80-529, Para 11 (c).)
- F. Recently improved lands shall have the potential of a gross \$8,000.00 income the next succeeding year. (Res. 80-529, Para 11 (c).)
- G. If within one mile of a city, that city has not or will not protest the preserve or contract. (Gov't Code Sections 51233, 51243.5.)
- H. The property is zoned an appropriate agricultural designation, or that the proper reclassification be requested at the time the contract is applied for. (Res. 80-529, para 1)

### Procedure to make New Contracts

The owner of land applies to the Board of Supervisors on or before **September 15** of each year. The application identifies the owners of the property and, besides a legal description, sets forth a size or acreage of the property. A map accurately showing the exterior boundaries of the property also accompanies the application.

The application should show the rental history or income and expense history of the land for commercial agricultural purposes for the last three (3) years. The owners must also request that property be rezoned into an appropriate district. (Resolution No. 80-529, para 1.)

The application is submitted together with a nonrefundable \$200.00 fee plus \$50.00 for each additional parcel over one under separate ownership (Resolution No. 80-529, para 2.). Within ten (10) days of filing, the Board Clerk forwards the application, together with a

transmittal memo indicating the date received, and whether the application was timely filed, to the Agricultural Preservation Review Committee, consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, and Planning and Building Inspection Department within thirty (30) days. The Committee reports on whether the agricultural preserve is consistent with the general plan. (Government Code Section 51234, Resolution No. 80-529, para 3.)

The application is to restrict land by contract within an agricultural preserve. The agricultural preserve may include several ownerships. To be considered for inclusion in an agricultural preserve, land must have recent history of use primarily for the production of food and fiber for commercial purposes. An application for the establishment of an agricultural preserve will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains one hundred (100) or more acres (Government Code Section 51230) and shall have had an annual gross income during three (3) of the last five (5) years of not less than eight thousand dollars (\$8,000). (Resolution No. 80-529, paragraph 11 (c).)

The Board of Supervisors will consider establishing agricultural preserves of less than one hundred (100) but more than forty (40) acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprise. (Resolution No. 80-529, paragraph 11 (c).) For example, specialty crops.

The owner of the land files an application for the establishment of an agricultural preserve and at the same time files an application to enter into an agricultural land conservation contract. This may be in a new agricultural preserve or in the enlargement of an existing preserve.

The Board, by resolution, establishes agricultural preserves and authorizes the Chair of the board to sign all contracts within the preserve. (Resolution No. 80-529; paragraphs 5, 6, 7.) The Board also establishes compatible uses permitted on lands within an established "agricultural preserve" and this list is appended to each contract. (Resolution No. 80-529, paragraph 11 (d).)

#### What compatible uses are permitted for an Agricultural Preserve Contract

"Compatible use" is defined in the statute, Section 51201 (e) as follows:

"(e) 'Compatible use' is any use determined by the County or City administering the preserve pursuant to Section 51231 or Section 51238 or by this act to be compatible with the agricultural, recreational, or open-space use of land within the preserve and subject to contract. 'Compatible use' includes agricultural use, recreational use or open-space use unless the Board or Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract pursuant to this chapter."

The list of compatible uses within Agricultural Preserves approved by the Board follow:



1. The drying, packing or other processing of an agricultural commodity performed on the premises where it is produced.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.
4. Dwellings for persons employed by owner or lessee and the family of the employee or lessee incidental to the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.
12. Removal of natural materials.
13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use.

"Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."

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# Attachment C

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

Resolution No. 01-486 --- )  
Amending Procedure for the Creation of )  
Farmland Security Zones and Contracts. )

WHEREAS, the Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

WHEREAS, urgency legislation (SB 1182, Statutes of 1998, Chapter 353, Chaptered 8/24/98) amended the Land Conservation Act of 1965, commonly known as the Williamson Act, to authorize the creation of Farmland Security Zones;

WHEREAS the purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

WHEREAS, the legislature of the State of California finds and declares that it is desirable to expand options available to landowners for the preservation of agricultural land, and has enacted urgency legislation for the establishment of farmland security zones (Government Code Section 51296);

WHEREAS, the Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by creating farmland security zones and entering into farmland security zone contracts as authorized by said Act.

WHEREAS, the Board of Supervisors has considered the Environmental Review through the Initial Study process and determined that the amendment of the procedures would have no potential for significant impact upon the environment.

NOW, THEREFORE, BE IT RESOLVED that the following procedures shall be used in the County of Monterey for initiating, filing and processing requests to create farmland security zones:

1. Applications, an original and four copies, to create farmland security zones for existing agricultural preserves, shall be filed with the Clerk of the Board of Supervisors on forms provided by said Clerk. For new Farmland Security Zones, said Applications shall be accompanied by Applications, an original and four copies, to establish agricultural preserves, which shall also be filed with the Clerk of the Board of Supervisors on forms provided by said Clerk. Said application or applications and copies shall be filed on or before September 15th of each year. The application(s) shall set forth the identity of each and every owner of the

property located within the proposed preserve and/or farmland security zone, a legal description of the property together with Assessor's parcel number or numbers, the size or acreage of the property. The application(s) shall have attached thereto a Title Company Lot Book Report which said report shall contain a plat or map of the property accurately showing the exterior boundaries thereof. The application(s) shall also show that the property is being used for commercial agricultural purposes and uses compatible therewith and shall show the rental history or income and expense history for the past three years. The application(s) shall further state that the applicant and each of the owner(s) expressly request(s) that appropriate steps be taken to reclassify said property into an appropriate agricultural zoning district and that a Farmland Security Zone be created, that the applicant and the owners desire to rescind an existing Land Conservation Contract or enter into a Land Conservation Contract and rescind said Land Conservation Contract, in order to simultaneously rescind the Land Conservation Contract, create a Farmland Security Zone and enter into a Farmland Security Zone Contract which qualifies for property tax valuation pursuant to Section 423.4 of the Revenue and Taxation Code and Government Code Section 51296.2, as may be amended from time to time.

2. The application shall be accompanied by non-refundable fee of \$200.00 provided, however, where the application or applications are to place more than one parcel of property under separate ownerships into one preserve the fee shall be \$200.00 plus \$50.00 for each additional parcel over one under separate ownership.
3. When filed, within ten days of filing, the Clerk shall forward a copy of the application(s), together with a transmittal memo indicating the date filed, and whether the application(s) are timely filed, to the Assessor, to the Director of Planning, to the County Counsel, and to the Agricultural Commissioner and/or their designees for their recommendations. The Director of Planning shall submit a report as required by Section 51234 of the Government Code.
4. The Clerk of the Board of Supervisors shall place the matter upon the agenda of the Board of Supervisors. If the Board determines that said application(s) should be granted, the Clerk shall give notice in accordance with the provisions of California Government Code Sections 51230 and 51233.
5. The Board will establish agricultural preserves, and/or Farmland Security Zones, by resolution. Said resolution shall contain a finding of authorized uses which are compatible with the agricultural uses within the preserve or Farmland Security Zone and shall also contain any uniform rules to be adopted for the administering of the preserve and/or Farmland Security Zone.
6. Upon filing the application, the owners of land within the proposed agricultural preserve and/or Farmland Security Zone, shall file a request with the Clerk of the Board of Supervisors to enter into a land conservation contract and/or Farmland Security Zone Contract, as applicable, with the County.

7. The Board by resolution shall authorize and direct the Chair of the Board of Supervisors to sign land conservation contracts and/or Farmland Security Zone contracts with the owners of any land within the agricultural preserve and/or Farmland Security Zone, as applicable.
8. It shall be the policy of the County to establish preserves and/or Farmland Security Zones, where qualifications have been met and there is reasonable certainty that contracts will be concluded within a reasonable length of time.
9. It shall also be the policy of this Board to enter into Land Conservation, and/or Farmland Security Zone contracts, as applicable, (a) which provide for a minimum effective period of 20 years; (b) which restrict the use of land to commercial agricultural uses and to uses compatible therewith stated in the agreement; (c) which provide that such contract may not be canceled prior to the date of expiration by their own terms except as provided in said Land Conservation Act and/or Farmland Security Zone, and (d) which also provide for the payment of deferred taxes to the County, unless waived by the Board of Supervisors with the approval of the Secretary of the Resources Agency after the Board's determination that continuation of the contract conditions would seriously jeopardize public health or safety, and upon such cancellation the payment of the same amount and in the same manner as provided by Section 51283 of the Government Code.
10. It is further the policy of this Board to provide in such contracts that they shall be effective on the last day of December, prior to the lien date of January first, of the succeeding year, that each shall provide for automatic annual renewal for a period of one year unless notice of non-renewal is given as provided by Section 51245 of the Government Code. All land conservation and/or Farmland Security Zone contracts and notices of non-renewal thereof shall be recorded by the County. Such contracts shall be binding upon all subsequent transferees of any interest in the real property subject thereto.
11. It is further the policy of this Board to approve only agricultural preserves and land conservation contract and/or Farmland Security Zone applications and contracts meeting the following conditions:
  - a. If located within one mile of a city, said city neither protests the establishing of the preserve nor the execution of the contract. If located within a sphere of influence of a city, the creation of the Farmland Security Zone within the sphere of influence has been expressly approved by resolution by the city with jurisdiction within the sphere.
  - b. Land Use. To be considered for inclusion in an agricultural preserve and or Farmland Security Zone, land must have a recent history of use primarily for the production of food and fibre products for commercial purposes. Use for

the production of such products for three out of the last five years shall be required, unless a bona fide commitment to such use is clearly evidenced by shorter use after a material change of circumstances, such as in the case of substantial capital investment to improve previously unimproved property for agricultural purposes or recent availability of agricultural water. "Commercial purposes" shall be interpreted to require that most products produced thereon are sold in normal marketing channels.

- c. Minimum size and gross income. Applications for establishment of an agricultural preserve, and/or Farmland Security Zone as applicable, will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains 100 or more acres and shall have had an annual gross income during three of the last five years from the production of animals and/or unprocessed agricultural plant products of not less than \$8,000.00, or in the case of recently improved lands, have a potential during the next succeeding year of producing a gross income of \$8,000.00 from the production of animals and/or unprocessed agricultural plant products, provided, however, the Board of Supervisors will consider establishing agricultural preserves and/or creating Farmland Security Zones as applicable, of less than 100 acres, but of 40 or more acres if it finds that smaller preserves and/or Farmland Security Zones as applicable, are necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of preserves and/or Farmland Security Zones of less than 100 acres is consistent with the general plan of the County.
- d. Compatible Uses. Compatible uses permitted on lands within an established "agricultural preserve" and/or "Farmland Security Zone":
  - 1. Shall not be in conflict or inconsistent with or in violation of the basic underlying zoning applicable to the property;
  - 2. Shall be particularly specified and included in the resolution establishing any preserve and/or Farmland Security Zone;
  - 3. Shall be reviewed by the Agricultural Preserve Committee for each proposed contract and said Committee shall recommend appropriate adjustments.
  - 4. Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c). (Government Code Section 51296.7).
- e. Prime Agricultural Land. Applications for Farmland Security Zones shall not be considered unless the property is predominantly prime agricultural land as defined in Government Code Section 51201(c), or designated on the Important Farmland Series Maps, prepared pursuant to Government Code Section 65570 as predominantly one or more of the following: (1) prime



farmland; (2) farmland of statewide significance; (3) unique farmland; (4) farmland of local importance.

- f. The property is not enforceably restricted pursuant to the Open-Space Easement Act of 1974 (commencing with Government Code Section 51070).

PASSED AND ADOPTED this 11<sup>th</sup> day of December, 2001, upon motion of Supervisor Calcagno, seconded by Supervisor Potter, and carried by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Johnson and Potter.

NOES: None.

ABSENT: None.

I, SALLY R. REED, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 70, on December 4, 2001.

DATED: December 4, 2001

SALLY R. REED, Clerk of the Board  
of Supervisors, County of Monterey, State of  
California

By: 

Deputy

## ATTACHMENT A

### SUMMARY OF AGRICULTURAL PRESERVE CONTRACT AND FARMLAND

#### SECURITY ZONE CONTRACT REQUIREMENTS

(Excerpts from Government Code Sections 51230, 51233, 51234, 51243 (a,b), 51243.5, 51244, 51244.5, 51296 et. Seq., Resolution No. 80-529 and Resolution No. 99-455)

The Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

The purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

The Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by establishing agricultural preserves and/or creating Farmland Security Zones, and entering into land conservation and/or Farmland Security Zone contracts as applicable, as authorized by said Act.

The Agricultural Preservation Review Committee consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, Planning & Building Inspection Department shall be responsible for reviewing the following in order to consider the establishment of an Agricultural Preserve Contract and/or creation of a Farmland Security Zone.

#### Establishment of Agricultural Preserve and/or Farmland Security Zone Contract

- I. Application
  - A. Original and three copies of application
  - B. Filed on or before September 15th
  - C. Name and address of property owner(s)
  - D. Legal description of the property
  - E. Size (area) of property
  - F. Assessor Parcel Numbers
  - G. Title report containing plot or map
  - H. Indicate current commercial agricultural use and all other uses

- I. Reclassification request, if required
- J. History of Income & Expense
- II. Qualifications
  - A. Areas of 100 acres or more, or group of contiguous parcels (Gov't. Code Sec. 51230) and
  - B. Annual gross income during three of the last five years from production of animals and/or unprocessed agricultural plant products of not less than \$8,000.00 (Res. 80-529, Para 11 (c)).
  - C. Areas of less than 100 acres, but of 40 or more acres if necessary to preserve the unique characteristics of the agricultural enterprise, (Gov't Code Sec. 51230, Res. 80-529, Para 11 (c) and
  - D. Is consistent with the County General Plan. (Gov't Code Section 51234.)
  - E. Land has been used for production of food and fibre products for three of last five years. (Res. 80-529, Para 11 (c).)
  - F. Recently improved lands shall have the potential of a gross \$8,000.00 income the next succeeding year. (Res. 80-529, Para 11 (c).)
  - G. If within one mile of a city, that city has not or will not protest the preserve or contract. (Gov't Code Sections 51233, 51243.5.). If located within a sphere of influence of a city, the creation of the Farmland Security Zone within the sphere of influence has been expressly approved by resolution by the city with jurisdiction within the sphere.
  - H. The property is zoned an appropriate agricultural designation, or that the proper reclassification be requested at the time the contract is applied for. (Res. 80-529, para 1)
  - I. Compatible Uses. Compatible uses permitted on lands within an established "agricultural preserve" and/or "Farmland Security Zone": (1) Shall not be in conflict or inconsistent with or in violation of the basic underlying zoning applicable to the property; (2) Shall be particularly specified and included in the resolution establishing any preserve and/or Farmland Security Zone; (3) Shall be reviewed by the Agricultural Preserve Committee for each proposed contract

and said Committee shall recommend appropriate adjustments. (4) Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c). (Government Code Section 51296.7).

- J. Prime Agricultural Land. Applications for Farmland Security Zones shall not be considered unless the property is predominantly prime agricultural land as defined in Government Code Section 51201(c), or designated on the Important Farmland Series Maps, prepared pursuant to Government Code Section 65570 as predominantly one or more of the following: (1) prime farmland; (2) farmland of statewide significance; (3) unique farmland; (4) farmland of local importance.
- K. The property is not enforceably restricted pursuant to the Open-Space Easement Act of 1974(commencing with Government Code Section 51070.

#### Procedure to make New Contracts

The owner of land applies to the Board of Supervisors on or before September 15th of each year. The application identifies each of the owners of the property and, in addition to a legal description, sets forth the size or acreage of the property. A map accurately showing the exterior boundaries of the property also accompanies the application.

The application should show the rental history or income and expense history of the land for commercial agricultural purposes for the last three (3) years. The owners must also expressly request that the property be rezoned into an appropriate district and that a Farmland Security Zone be created.

The application is submitted together with a nonrefundable \$200.00 fee plus \$50.00 for each additional parcel over one under separate ownership. The Board Clerk forwards the application (together with a transmittal memo indicating the date the application(s) is/are received, and whether the application(s) is/are timely filed), to the Agricultural Preservation Review Committee, consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, and Planning and Building Inspection Department within ten (10) days. The Committee reports on whether the agricultural preserve is consistent with the general plan. (Government Code Section 51234, Resolution No. 80-529, para 3.)

The application(s) is/are to restrict land by contract within an agricultural preserve and/or Farmland Security Zone as applicable. The agricultural preserve may include several ownerships. To be considered for inclusion in an agricultural preserve and/or Farmland Security Zone as applicable, land must have recent history of use primarily for

the production of food and fiber for commercial purposes. An application for the establishment of an agricultural preserve, and/or creation of a Farmland Security Zone as applicable, will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains one hundred (100) or more acres (Government Code Section 51230) and shall have had an annual gross income during three (3) of the last five (5) years of not less than eight thousand dollars (\$8,000). (Resolution No. 80-529, paragraph 11 (c).)

The Board of Supervisors will consider establishing agricultural preserves and/or creating Farmland Security Zones as applicable, of less than one hundred (100) but more than forty (40) acres if it finds that smaller preserves, and/or Farmland Security Zones as applicable, are necessary due to the unique characteristics of the agricultural enterprise. (Resolution No. 80-529, paragraph 11 (c).) For example, specialty crops.

The owner of the land files an application for the creation of a Farmland Security Zone and at the same time files an application to enter into a Farmland Security Zone contract. This may be in a new Farmland Security Zone or in the enlargement of an existing preserve and/or Farmland Security Zone as applicable.

The Board, by resolution, establishes Farmland Security Zones and authorizes the Chair of the Board to sign the contracts within the Farmland Security Zones as applicable. The Board also establishes compatible uses permitted on lands within the "Farmland Security Zones" and the applicable list is appended to each contract.

#### What compatible uses are permitted for a Farmland Security Zone Contract

"Compatible use" is defined in the statute, Section 51201 (e) as follows:

"(e) 'Compatible use' is any use determined by the County or City administering the preserve pursuant to Section 51231 or Section 51238 or Section 51238.1 or by this act to be compatible with the agricultural, recreational, or open-space use of land within the preserve and subject to contract. 'Compatible use' includes agricultural use, recreational use or open-space use unless the Board or Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract pursuant to this chapter."

#### The list of compatible uses approved by the Board within Farmland Security Zones follow:

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings

incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee and the family of employee or lessee incidental to the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.
12. Removal of natural materials.
13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use.  
  
"Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."
14. Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c). (Government Code Section 51296.7).

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

Resolution No. 03-383:

Amend Resolution No. 01-485, Amending )  
Procedure for Agricultural Preserves, to )  
include the word "usually" into item no. 1 )  
of "the list of compatible uses within )  
Agricultural Preserves," to read as )  
follows: "The drying, packing or other )  
processing of an agricultural commodity )  
usually performed on the premises where )  
it is produced." )

WHEREAS, the Board of Supervisors recognizes a clerical error that inadvertently omitted the word "usually" in item no. 1 of the County's list of compatible uses within Agricultural Preserves found in Resolution No. 01-485 approved by the Board on December 11, 2001, and

WHEREAS, the Board of Supervisors recognizes that by re-inserting the word, the list of Board-approved Agricultural Preserve compatible uses will be consistent with the Farmland Security Zone compatible uses found in Resolution No. 01-486 that was also approved by the Board on December 11, 2001.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors amends Resolution No. 01-485, Amending Procedure for Agricultural Preserves, to include the word "usually" into item no. 1 of "the list of compatible uses within Agricultural Preserves," to read as follows:

"The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced."

PASSED AND ADOPTED on this 25th day of November, 2003, by the following vote, to-wit:

AYES: SUPERVISORS CALCAGNO, LINDLEY, JOHNSEN, POTTER and ARMENTA

NOES: NONE

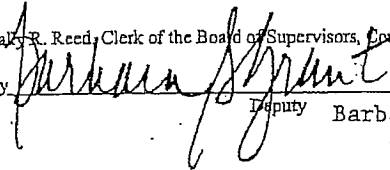
ABSENT: NONE

I, Sally R. Reed, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page X of Minute Book 71, on November 25, 2003.

Dated: 11/25/03

Sally R. Reed, Clerk of the Board of Supervisors, County of Monterey, State of California.

By

  
Deputy Barbara S. Grant

cc: Planning and Building/E. Nordgreen; County Counsel/M. Perry





Resolution No. 01-485 -- )  
Amending Procedure for )  
Agricultural Preserves . . . . . )

NOW, THEREFORE, BE IT RESOLVED that the following procedures shall be used in the County of Monterey for initiating, filing and processing requests to establish agricultural preserves:

- 2428



3. When filed, within ten (10) days of filing, the Clerk shall forward a copy of the application, together with a transmittal memo indicating the date filed, and whether the application was timely filed, to the Assessor, to the Director of Planning and Building Inspection, to the County Counsel, and to the Agricultural Commissioner and/or their designees for their recommendations. The Director of Planning shall submit a report as required by Section 51234 of the Government Code.
4. The Clerk of the Board of Supervisors shall place the matter upon the agenda of the Board of Supervisors. If the Board determines that said application should be granted, the Clerk shall give notice in accordance with the provisions of California Government Code Sections 51230 and 51233.
5. The Board will establish agricultural preserves by resolution. Said resolution shall contain a finding of authorized uses which are compatible with the agricultural uses within the preserve and shall also contain any uniform rules to be adopted for the administering of the preserve.
6. Upon filing the application, the owners of land within the proposed agricultural preserve shall file a request with the Clerk of the Board of Supervisors to enter into a land conservation contract with the County.
7. The Board by resolution shall authorize and direct the Chair of the Board of Supervisors to sign land conservation contracts with the owners of any land within the agricultural preserve.
8. It shall be the policy of the County to establish preserves where qualifications have been met and there is reasonable certainty that contracts will be concluded within a reasonable length of time.
9. It shall also be the policy of this Board to enter into land conservation contracts (a) which provide for a minimum effective period of 20 years; (b) which restrict the use of land to commercial agricultural uses and to uses compatible therewith stated in the agreement; (c) which provide that such contract may not be canceled prior to the date of expiration by their own terms except as provided in said Land Conservation Act, and (d) which also provide for the payment of deferred taxes to the County, unless waived by the Board of Supervisors with the approval of the Secretary of the Resources Agency after the Board's determination that continuation of the contract conditions would seriously jeopardize public health or safety, and upon such cancellation the payment of the same amount and in the same manner as provided by Sections 51283 and 51283.1 of the Government Code.
10. It is further the policy of this Board to provide in such contracts that they shall be effective on the last day of December, prior to the lien date of January first, of the succeeding year, that each shall provide for automatic annual renewal for a period of one year unless notice of non-renewal is given as provided by Section 51245 of



the Government Code. All land conservation contracts and notices of non-renewal thereof shall be recorded by the County. Such contracts shall be binding upon all subsequent transferees of any interest in the real property subject thereto.

11. It is further the policy of this Board to approve only agricultural preserves and land conservation contract applications meeting the following conditions:
  - a. If located within one mile of a city, said city neither protests the establishing of the preserve nor the execution of the contract.
  - b. Land Use. To be considered for inclusion in an agricultural preserve, land must have a recent history of use primarily for the production of food and fibre products for commercial purposes. Use for the production of such products for three out of the last five years shall be required, unless a bona fide commitment to such use is clearly evidenced by shorter use after a material change of circumstances, such as in the case of substantial capital investment to improve previously unimproved property for agricultural purposes or recent availability of agricultural water. "Commercial purposes" shall be interpreted to require that most products produced thereon are sold in normal marketing channels.
  - c. Minimum size and gross income. Applications for establishment of an agricultural preserve will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains 100 or more acres and shall have had an annual gross income during three of the last five years from the production of animals and/or unprocessed agricultural plant products of not less than \$8,000.00, or in the case of recently improved lands, have a potential during the next succeeding year of producing a gross income of \$8,000.00 from the production of animals and/or unprocessed agricultural plant products, provided, however, the Board of Supervisors will consider establishing agricultural preserves of less than 100 acres, but of 40 or more acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of preserves of less than 100 acres is consistent with the general plan of the County.
  - d. Compatible Uses. Compatible uses permitted on lands within an established "agricultural preserve":
    1. Shall not be in conflict or inconsistent with or in violation of the basic underlying zoning applicable to the property;
    2. Shall be particularly specified and included in the resolution establishing any preserve; and



3. Shall be reviewed by the Agricultural Preserve Committee for each proposed contract and said Committee shall recommend appropriate adjustments.

PASSED AND ADOPTED this 11th day of December 2001, upon motion of Supervisor Calcagno, seconded by Supervisor Potter, and carried by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Johnsen and Potter.

NOES: None.

ABSENT: Supervisor Pennycook.

I, SALLY R. REED, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 70, on December 4, 2001.

DATED: December 4, 2001

SALLY R. REED, Clerk of the Board  
of Supervisors, County of Monterey, State of  
California

By: 

Deputy





## ATTACHMENT A

### SUMMARY OF AGRICULTURAL PRESERVE CONTRACT REQUIREMENTS

(Excerpts from Government Code Sections 51230, 51233, 51234, 51243 (a, b), 51243.5, 51244, 51244.5, Resolution No. 80-529; Resolution No. 99-454).

The Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

The purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

The Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by establishing agricultural preserves and entering into land conservation contracts as authorized by said Act.

The Agricultural Preservation Review Committee consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, Planning & Building Inspection Department shall be responsible for reviewing the following in order to consider the establishment of an Agricultural Preserve Contract:

#### Establishment of Agricultural Preserve Contract

- I. Application
  - A. Original and three copies of application
  - B. Filed on or before September 15th
  - C. Name and address of each property owner
  - D. Legal description of the property
  - E. Size (area) of property
  - F. Assessor Parcel Numbers
  - G. Title report containing plot or map
  - H. Indicate current commercial agricultural use and all other uses
  - I. Reclassification request, if required
  - J. History of Income & Expense



## II. Qualifications

- A. Areas of 100 acres or more, or group of contiguous parcels (Gov't. Code Sec. 51230) and
- B. Annual gross income during three of the last five years from production of animals and/or unprocessed agricultural plant products of not less than \$8,000.00 (Res. 80-529, Para 11 (c)).
- C. Areas of less than 100 acres, but of 40 or more acres if necessary to preserve the unique characteristics of the agricultural enterprise, (Gov't Code Sec. 51230, Res. 80-529, Para 11 (c) and
- D. Is consistent with the County General Plan. (Gov't Code Section 51234.)
- E. Land has been used for production of food and fibre products for three of last five years. (Res. 80-529, Para 11 (c).)
- F. Recently improved lands shall have the potential of a gross \$8,000.00 income the next succeeding year. (Res. 80-529, Para 11 (c).)
- G. If within one mile of a city, that city has not or will not protest the preserve or contract. (Gov't Code Sections 51233, 51243.5.)
- H. The property is zoned an appropriate agricultural designation, or that the proper reclassification be requested at the time the contract is applied for. (Res. 80-529, para 1)

### Procedure to make New Contracts

The owner of land applies to the Board of Supervisors on or before September 15 of each year. The application identifies the owners of the property and, besides a legal description, sets forth a size or acreage of the property. A map accurately showing the exterior boundaries of the property also accompanies the application.

The application should show the rental history or income and expense history of the land for commercial agricultural purposes for the last three (3) years. The owners must also request that property be rezoned into an appropriate district. (Resolution No. 80-529, para 1.)

The application is submitted together with a nonrefundable \$200.00 fee plus \$50.00 for each additional parcel over one under separate ownership (Resolution No. 80-529, para 2.). Within ten (10) days of filing, the Board Clerk forwards the application, together with a



transmittal memo indicating the date received, and whether the application was timely filed, to the Agricultural Preservation Review Committee, consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, and Planning and Building Inspection Department within thirty (30) days. The Committee reports on whether the agricultural preserve is consistent with the general plan. (Government Code Section 51234, Resolution No. 80-529, para 3.)

The application is to restrict land by contract within an agricultural preserve. The agricultural preserve may include several ownerships. To be considered for inclusion in an agricultural preserve, land must have recent history of use primarily for the production of food and fiber for commercial purposes. An application for the establishment of an agricultural preserve will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains one hundred (100) or more acres (Government Code Section 51230) and shall have had an annual gross income during three (3) of the last five (5) years of not less than eight thousand dollars (\$8,000). (Resolution No. 80-529, paragraph 11 (c).)

The Board of Supervisors will consider establishing agricultural preserves of less than one hundred (100) but more than forty (40) acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprise. (Resolution No. 80-529, paragraph 11 (c).) For example, specialty crops.

The owner of the land files an application for the establishment of an agricultural preserve and at the same time files an application to enter into an agricultural land conservation contract. This may be in a new agricultural preserve or in the enlargement of an existing preserve.

The Board, by resolution, establishes agricultural preserves and authorizes the Chair of the board to sign all contracts within the preserve. (Resolution No. 80-529; paragraphs 5, 6, 7.) The Board also establishes compatible uses permitted on lands within an established "agricultural preserve" and this list is appended to each contract. (Resolution No. 80-529, paragraph 11 (d).)

#### What compatible uses are permitted for an Agricultural Preserve Contract

"Compatible use" is defined in the statute, Section 51201 (e) as follows:

"(e) 'Compatible use' is any use determined by the County or City administering the preserve pursuant to Section 51231 or Section 51238 or by this act to be compatible with the agricultural, recreational, or open-space use of land within the preserve and subject to contract. 'Compatible use' includes agricultural use, recreational use or open-space use unless the Board or Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract pursuant to this chapter."

The list of compatible uses within Agricultural Preserves approved by the Board follow:



1. The drying, packing or other processing of an agricultural commodity performed on the premises where it is produced.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.
4. Dwellings for persons employed by owner or lessee and the family of the employee or lessee incidental to the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.
12. Removal of natural materials.
13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use.

"Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."

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# Attachment D

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# Attachment D

## 2022 Williamson Act Applications

App No.	Planning Area	Applicant	*FSZ Acreage	APN(s)
2022-01	Central Salinas Valley	Yellow Juliet II, LLC	304.01	145-011-064
2022-02	Central Salinas Valley	KVL Holdings, Inc.	330.73	183-021-016 183-021-033
2022-03	Greater Salinas	Nixon Farms, LLC	297.11	107-031-007 107-031-008
2022-04	Greater Salinas	Fanoe-Johnson Ranch Trust U/D/T dated February 9, 2021, Jane Fanoe Limited Partnership dated December 29, 1999, Trust B of James D. Fanoe, Jr. Family Trust U/A dated June 24, 1985	755.74	107-031-017 107-031-024
2022-05	Greater Salinas	1992 Beverly Silliman Revocable Trust U/D/T dated May 8, 1992, Claudia M. Kelley Revocable Trust Executed October 15, 2012, Gary A. Marsh Living Trust, dated November 29, 2012	58.74	177-081-017 207-121-009
2022-06	Central Salinas Valley	Linda S. De Santiago Living Trust dated December 21, 1998	178.18	165-101-006 165-101-008

\*Acreage is based on GIS approximate land area for combined parcels (if more than one parcel)

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# Attachment E

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# Attachment E

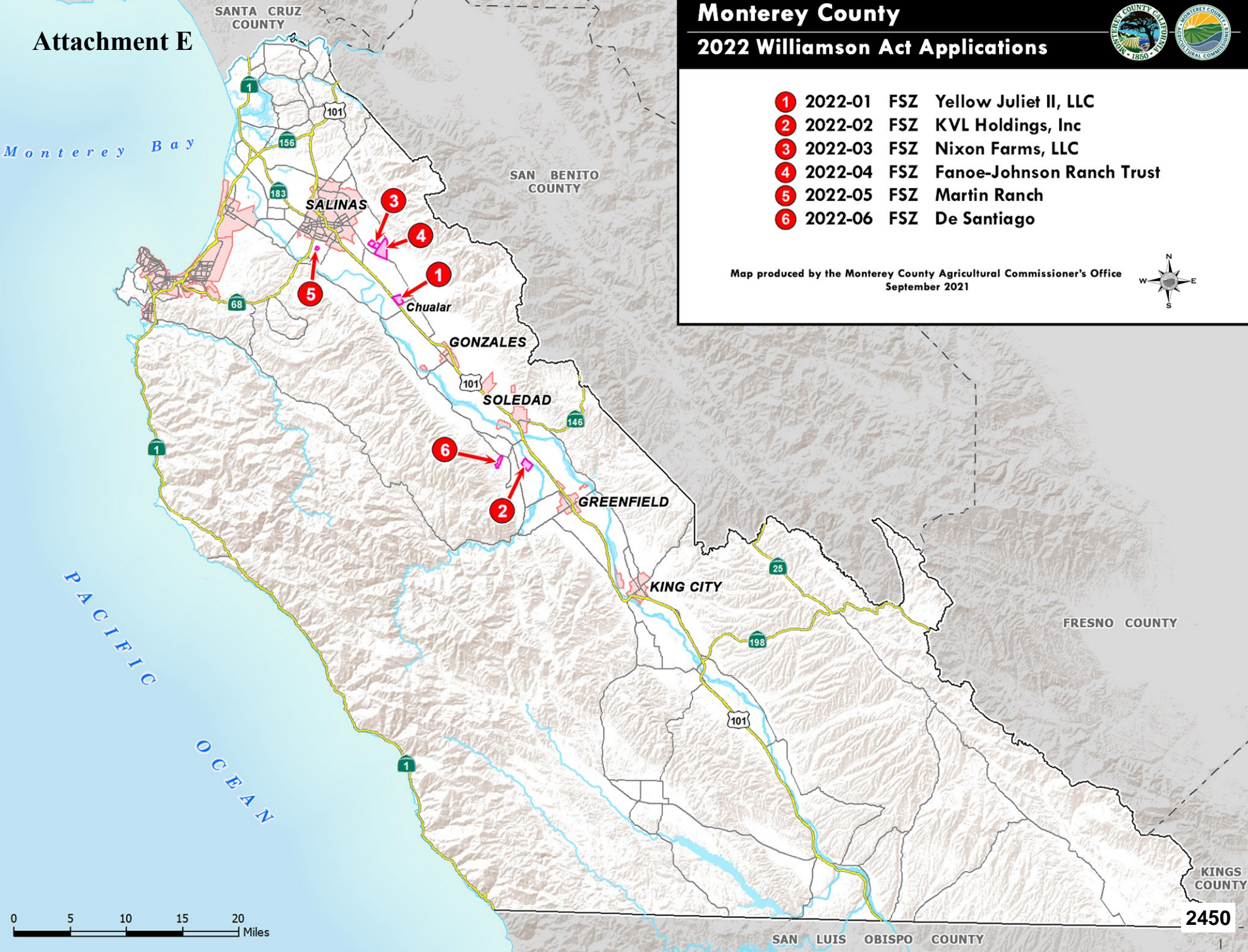
## Monterey County

### 2022 Williamson Act Applications



- |   |         |     |                           |
|---|---------|-----|---------------------------|
| 1 | 2022-01 | FSZ | Yellow Juliet II, LLC     |
| 2 | 2022-02 | FSZ | KVL Holdings, Inc         |
| 3 | 2022-03 | FSZ | Nixon Farms, LLC          |
| 4 | 2022-04 | FSZ | Fanoe-Johnson Ranch Trust |
| 5 | 2022-05 | FSZ | Martin Ranch              |
| 6 | 2022-06 | FSZ | De Santiago               |

Map produced by the Monterey County Agricultural Commissioner's Office  
September 2021



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# Monterey County

Item No.52

## Board Report

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

Legistar File Number: 21-992

November 16, 2021

Introduced: 11/5/2021

Current Status: RMA Public Works -  
Consent

Version: 1

Matter Type: General Agenda Item

- a. Approve the Right of Entry and Indemnification Agreement (Agreement) between the County and the Pajaro Sunny Mesa Community Services District (PSMCSD) for access and use of warehouse space located at 24 San Juan Road, in the unincorporated community of Pajaro, California; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Right of Entry and Indemnification Agreement (Agreement), and any future amendments under similar terms, conditions, and format if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Management.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve the Right of Entry and Indemnification Agreement (Agreement) between the County and the Pajaro Sunny Mesa Community Services District (PSMCSD) for access and use of warehouse space located at 24 San Juan Road, in the unincorporated community of Pajaro, California; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Right of Entry and Indemnification Agreement (Agreement), and any future amendments under similar terms, conditions, and format if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Management.

### SUMMARY/DISCUSSION:

Approval of the Right of Entry and Indemnification Agreement (Agreement) will allow the County access to storage space owned by the Pajaro Sunny Mesa Community Services District (PSMCSD) at 24 San Juan Road (Storage Location), located in the unincorporated community of Pajaro, California.

Storage space and access is required as part of the Pajaro levee encampment abatement (Encampment Abatement) tentatively commencing the week of November 15, 2021. The Encampment Abatement will be conducted under the direction and collaboration of Public Works, Facilities, and Parks (PWFP) and the Monterey County Water Resources Agency (WRA). PWFP and WRA will store personal property securely at the Storage Location and will provide individuals who have been relocated the opportunity to establish ownership of the property and reclaim said property during normal weekday business hours for a period of ninety (90) days from the date said property is first stored.

The Agreement includes a non-County standard indemnification clause with the County agreeing to indemnify, defend, and hold harmless PSMCSD against any claims and losses related to the County's use of the Storage Location.

PWFP is requesting that the Board approve and authorize future amendments to the Agreement should similar storage needs associated with a future encampment abatement arise. Any future amendment would be subject to review and approval of PSMCSD and by the Office of the County Counsel-Risk Management.

Approval and execution of the Agreement will provide the PWFP and WRA with immediate access to the Storage Location required for personal property stored on behalf of individuals who are relocated as part of the Encampment Abatement.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management has reviewed and approved the proposed Agreement as to form. Risk Management has reviewed as to indemnification provisions and approves subject to Board approval.

FINANCING:

There is no anticipated fiscal impact to the General Fund resulting from approval of the Agreement. In the spirit of cooperation, Pajaro Sunny Mesa Community Services District has waived occupancy fees.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action supports the Board of Supervisors strategic initiative for Public Safety and Health and Human Services. Approval of the Agreement will aid in properly conducting the Encampment Abatement and mitigate any potential public safety issues. Approval of the Agreement also provides individuals experiencing homelessness and relocation due to the Encampment Abatement with the opportunity to reclaim personal property at the Storage Location.

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

Prepared by: George K. Salcido, Real Property Specialist, (831) 755-4859

Approved by: Lindsay Lerable, Chief of Facilities

Approved by: Randell Ishii, M.S., P.E., T.E., P.T.O.E.

Director of Public Works, Facilities and Parks

Attachments:

Attachment A - Right of Entry and Indemnification Agreement

Attachment B - Location Map

(Attachments on File with the Clerk of the Board)



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: 21-992**

**November 16, 2021**

**Introduced:** 11/5/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Approve the Right of Entry and Indemnification Agreement (Agreement) between the County and the Pajaro Sunny Mesa Community Services District (PSMCSD) for access and use of warehouse space located at 24 San Juan Road, in the unincorporated community of Pajaro, California; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Right of Entry and Indemnification Agreement (Agreement), and any future amendments under similar terms, conditions, and format if deemed by the Contracts/Purchasing Officer to be in the best interest of the County, subject to review and approval by the Office of the County Counsel-Risk Management.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

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The Agreement includes a non-County standard indemnification clause with the County agreeing to

Legistar File Number: 21-992

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indemnify, defend, and hold harmless PSMCSD against any claims and losses related to the County's use of the Storage Location.

PWFP is requesting that the Board approve and authorize future amendments to the Agreement should similar storage needs associated with a future encampment abatement arise. Any future amendment would be subject to review and approval of PSMCSD and by the Office of the County Counsel-Risk Management.

Approval and execution of the Agreement will provide the PWFP and WRA with immediate access to the Storage Location required for personal property stored on behalf of individuals who are relocated as part of the Encampment Abatement.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management has reviewed and approved the proposed Agreement as to form. Risk Management has reviewed as to indemnification provisions and approves subject to Board approval.

FINANCING:

There is no anticipated fiscal impact to the General Fund resulting from approval of the Agreement. In the spirit of cooperation, Pajaro Sunny Mesa Community Services District has waived occupancy fees.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action supports the Board of Supervisors strategic initiative for Public Safety and Health and Human Services. Approval of the Agreement will aid in properly conducting the Encampment Abatement and mitigate any potential public safety issues. Approval of the Agreement also provides individuals experiencing homelessness and relocation due to the Encampment Abatement with the opportunity to reclaim personal property at the Storage Location.


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

Prepared by: George K. Salcido, Real Property Specialist, (831) 755-4859

Approved by: Lindsay Lerable, Chief of Facilities

Approved by: Randell Ishii, M.S., P.E., T.E., P.T.O.E.

Director of Public Works, Facilities and Parks

DocuSigned by:  
  
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Attachments:

Attachment A - Right of Entry and Indemnification Agreement

Attachment B - Location Map

*Legistar File Number: 21-992*

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(Attachments on File with the Clerk of the Board)

# Attachment A

## RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT

This Right of Entry and Indemnification Agreement (Agreement) is made by and between the **Pajaro/Sunny Mesa Community Services District**, a community services district of Monterey County formed pursuant to Title 6, Division 3 of the Government Code (hereinafter referred to as "District") and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "County"), and collectively referred to as "the Parties".

This Agreement permits the right to enter and temporarily use the District's Pajaro Park property located **at 24 San Juan Road, Pajaro, California 95076 ("Property") and as further defined on Exhibit "A"**, which is attached and incorporated herein, for the purposes set forth below.

Term: **November 15, 2021 through February 13, 2022, with the exception of December 21, 2021 thru December 25, 2021**

Hours: **Monday through Friday 7:30 am to 4:00 pm\***  
**\*By arranged access with District**

County Contact: **Department of Public Work (Facilities), Real Property Specialist  
George Salcido, 831-755-4859, email: salcidog@co.monterey.ca.us**

District Contact: **General Manager  
Don Rosa, 831-722-2137, email: info@pajarosunnymesa.com**

Fee: **\$0.00**

Purpose: **To perform necessary storage activities for homeless individuals under the direction of the County and Agency, and as further defined below.**

The County will store unattended personal property and personal property entrusted to it by individuals relocated from illegal campsites in or near the Pajaro River Homeless Encampment. Consistent with due process of law, County will store such personal property securely, and will provide individuals who have relocated the opportunity to establish ownership of the property and reclaim it during normal weekday business hours for a period of at least ninety (90) days from the date it is first stored. County will not store property that is large or bulky; hazardous; illegal to possess; severely damaged; or infested with insects, rodents, or other vermin. County will not store property determined to be abandoned as opposed to unattended.

In the furtherance of the specified purpose, the County agrees to indemnify, defend, and hold harmless the District's officers, agents, and employees from and against any and all claims and losses whatsoever arising out of or in any way related to the County's performance under this Agreement, including but not limited to claims for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert fees) incurred by the District in connection with such claims. "The County's performance" includes the County's action or inaction, and the action or inaction of its officers, employees, contractors, agents or designees. The County's obligation to indemnify the District does not extend to any claim or losses arising out of the sole negligence or willful misconduct of the District, or of the District's officers, agents, or employees. The County shall restore, or cause the restoration of, the Property to the original condition or to a



condition reasonably acceptable to the District upon completion of the purpose for entry onto the Property.

County may designate in writing to the District an agent, or other person or entity, to perform or be responsible for the work set forth above. The County, or its agent or designee, shall comply with all applicable local, state or federal laws and regulations in the performance of the work pursuant to this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. 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. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by all Parties. To facilitate execution of this Agreement, the Parties may execute and exchange by facsimile or electronic counterparts of the signature pages.

The Parties acknowledge that they had an opportunity to seek respective counsel in the development and approval of this Agreement.

The persons executing this Agreement on behalf of the County and the District hereby covenant and warrant that they are duly authorized to execute this Agreement.

#### County of Monterey

By: \_\_\_\_\_  
Dr. Debra R. Wilson

Title: Acting Contracts-Purchasing Officer  
Date: \_\_\_\_\_

Approved as to form:

Office of the County Counsel  
Leslie J. Girard, County Counsel

By: \_\_\_\_\_  
Mary Grace Perry

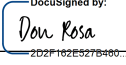
Title: Deputy County Counsel  
Date: \_\_\_\_\_

Office of the County Counsel-Risk Management  
Approved as to Liability Provisions:

By: \_\_\_\_\_  
Danielle P. Mancuso

Title: Risk Manager  
Date: \_\_\_\_\_

#### Pajaro/Sunny Mesa Community Services District

By:  \_\_\_\_\_  
Don Rosa

Title: General Manager  
Date: 11/4/2021 | 8:40 AM PDT

## Exhibit "A"

**Pajaro Park**  
**24 San Juan Road, Pajaro, California**

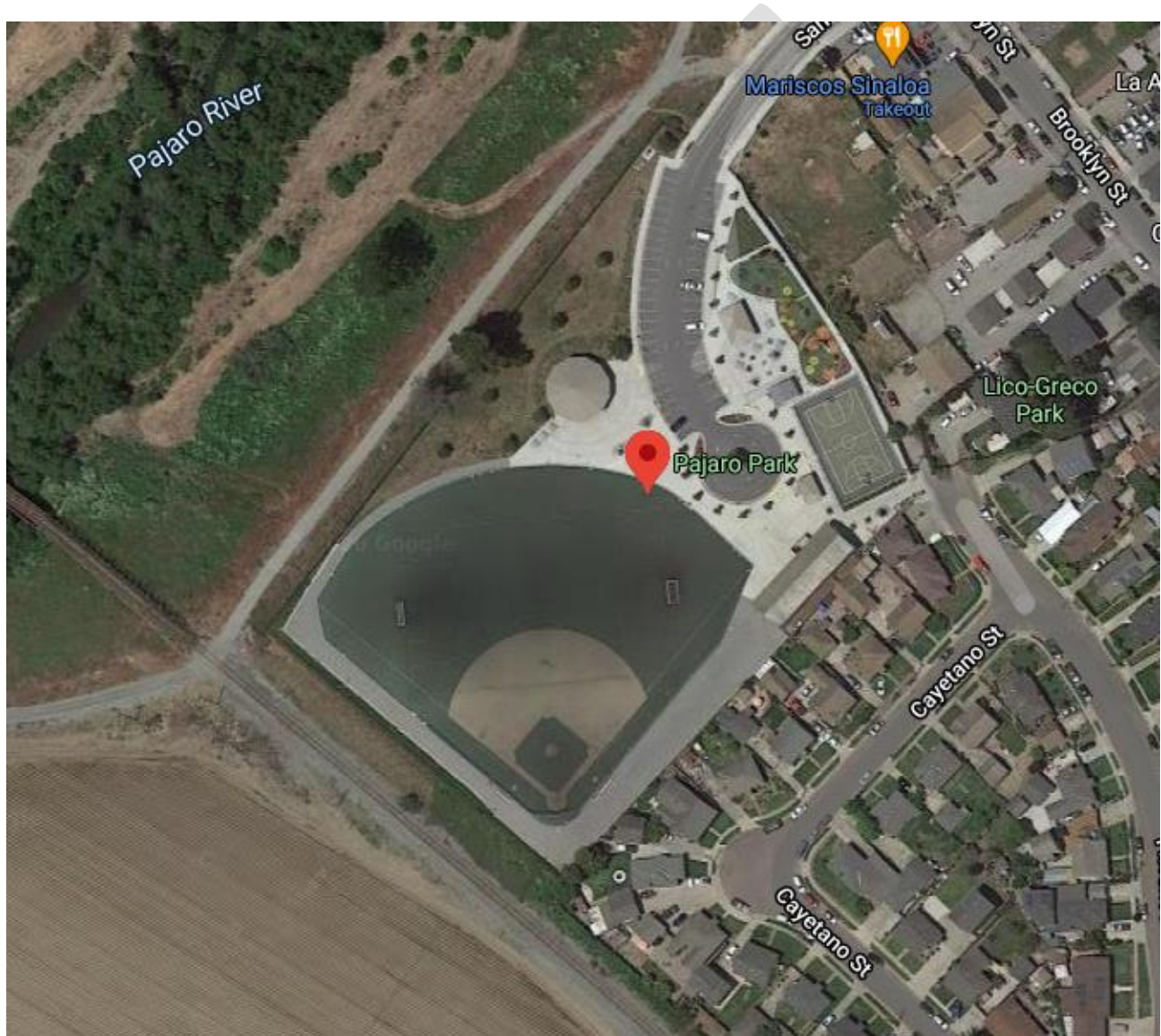


## Attachment B



# Location Map

**Pajaro Park**  
24 San Juan Road, Pajaro, California





# Monterey County

**Item No.53**

## Board Report

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

**Legistar File Number: 21-940**

**November 16, 2021**

**Introduced:** 10/25/2021

**Current Status:** RMA Public Works -  
Consent

**Version:** 1

**Matter Type:** General Agenda Item

Authorize and direct Public Works, Facilities, & Parks to negotiate an amendment to the existing management agreement with Urban Park Concessionaires for management of Lake Nacimiento Resort operations incorporating provisions for a concessionaire-owned and managed boat rental fleet.

### RECOMMENDATION:

It is recommended that the Board of Supervisors authorize and direct Public Works, Facilities, & Parks to negotiate an amendment to the existing management agreement with Urban Park Concessionaires for management of Lake Nacimiento Resort operations incorporating provisions for a concessionaire-owned and managed boat rental fleet.

### SUMMARY/DISCUSSION:

On May 3, 2011, the Board of Supervisors approved a management agreement, including a vehicle/vessel lease, with Urban Park Concessionaires (UPC) to manage the resort businesses at Lake Nacimiento and Lake San Antonio. This Agreement was subsequently renewed to provide continued facilities management services. On January 15, 2019, the Board approved the removal of Lake San Antonio (LSA) from Enterprise Fund 452, and the County gradually assumed full management of the LSA recreational facilities. On July 23, 2019, per the Request for Proposals (RFP) #10674 solicitation for facility management services, the Board approved a new management agreement with UPC, the sole responder to the RFP, to manage the resort and recreation areas at Lake Nacimiento from August 1, 2019 to December 31, 2026. Under this new agreement, UPC continued leasing County-owned vehicles and vessels.

For several years, County budgetary constraints have limited the investment in Lake Nacimiento's infrastructure and revenue-generating amenities. Initially, the County's boat rental inventory was comprised of 23 motorized boats and produced significant annual revenue. The business plan provided for replacement of rental vessels after five years of service with new units. Budgetary constraints obviated the planned replacements and ongoing fleet renewal. Since 2011, the number of rental vessels remaining in service has eroded to five units.

Boat rentals are a primary draw at a lake resort. The decrease in available vessel rentals at Lake Nacimiento has negatively impacted not only marina revenues, but also revenues across all sectors of the resort operation. The deteriorating rental fleet has had a domino effect, greatly reducing marketability of the offering, which, in turn, attracts less visitors and adversely impacts day use, lodging, camping, fuel sales, and boat and equipment rental revenue-generation sectors at the park.

The chart below highlights annual lost revenue as compared to the revenue generators available at the inception of the initial agreement in 2011. As the revenue generators at the resort continue to deteriorate, the ability to realize a profit or *break even* within the Enterprise Fund declines correspondingly.

<u>Revenue Generator</u>	<u>Service Units Removed</u>	<u>Average Annual Revenue/Unit</u>	<u>Annual Lost Revenue</u>
Rental Trailers	2	\$18,000	\$ 36,000
Lakeview Lodges	5	20,000	100,000
Mobile Homes	1	30,000	30,000
Boat Rentals	18	30,000	<u>540,000</u>
		TOTAL	\$706,000

UPC has proposed purchasing ten new Crest Classic LX 240 SCL pontoon boats to bolster Lake Nacimiento's rental fleet and improve the resort's overall operation. A full fleet of rental boats yields the preponderance of revenue at a resort and enhances all other revenue-generating sectors as well. Lake Nacimiento's boat rental revenue alone with a revitalized fleet is projected to generate \$300,000-\$400,000 annually. Attachment A lists the vessels proposed for purchase to invigorate the rental fleet before the 2022 peak season along with potential daily rental rates. An amendment to the existing management agreement to incorporate provisions for a concessionaire-owned and managed boat rental fleet is necessary. The addition of new boats to the rental fleet will allow UPC to increase marketing efforts, thereby increasing park visitation. Ancillary revenues generated are projected to exceed \$280,000 annually, excluding boat rental revenue.

Public Works, Facilities, & Parks (PWFP) views this proposal as a unique, mutually beneficial opportunity to increase guest satisfaction, revenue generation, and overall visitation at the Lake Nacimiento Resort with minimal to no County capital outlay. The proposed amendment would allow for UPC to purchase and operate a rental fleet under the terms of the management agreement. All finances related to the UPC-owned fleet would be run under a separate set of financials, which would be available to the County for audit purposes. The County would receive 15% of gross revenues attained by the rental fleet as well as all ancillary revenues including, but not limited to: fuel sales, admissions, and accommodations. UPC would be solely responsible for all operating costs related to the UPC-owned rental fleet. To efficiently operate and respond to fluctuations in demand, UPC would independently set and adjust its fleet rental fees. County-owned vessels would continue to be rented at the approved rates listed in Article V- Parks User Fees. If required, Article V-Parks User Fees would be amended to add a category of concessionaire-owned boat rental rates. The current term of UPC's management agreement, through December 31, 2026, would remain unchanged.

Alternately, if the Board should decide to fund the fleet purchase, the estimated procurement cost for a comparable fleet is \$510,000. A revitalized County-owned fleet is estimated to produce annual Gross Revenues of \$336,000 with related operating expenses of \$196,000, generating an approximate net income of \$140,000 annually. Operating expenses include depreciation and Vehicle Acquisition Management Plan (VAMP) expenses assuming a 7-year useful life. Though participation in the VAMP program is optional, it is highly advisable given the need to replace rental vessels every 5-7

years. While annual profits realized would exceed the Franchise Fee proposed by \$80,000-\$95,000 a year, a capital injection of this amount would be more suitably directed to permanent County infrastructure assets (e.g., lodging, campgrounds, roads) given existing deferred maintenance needs.

PWFP requests the Board authorize and direct PWFP staff to negotiate an amendment to the UPC management agreement to incorporate provisions for a concessionaire-owned and managed boat rental fleet. If such direction is provided, PWFP anticipates returning for approval of the agreement amendment in January 2022.

FINANCING:

If the agreement amendment is approved for a concessionaire owned/managed rental fleet, Lake Nacimiento fleet rental revenues are expected to increase by \$45,000 to \$60,000 annually (15% Gross Revenue), plus additional ancillary revenues are projected at \$280,000 annually. UPC would be solely responsible for all costs associated with the proposed concessionaire-owned/managed rental boat fleet.

OTHER AGENCY INVOLVEMENT:

If the recommendation is approved, PWFP staff will work with County Counsel in the preparation of an agreement amendment. This item was presented to the Parks Commission on November 3, 2021.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation is consistent with the Board of Supervisors' Economic Development, Administration, and Health & Human Services Strategic Initiatives. Efficient, cost-effective management of County Parks and proactively seeking alternative funding enhance the County's ability to offer expanded public recreational facilities at Lake Nacimiento. The availability of County parks and open spaces provides opportunities for healthy living activities. The potential new boat rental opportunities will increase the marketability of the park thereby increasing park visitation which will also stimulate economic development in the surrounding community.

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

Prepared by: Nate Merkle, Administrative Operations Manager (831) 755-5462

Reviewed by: Bryan Flores, Interim Chief of Parks

Reviewed by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities, & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Attachment:

Attachment A-Proposed Concessionaire Fleet & Rental Rates

(Attachment is on file with the Clerk of the Board)



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: 21-940**

**November 16, 2021**

**Introduced:** 10/25/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

Authorize and direct Public Works, Facilities, & Parks to negotiate an amendment to the existing management agreement with Urban Park Concessionaires for management of Lake Nacimiento Resort operations incorporating provisions for a concessionaire-owned and managed boat rental fleet.

### RECOMMENDATION:

It is recommended that the Board of Supervisors authorize and direct Public Works, Facilities, & Parks to negotiate an amendment to the existing management agreement with Urban Park Concessionaires for management of Lake Nacimiento Resort operations incorporating provisions for a concessionaire-owned and managed boat rental fleet.

### SUMMARY/DISCUSSION:

On May 3, 2011, the Board of Supervisors approved a management agreement, including a vehicle/vessel lease, with Urban Park Concessionaires (UPC) to manage the resort businesses at Lake Nacimiento and Lake San Antonio. This Agreement was subsequently renewed to provide continued facilities management services. On January 15, 2019, the Board approved the removal of Lake San Antonio (LSA) from Enterprise Fund 452, and the County gradually assumed full management of the LSA recreational facilities. On July 23, 2019, per the Request for Proposals (RFP) #10674 solicitation for facility management services, the Board approved a new management agreement with UPC, the sole responder to the RFP, to manage the resort and recreation areas at Lake Nacimiento from August 1, 2019 to December 31, 2026. Under this new agreement, UPC continued leasing County-owned vehicles and vessels.

For several years, County budgetary constraints have limited the investment in Lake Nacimiento's infrastructure and revenue-generating amenities. Initially, the County's boat rental inventory was comprised of 23 motorized boats and produced significant annual revenue. The business plan provided for replacement of rental vessels after five years of service with new units. Budgetary constraints obviated the planned replacements and ongoing fleet renewal. Since 2011, the number of rental vessels remaining in service has eroded to five units.

Boat rentals are a primary draw at a lake resort. The decrease in available vessel rentals at Lake Nacimiento has negatively impacted not only marina revenues, but also revenues across all sectors of the resort operation. The deteriorating rental fleet has had a domino effect, greatly reducing marketability of the offering, which, in turn, attracts less visitors and adversely impacts day use, lodging, camping, fuel sales, and boat and equipment rental revenue-generation sectors at the park. The chart below highlights annual lost revenue as compared to the revenue generators available at the



inception of the initial agreement in 2011. As the revenue generators at the resort continue to deteriorate, the ability to realize a profit or *break even* within the Enterprise Fund declines correspondingly.

<u>Revenue Generator</u>	<u>Service Units Removed</u>	<u>Average Annual Revenue/Unit</u>	<u>Annual Lost Revenue</u>
Rental Trailers	2	\$18,000	\$ 36,000
Lakeview Lodges	5	20,000	100,000
Mobile Homes	1	30,000	30,000
Boat Rentals	18	30,000	<u>540,000</u>
		TOTAL	\$706,000

UPC has proposed purchasing ten new Crest Classic LX 240 SCL pontoon boats to bolster Lake Nacimiento's rental fleet and improve the resort's overall operation. A full fleet of rental boats yields the preponderance of revenue at a resort and enhances all other revenue-generating sectors as well. Lake Nacimiento's boat rental revenue alone with a revitalized fleet is projected to generate \$300,000-\$400,000 annually. Attachment A lists the vessels proposed for purchase to invigorate the rental fleet before the 2022 peak season along with potential daily rental rates. An amendment to the existing management agreement to incorporate provisions for a concessionaire-owned and managed boat rental fleet is necessary. The addition of new boats to the rental fleet will allow UPC to increase marketing efforts, thereby increasing park visitation. Ancillary revenues generated are projected to exceed \$280,000 annually, excluding boat rental revenue.

Public Works, Facilities, & Parks (PWFP) views this proposal as a unique, mutually beneficial opportunity to increase guest satisfaction, revenue generation, and overall visitation at the Lake Nacimiento Resort with minimal to no County capital outlay. The proposed amendment would allow for UPC to purchase and operate a rental fleet under the terms of the management agreement. All finances related to the UPC-owned fleet would be run under a separate set of financials, which would be available to the County for audit purposes. The County would receive 15% of gross revenues attained by the rental fleet as well as all ancillary revenues including, but not limited to: fuel sales, admissions, and accommodations. UPC would be solely responsible for all operating costs related to the UPC-owned rental fleet. To efficiently operate and respond to fluctuations in demand, UPC would independently set and adjust its fleet rental fees. County-owned vessels would continue to be rented at the approved rates listed in Article V- Parks User Fees. If required, Article V-Parks User Fees would be amended to add a category of concessionaire-owned boat rental rates. The current term of UPC's management agreement, through December 31, 2026, would remain unchanged.

Alternately, if the Board should decide to fund the fleet purchase, the estimated procurement cost for a comparable fleet is \$510,000. A revitalized County-owned fleet is estimated to produce annual Gross Revenues of \$336,000 with related operating expenses of \$196,000, generating an approximate net income of \$140,000 annually. Operating expenses include depreciation and Vehicle Acquisition Management Plan (VAMP) expenses assuming a 7-year useful life. Though participation in the VAMP program is optional, it is highly advisable given the need to replace rental vessels every 5-7 years. While annual profits realized would exceed the Franchise Fee proposed by \$80,000-\$95,000

a year, a capital injection of this amount would be more suitably directed to permanent County infrastructure assets (e.g., lodging, campgrounds, roads) given existing deferred maintenance needs.

PWFP requests the Board authorize and direct PWFP staff to negotiate an amendment to the UPC management agreement to incorporate provisions for a concessionaire-owned and managed boat rental fleet. If such direction is provided, PWFP anticipates returning for approval of the agreement amendment in January 2022.

FINANCING:

If the agreement amendment is approved for a concessionaire owned/managed rental fleet, Lake Nacimiento fleet rental revenues are expected to increase by \$45,000 to \$60,000 annually (15% Gross Revenue), plus additional ancillary revenues are projected at \$280,000 annually. UPC would be solely responsible for all costs associated with the proposed concessionaire-owned/managed rental boat fleet.

OTHER AGENCY INVOLVEMENT:

If the recommendation is approved, PWFP staff will work with County Counsel in the preparation of an agreement amendment. This item was presented to the Parks Commission on November 3, 2021.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation is consistent with the Board of Supervisors' Economic Development, Administration, and Health & Human Services Strategic Initiatives. Efficient, cost-effective management of County Parks and proactively seeking alternative funding enhance the County's ability to offer expanded public recreational facilities at Lake Nacimiento. The availability of County parks and open spaces provides opportunities for healthy living activities. The potential new boat rental opportunities will increase the marketability of the park thereby increasing park visitation which will also stimulate economic development in the surrounding community.

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

Prepared by: Nate Merkle, Administrative Operations Manager (831) 755-5462

Reviewed by: Bryan Flores, Interim Chief of Parks

Reviewed by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities, & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

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Attachment:

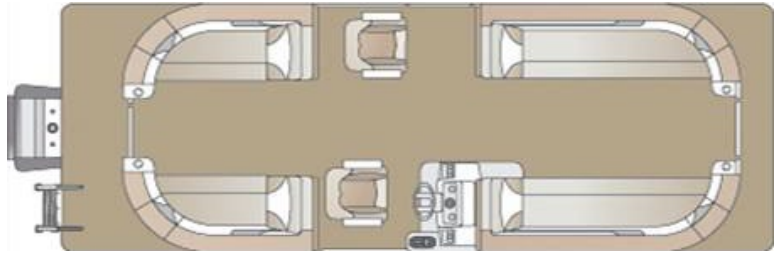
Attachment A-Proposed Concessionaire Fleet & Rental Rates

(Attachment is on file with the Clerk of the Board)

# Attachment A

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UPC proposes to purchase 10 new Crest Classic LX 240 SCL pontoons to add to the Lake Nacimiento Resort rental fleet by late spring 2022



The proposed rates for UPC fleet are projected in the \$700 range for a full-day rental.

UPC PROPOSED RENTAL RATES 2022			
Vessel Rentals	QTY	Rental Duration	2022 Rate
Premium Pontoon	10	Full Day	\$700
		½ Day	\$400
21' Pontoon/Revamped	1	Full Day	\$615
		½ Day	\$340
21' Pontoon/Revamped	2	Full Day	\$675
		½ Day <i>(Fall/Winter)</i>	\$370
24' Pontoon/Revamped	1	Full Day	\$535
		½ Day <i>(Fall/Winter)</i>	\$300



# Monterey County

Item No.54

## Board Report

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

Legistar File Number: A 21-531

November 16, 2021

Introduced: 10/29/2021

Current Status: RMA Public Works -  
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve Amendment No. 1 to Standard Agreement with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rate schedule; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
- b. Approve Amendment No. 1 to Standard Agreement with The Don Chapin Company, Inc. to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rates; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to each Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve Amendment No. 1 to Standard Agreement with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rate schedule; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
- b. Approve Amendment No. 1 to Standard Agreement with The Don Chapin Company, Inc. to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rates; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to each Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

SUMMARY/DISCUSSION:

A significant portion of County owned Road and Bridge Maintenance equipment is obsolete relative to mandated regulations (e.g., air emissions), aging and unreliable. Equipment is being replaced through a fleet asset management plan, but will span the course of years. Moreover, there is specialized equipment that must be deployed, dependent on the nature of the assignment. To provide responsive, efficient, and high-quality public service, the Department of Public Works, Facilities, & Parks (PWFP) needs to supplement its workforce and equipment with local contractors on an “as-needed basis” and in preparation for potential winter storms. The proposed Amendment No. 1 to each Standard Agreement (SA) will supplement staff positions and will not reduce existing staff work or positions.

PWFP has identified a continued need for Granite Construction Company and The Don Chapin Company, Inc. to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis as requested by PWFP. Amendment No. 1 to each SA will update the rates; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date of each SA from December 31, 2021 for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022.

Attachment A provides a summary of the SAs to date. Attachment B provides a summary of the annual expenditures and balance of the SAs to date.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller’s Office have reviewed and approved Amendment No. 1 to each Agreement as to form, and fiscal provisions, respectively.

FINANCING:

Sufficient appropriations are available in the FY 2021-22 Adopted Budget for Road and Bridge Maintenance, Road Fund 002, Appropriation Unit PFP004 to fund Amendment No. 1. The amounts for the remaining FY 2022-23 of the SAs will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors’ Strategic Initiatives for Infrastructure and Public Safety. These services will allow PWFP to provide efficient, responsive service to County roadways and residents to enhance public safety and supplement County infrastructure.

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

Prepared by: John Coffman, Road Maintenance Superintendent (831) 755-4926

Reviewed by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities, & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

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

Attachment A-Summary of Standard Agreements

Attachment B-Summary of SA Annual Expenditures & Balance

Attachment C-A1 to SA with Granite Construction Co

Attachment D-SA with Granite Construction Company

Attachment E-A1 to SA The Don Chapin Co Inc.

Attachment F-SA The Don Chapin Co Inc





# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-531**

**November 16, 2021**

**Introduced:** 10/29/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve Amendment No. 1 to Standard Agreement with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rate schedule; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
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- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to each Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve Amendment No. 1 to Standard Agreement with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rate schedule; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
- b. Approve Amendment No. 1 to Standard Agreement with The Don Chapin Company, Inc. to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rates; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
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SUMMARY/DISCUSSION:

A significant portion of County owned Road and Bridge Maintenance equipment is obsolete relative to mandated regulations (e.g., air emissions), aging and unreliable. Equipment is being replaced through a fleet asset management plan, but will span the course of years. Moreover, there is specialized equipment that must be deployed, dependent on the nature of the assignment. To provide responsive, efficient, and high-quality public service, the Department of Public Works, Facilities, & Parks (PWFP) needs to supplement its workforce and equipment with local contractors on an “as-needed basis” and in preparation for potential winter storms. The proposed Amendment No. 1 to each Standard Agreement (SA) will supplement staff positions and will not reduce existing staff work or positions.

PWFP has identified a continued need for Granite Construction Company and The Don Chapin Company, Inc. to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis as requested by PWFP. Amendment No. 1 to each SA will update the rates; increase the not to exceed amount of \$100,000 by \$200,000 for a total amount not to exceed \$300,000; and extend the expiration date of each SA from December 31, 2021 for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022.

Attachment A provides a summary of the SAs to date. Attachment B provides a summary of the annual expenditures and balance of the SAs to date.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller’s Office have reviewed and approved Amendment No. 1 to each Agreement as to form, and fiscal provisions, respectively.

FINANCING:

Sufficient appropriations are available in the FY 2021-22 Adopted Budget for Road and Bridge Maintenance, Road Fund 002, Appropriation Unit PFP004 to fund Amendment No. 1. The amounts for the remaining FY 2022-23 of the SAs will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors’ Strategic Initiatives for Infrastructure and Public Safety. These services will allow PWFP to provide efficient, responsive service to County roadways and residents to enhance public safety and supplement County infrastructure.

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

Prepared by: John Coffman, Road Maintenance Superintendent (831) 755-4926

Reviewed by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities, & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

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*Legistar File Number: A 21-531*

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

Attachment A-Summary of Standard Agreements

Attachment B-Summary of SA Annual Expenditures & Balance

Attachment C-A1 to SA with Granite Construction Co

Attachment D-SA with Granite Construction Company

Attachment E-A1 to SA The Don Chapin Co Inc.

Attachment F-SA The Don Chapin Co Inc

## ATTACHMENT A – SUMMARY OF STANDARD AGREEMENTS

### Granite Construction Company (Multi-Year Agreement (MYA) #3200\*5541)

SA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	SA/Amendment Amount/Increase and Term/Extension	SA Total
SA	N/A / February 5, 2021	Original Amount: \$100,000 Original Term: January 1, 2021 to December 31, 2021	\$100,000
Amendment No. 1	Pending	Increase Amount by \$200,000 Extend Term to December 31, 2022 Update Labor and Equipment Rental Rates, effective January 1, 2022 Update Agreement Provisions	\$300,000

### The Don Chapin Company, Inc. (Multi-Year Agreement (MYA) #3200\*5496)

SA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	SA/Amendment Amount/Increase and Term/Extension	SA Total
SA	N/A / December 14, 2020	Original Amount: \$100,000 Original Term: January 1, 2021 to December 31, 2021	\$100,000
Amendment No. 1	Pending	Increase Amount by \$200,000 Extend Term to December 31, 2022 Update Rates, effective January 1, 2022 Update Agreement Provisions	\$300,000

**ATTACHMENT B - SUMMARY OF STANDARD AGREEMENTS  
ANNUAL EXPENDITURES AND BALANCE**

**Granite Construction Company  
(Multi-Year Agreement #3200\*5541)**

<b>Fiscal Year (FY) (July 1 – June 30)</b>	<b>SA Beginning Balance</b>	<b>SA Additions</b>	<b>SA Expenditures</b>	<b>SA Ending Balance</b>
<b>FY 2020 – 2021</b>	\$100,000	\$0	\$79,038	\$20,962
<b>FY 2021 – 2022</b>	\$20,962	\$100,000	\$0 (through 9/16/21)	\$20,962
<b>Total</b>	<b>N/A</b>	<b>\$100,000 (pending BOS Approval)</b>	<b>\$79,038 (through 9/16/21)</b>	<b>N/A</b>

\*Note: Amounts have been rounded to the nearest dollar.

**The Don Chapin Company, Inc.  
(Multi-Year Agreement #3200\*5496)**

<b>Fiscal Year (FY) (July 1 – June 30)</b>	<b>SA Beginning Balance</b>	<b>SA Additions</b>	<b>SA Expenditures</b>	<b>SA Ending Balance</b>
<b>FY 2020 – 2021</b>	\$100,000	\$0	\$57,038	\$42,962
<b>FY 2021 – 2022</b>	\$42,962	\$100,000	\$0 (through 9/16/21)	\$42,962
<b>Total</b>	<b>N/A</b>	<b>\$100,000 (pending BOS Approval)</b>	<b>\$57,038 (through 9/16/21)</b>	<b>N/A</b>

\*Note: Amounts have been rounded to the nearest dollar.

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
GRANITE CONSTRUCTION COMPANY**

**THIS AMENDMENT NO. 1** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (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 Standard Agreement with County on February 5, 2021 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed \$100,000; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, the CONTRACTOR's original Labor and Equipment Rental Rates require an update effective January 1, 2022; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for one (1) additional year to December 31, 2022, update the Labor and Equipment Rental Rates, and increase the amount by \$200,000 for a total amount not to exceed \$300,000 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 Paragraph 2.0, "Payment Provisions", 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. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from January 1, 2021 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions" to add "Exhibit A-1 – Revised Labor and Equipment Rental Rates", effective January 1, 2022.

Page 1 of 5

Amendment No. 1 to Standard Agreement  
Granite Construction Company  
On-Call Operated, Fueled, and Maintained Construction Equipment  
Department of Public Works, Facilities, & Parks  
Term: January 1, 2021 to December 31, 2022  
Not to Exceed: \$300,000

4. Amend the fourth paragraph under Section 9.03, Insurance Coverage Requirements, of Paragraph 9.0 "Insurance Requirements", to remove the checkmark in the box and add the checkmark in the box next to the fifth paragraph titled, **"Agreement Over \$100,000 Business Automobile Liability Insurance"**.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

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), sexual orientation, or any other characteristic set forth in California Government code §12940(a), 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.

6. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".
7. Amend Agreement to add Paragraph 16.0, "Compliance with Applicable Laws", as follows:

16.01 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 as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). 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.

16.02 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.

16.03 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.

8. Amend Agreement to add Paragraph 17.0, “Consent to Use of Electronic Signatures”, as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

9. Amend the first sentence of section B.1, “Compensation/Payment” in Exhibit A - Scope of Services/Payment Provisions of the Agreement to read as follows:

County shall pay an amount not to exceed \$300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

10. Amend the first paragraph of B.2, Contractor’s Billing Procedures, in Exhibit A – Scope of Services/Payment Provisions of the Agreement to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200\*5541), services/project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP – Finance Division at (831) 755-4800 or via email to: [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).



11. In all places within the Agreement, any reference to the 2020-2021 Labor and Equipment Rental Rates on Page 3 and Page 4 of Exhibit A – Scope of Services/Payment Provisions is hereby replaced with “Exhibit A-1 – Revised Labor and Equipment Rental Rates”, effective January 1, 2022.
12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
14. 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****CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Granite Construction Company  
Contractor's Business Name

Date: \_\_\_\_\_

By: Brent Fogg  
(Signature of Chair, President or Vice President)

**Approved as to Form**  
**Office of the County Counsel**  
**Leslie J. Girard, County Counsel**

Its: Brent Fogg, VP Coastal Region  
(Print Name and Title)

By: Mary Grace Perry  
A1939B26E717142  
Mary Grace Perry  
Deputy County Counsel

Date: 10/19/2021

Date: 10/22/2021 | 2:38 PM PDT

By: Kenneth B. Olson, Vice President & Treasurer  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Kenneth B. Olson, Vice President & Treasurer  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: Gary Giboney  
D38248F5C1D8449  
Auditor/Controller

Date: 10/21/2021

Date: 10/22/2021 | 2:43 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: \_\_\_\_\_

\*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.

**EXHIBIT A-1 - REVISED LABOR AND EQUIPMENT RENTAL RATES**

Effective January 1, 2022

**County of Monterey Emergency On-call****2021-2022 LABOR AND EQUIPMENT RENTAL RATES**

<b>HOURLY LABOR RATES</b>			
<b><u>CRAFT LABOR</u></b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
OPERATOR FOREMAN	\$157	\$209	\$261
OPERATOR / GRADSETTER	\$146	\$192	\$238
LABOR FOREMAN	\$121	\$159	\$196
LABORER	\$107	\$138	\$169
CEMENT MASON FOREMAN	\$138	\$183	\$228
CEMENT MASON	\$120	\$157	\$193
CARPENTER FOREMAN	\$170	\$228	\$285
CARPENTER	\$151	\$200	\$248
TEAMSTER	\$115	\$148	\$180

<b>HOURLY EQUIPMENT RATES</b>			
LOADER JD 210C 4X4/BOBCAT	\$48	ROLLER 1-3 TON	\$43
LOADER/BACKHOE JD 710	\$77	ROLLER 4-6 TON	\$55
EXCAVATOR CAT 330L	\$180	ROLLER 7-9 TON	\$114
EXCAVATOR CAT 345	\$231	ROLLER 10+ TON	\$133
EXCAVATOR CAT 365	\$390	RUBBER TIRE ROLLER (9-25 TON)	\$83
LOADER CAT 950	\$135	66" SINGLE DRUM ROLLER	\$114
LOADER CAT 966	\$160	84" SINGLE DRUM ROLLER	\$133
LOADER CAT 980	\$200	COMPACTOR CAT 815	\$149
DOZER/RIPPER CAT D6	\$148	COMPACTOR CAT 825	\$180
DOZER/RIPPER CAT D8	\$237	POWER KICK BROOMS	\$100
DOZER/RIPPER CAT D9	\$297	STREET SWEEPER/PICK UP BROOM	\$200
DOZER/RIPPER CAT D10	\$409	WATER TRUCKS (2000 GAL)	\$60
PUSH CAT D10	\$366	WATER TRUCKS (3600 GAL)	\$75
SCRAPER CAT 613	\$175		
SCRAPER CAT 615	\$189		
SCRAPER CAT 623	\$225	PICKUP	\$36
SCRAPER CAT 631	\$275	FLATRACK	\$49
MOTOR GRADER CAT 140H/143H	\$120	AIR COMPRESSORS	\$24
MOTOR GRADER CAT 14H/163H	\$138	TRAFFIC TRUCK (w/cones & signs)	\$60
MOTOR GRADER CAT 16H	\$275	ASPHALT PAVER FEEDER	\$111
ASPHALT PAVER	\$334	MESSAGE BOARD (weekly rate)	\$595
SHUTTLE BUGGY	\$352	ARROW BOARD (weekly rate)	\$208
OIL DISTRIBUTOR TRUCK	\$100	WATER TOWER (monthly rate)	\$2,678
		GPS MACHINE CONTROLS (Each)	\$24

\* The above prices are based upon availability of Granite owned equipment.

\* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.

\* Rates do not include working at night. Night and Special Single Shift Add \$3.00 to all rates.

**Effective January 1, 2022**

- \* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conditions.
- \* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
- \* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
- \* Prices for specialized equipment such as chip sealing equipment, pulverizers, crushers, off road haulers and other equipment not listed above are negotiable based on scope of project.
- \* Move-in/out not included in rates and will be charged at cost plus 15%.
- \* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
- \* Fuel truck travel time will be billed to the owner on all equipment.
- \* Any non-Granite piece requiring fuel will be charged for travel time and fuel as needed.
- \* Subcontractors will be hired as necessary and will be charged by invoice amount plus 15%.
- \* Materials purchased at the request of the owner will be charged by invoice amount plus 15%.
- \* Any dump fees incurred will be charged by invoice plus a 15% markup.

**Rates Effective through 12/31/22**

**Per Section 6.02 of Agreement, negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior the the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.**

<u>BFVCR</u>	<u>KBO</u>	<u>10/22/2021</u>	<u>10/22/2021</u>
Contractor's Initials		Date	

## COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
**Granite Construction Company**  
 \_\_\_\_\_,  
 (hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

Fully operated, fueled and maintained construction equipment to work sites on an on-call basis

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,000.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2021 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or



errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

#### 14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Dalia M. Mariscal-Martinez Management Analyst III	Anthony Torres Estimator/Project Manager
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	580 West Beach Street Watsonville, California 95077
Address	Address
(831) 755-8966	(408) 327-7011
Phone:	Phone:

#### 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**16.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**

By: Michael R. Derr  
36794256F649429...  
 Contracts/Purchasing Officer

Date: 2/5/2021

By: \_\_\_\_\_  
 Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup> by: Mary Grace Perry  
C83342707AC641A...  
 County Counsel

Date: 2/4/2021

Approved as to Fiscal Provisions<sup>2</sup> by: Gary Giboney  
D3834BFEC1D8449...  
 Auditor/Controller

Date: 2/4/2021

Approved as to Liability Provisions<sup>3</sup> by: \_\_\_\_\_  
 Risk Management

Date: \_\_\_\_\_

**CONTRACTOR**

Granite Construction Company  
 Contractor's Business Name\*

By: Brent Fogg  
 (Signature of Chair, President, or Vice-President) \*

Brent Fogg, VP Coastal RegionJj  
 Name and Title

Date: January 4, 2021

By: Kenneth B. Olson  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*

Kenneth B. Olson, Treasurer  
 Name and Title

Date: January 4, 2021

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Granite Construction Company, hereinafter referred to as “CONTRACTOR”**

### **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:

On an “on-call” basis, CONTRACTOR shall provide fully operated, fueled, and maintained equipment as outlined on the following proposed Rates and as directed by the County’s Department of Public Works, Facilities, & Parks (PWF&P). CONTRACTOR shall be responsible for transporting the equipment to and from the worksite at the hourly rates stated in the attached Rates. The Rates are to remain firm for the initial term of the Agreement and, thereafter may be adjusted according to the terms and conditions of the Agreement and by written amendment executed by the County.

The Scope of Services is further defined below:

1. PWF&P will perform all work incidental to the equipment rental.
2. PWF&P will provide all traffic control.
3. PWF&P will provide all pre-notifications and signage.
4. PWF&P will provide USA notification and markings prior to starting work.
5. Rental rates do not include permits, bonds, state, or local taxes.
6. The operation of the rental equipment requires payment of prevailing wages to all workers employed under this Agreement on public work projects as defined in Labor Code Section 1771. Copies of the prevailing rate of per diem wages are on file at the County’s PWF&P, 1441 Schilling Place, South 2nd Floor, Salinas, California, which shall be made available to any interested party on request.

### **B. PAYMENT PROVISIONS**

#### **B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$100,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR's compensation for services rendered shall be based on the following Rates or in accordance with the following terms:

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

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services (*On-Call Fully Operated, Fueled and Maintained Construction Equipment*), and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey  
Department of Public Works, Facilities, & Parks – Finance  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to PWF&P Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement 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.



**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS****GRANITE™****County of Monterey Emergency On-call  
2020-2021 LABOR AND EQUIPMENT RENTAL RATES**

<b>CRAFT LABOR</b>	<b>HOURLY LABOR RATES</b>		
	<b>ST</b>	<b>OT</b>	<b>DT</b>
OPERATOR FOREMAN	\$157	\$207	\$258
OPERATOR / GRADSETTER	\$145	\$190	\$235
LABOR FOREMAN	\$121	\$158	\$195
LABORER	\$107	\$138	\$168
CEMENT MASON FOREMAN	\$197	\$181	\$225
CEMENT MASON	\$120	\$155	\$190
CARPENTER FOREMAN	\$169	\$226	\$263
CARPENTER	\$150	\$198	\$246
TEAMSTER	\$115	\$147	\$179

<b>HOURLY EQUIPMENT RATES</b>			
LOADER JD 210C 4X4/BOBCAT	\$50	ROLLER 1-3 TON	\$45
LOADER/BACKHOE JD 710	\$80	ROLLER 4-6 TON	\$57
EXCAVATOR CAT 330L	\$186	ROLLER 7-9 TON	\$118
EXCAVATOR CAT 345	\$239	ROLLER 10+ TON	\$138
EXCAVATOR CAT 365	\$404	RUBBER TIRE ROLLER (9-25 TON)	\$86
LOADER CAT 950	\$140	66" SINGLE DRUM ROLLER	\$118
LOADER CAT 965	\$166	84" SINGLE DRUM ROLLER	\$138
LOADER CAT 980	\$207	COMPACTOR CAT 815	\$154
DOZER/RIPPER CAT D6	\$153	COMPACTOR CAT 825	\$186
DOZER/RIPPER CAT D8	\$245	POWER KICK BROOMS	\$100
DOZER/RIPPER CAT D9	\$307	STREET SWEEPER/PICK UP BROOM	\$200
DOZER/RIPPER CAT D10	\$423	WATER TRUCKS (2000 GAL)	\$62
PUSH CAT D10	\$378	WATER TRUCKS (3600 GAL)	\$77
SCRAPER CAT 613	\$175		
SCRAPER CAT 615	\$196	PICKUP	\$37
SCRAPER CAT 623	\$225	FLATRACK	\$51
SCRAPER CAT 631	\$275	AIR COMPRESSORS	\$24
MOTOR GRADER CAT 140H/143H	\$124	TRAFFIC TRUCK (w/cones & signs)	\$60
MOTOR GRADER CAT 14H/163H	\$143	ASPHALT PAVER FEEDER	\$115
MOTOR GRADER CAT 16H	\$275	MESSAGE BOARD (weekly rate)	\$595
ASPHALT PAVER	\$346	ARROW BOARD (weekly rate)	\$208
SHUTTLE BUGGY	\$364	WATER TOWER (monthly rate)	\$2,678
OIL DISTRIBUTOR TRUCK	\$100	GPS MACHINE CONTROLS (Each)	\$24
		SMALL TOOLS KIT(HR)	\$3.75
		9 AXLE FUEL TRUCK	\$101

1 of 2

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### SPECIAL CONDITIONS

- \* The above prices are based upon availability of Granite owned equipment.
- \* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
- \* If work is performed at night or special single shift add \$3.00/hr. to all rates.
- \* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
- \* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
- \* Move-in/out not included in rates and will be charged at cost plus 15%.
- \* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
- \* Fuel truck travel time will be billed to the owner on all equipment.
- \* Any non-granite place requiring fuel will be charged for travel time and fuel as needed.
- \* Subcontractors will be hired as necessary at the request of the owner and will be charged by invoice amount plus 15%.
- \* Materials purchased at the request of the owner will be charged by invoice amount plus 15%.
- \* Any dump fees incurred will be charged by invoice plus a 15% markup.

Rates Effective through 12/31/21

2 of 2

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
THE DON CHAPIN COMPANY, INC.**

**THIS AMENDMENT NO. 1** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Don Chapin Company, 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 Standard Agreement with County on December 14, 2020 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed \$100,000; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, the CONTRACTOR's original rates require an update effective January 1, 2022; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for one (1) additional year to December 31, 2022, update the rates, and increase the amount by \$200,000 for a total not to exceed \$300,000 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 Paragraph 2.0, "Payment Provisions", 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. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from January 1, 2021 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions" to add "Exhibit A-1 – Revised Rates", effective January 1, 2022.

4. Amend the fourth paragraph under Section 9.03, Insurance Coverage Requirements, of Paragraph 9.0 "Insurance Requirements", to remove the checkmark in the box and add the checkmark in the box next to the fifth paragraph titled, **"Agreement Over \$100,000 Business Automobile Liability Insurance"**.

5. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

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), sexual orientation, or any other characteristic set forth in California Government code §12940(a), 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.

6. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".

7. Amend Agreement to add Paragraph 16.0, "Compliance with Applicable Laws", as follows:

16.01 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 as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). 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.

16.02 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.

16.03 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.

8. Amend Agreement to add Paragraph 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California



Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

9. Amend the first sentence of section B.1, "Compensation/Payment" in Exhibit A- Scope of Services/Payment Provisions of the Agreement to read as follows:

County shall pay an amount not to exceed \$300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

10. Amend the first paragraph of B.2, Contractor's Billing Procedures, in Exhibit A – Scope of Services/Payment Provisions of the Agreement to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200\*5496), services/project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP – Finance Division at (831) 755-4800 or via email to: [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).

11. In all places within the Agreement, any reference to the Rates on Pages 3, 4 and 5 of Exhibit A – Scope of Services/Payment Provisions are hereby replaced with "Exhibit A-1 – Revised Rates", effective January 1, 2022.
12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
14. 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****CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
The Don Chapin Company, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By:   
(Signature of Chair, President or Vice President)

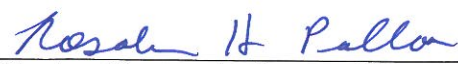
Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

Its: Caroline D. Chapin, EVP  
(Print Name and Title)

By:   
A1939B26E717442...  
Mary Grace Perry  
Deputy County Counsel

Date: 10/15/2021

Date: 10/22/2021 | 1:28 PM PDT

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

Its: Rosalinda Pollock, Corp. Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By:   
D9934BFEC1D8449...  
Auditor/Controller

Date: 10/15/21

Date: 10/22/2021 | 1:49 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: \_\_\_\_\_

\*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.





**RATES FOR COUNTY OF MONTEREY**  
**RATES WILL BE VALID THRU DECEMBER 31, 2022**

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2001	CAT	D5C DOZER	\$221	\$1,765	\$264
1997	CAT	D6R DOZER	\$279	\$2,232	\$322
2005	CAT	140H BLADE	\$300	\$2,399	\$346
1998	CAT	14H BLADE	\$321	\$2,569	\$367
2006	JD - AWD	872D BLADE	\$333	\$2,662	\$379
2003	CAT	303CR EXCAVATOR	\$191	\$1,530	\$236
2002	CAT	315CL EXCAVATOR	\$292	\$2,336	\$337
2002	CAT	320C EXCAVATOR	\$313	\$2,505	\$358
2006	CAT	325DL EXCAVATOR	\$324	\$2,590	\$368
2011	CAT	336EL EXCAVATOR	\$387	\$3,099	\$432
2004	CAT	416D BACKHOE	\$209	\$1,674	\$254
2009	CAT	420E BACKHOE	\$209	\$1,674	\$254
1996	CAT	950F LOADER	\$284	\$2,274	\$284
2006	VOLVO	L110E LOADER	\$290	\$2,316	\$333
2004	VOLVO	L120E LOADER	\$290	\$2,316	\$333
2003	GILCREST	*813 PROPAVER	\$418	\$3,343	\$504
2001	CAT	*AP 1000B PAVER	\$540	\$4,318	\$626
2006	DYNAPAC	67" STEEL DRUM	\$257	\$2,053	\$300
2007	DYNAPAC	57" STEEL DRUM	\$228	\$1,825	\$272
2006	CAT	CB224E ROLLER	\$221	\$1,765	\$264
2007	PETERBUILT	4K WATER TRUCK	\$195	\$1,562	\$226
2006	INT'L	2K WATER TRUCK	\$185	\$1,477	\$216
2007	WYLIE	WATER WAGON	\$52	\$416	\$52
1999	MILLER	LAB, TRUCK, BERM	\$205	\$1,642	\$234
2007	LAY-MOR	KICK BROOM	\$217	\$1,739	\$257
2012	CAT	SKIDSTEER	\$200	\$1,602	\$241
2014	CASE	LOADER SCRAPER	\$207	\$1,655	\$250
2004	INT'L	**SAW TRUCK & SAW	\$243	\$1,941	\$284

\* PAVING MACHINES INCLUDE 1 EA OPERATOR AND 1 EA SCREED MAN

\*\* DOES NOT INCLUDE BLADE WEAR, INCLUDES TRUCK, SAW, OPERATOR ONLY

NOTE: ALL RATES ARE INCLUSIVE OF FULLY MAINTAINED AND OPERATED EQUIPMENT.

PREVAILING WAGE RATES ARE INCLUDED





**RATES FOR COUNTY OF MONTEREY**  
**RATES WILL BE VALID THRU DECEMBER 31, 2022**

CLASSIFICATION	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
FOREMAN	\$136.79	\$1,094.35	\$175.42
LABOR 1	\$94.27	\$754.16	\$123.34
LABOR 2	\$93.92	\$751.36	\$122.81
LABOR 3	\$93.74	\$749.95	\$122.55
OPERATOR 2	\$135.57	\$1,084.54	\$181.59
OPERATOR 3	\$132.98	\$1,063.80	\$177.69
OPERATOR 4	\$130.55	\$1,044.36	\$174.06
OPERATOR 5	\$128.32	\$1,026.54	\$170.71
OPERATOR 6	\$126.00	\$1,007.96	\$167.22
OPERATOR 7	\$124.00	\$991.98	\$164.23
OPERATOR 8	\$122.00	\$976.00	\$161.22
TEAMSTER 1	\$104.60	\$836.78	\$135.47
TEAMSTER 2	\$105.12	\$841.00	\$136.26
TEAMSTER 3	\$105.65	\$845.21	\$137.05
TEAMSTER 4	\$106.26	\$850.07	\$137.97

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$37	\$297	\$37
2000	FORD	F-350 PICKUP	\$48	\$382	\$48
2000	INT'L	TRAFFIC TRUCK	\$101	\$806	\$101
1996	ZIEMAN	TILT TRAILER	\$27	\$212	\$27
1999	INT'L	FLAT RACK	\$73	\$585	\$73
2016	PETERBUILT	ROLL-BACK	\$98	\$780	\$98
1991	INT'L	BOBTAIL	\$74	\$594	\$74
1990	LEROI	COMPRESSOR	\$53	\$424	\$53
2015	PRECISION	CMS BOARD	\$42	\$339	\$42
2002	WANCO	ARROW BOARD	\$37	\$297	\$37
2007	MAGNUM	LIGHT TOWER	\$21	\$170	\$21
2015	D-W	VAC TRAILER	\$53	\$424	\$53
	DIAMOND	OIL POT	\$50	\$399	\$50

ALL ABOVE ARE UNOPERATED AND WILL BE BILLED WITH THE RESPECTIVE LABOR CLASS

5 AXLE COZAD TRANSPORT TRUCK	\$165 (2 HR MIN)	\$1,320	\$195 (2HR MIN)
10 YD	\$188	\$1,504	\$218
TRANSFER	\$188	\$1,504	\$218
BOTTOM DUMP	\$188	\$1,504	\$218
END DUMP	\$188	\$1,504	\$218

IN THE EVENT THAT SITE CONDITIONS ARE EXPECTED TO RESULT IN EXCESSIVE WEAR OF GROUND ENGAGING WEARABLE PARTS, CONTRACTOR WILL NOTIFY COUNTY OF COST PRIOR TO PERFORMANCE OF THE WORK.

Effective January 1, 2022

REVISED 9/22/2021



**RATES FOR COUNTY OF MONTEREY**  
**RATES WILL BE VALID THRU DECEMBER 31, 2022**

CLASSIFICATION	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
FOREMAN	\$136.79	\$1,094.35	\$175.42
LABOR 1	\$94.27	\$754.16	\$123.34
LABOR 2	\$93.92	\$751.36	\$122.81
LABOR 3	\$93.74	\$749.95	\$122.55
TEAMSTER 2	\$105.12	\$841.00	\$136.26

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$37	\$297	\$37
2000	FORD	F-350 PICKUP	\$48	\$382	\$48
1999	INT'L	FLAT RACK	\$73	\$585	\$73

DESCRIPTION	TOTAL HEAD (FT)	GPM	HOURLY
2" TRASH PUMP	90	170	\$23
3" TRASH PUMP	100	338	\$29
4" TRASH PUMP	97	598	\$34
*SUCTION HOSE	10 FT		\$17
*DISCHARGE HOSE	50 FT		\$17

\* THE SUCTION HOSE AND DISCHARGE HOSE WILL BE CHARGED PER LENGTH, PER DAY, PER DEPLOYMENT

PRICES INCLUDE FUEL AND MAINTENANCE

LABOR AND TRANSPORTATION IS NOT INCLUDED IN THESE PRICES

Per Section 6.02 of Agreement, negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior the the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

DC / RP      10/15/21 / 10-15-21  
 Contractor's Initials      Date



## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

The Don Chapin Company, Inc.

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

Fully operated, fueled and maintained construction equipment to work sites on an on-call basis

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,000.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2021 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

The Don Chapin Company, Inc.  
On-Call Fully Operated, Fueled and  
Agreement ID: Maintained Construction Equipment

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

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

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.



## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

#### 14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Dalia M. Mariscal-Martinez Management Analyst III	Wesley Chan Project Manager
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	560 Crazy Horse Road Salinas, California 93907
Address	Address
(831) 755-8966	(831) 444-4166
Phone:	Phone:

#### 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**16.0 SIGNATURE PAGE.**

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

**COUNTY OF MONTEREY**  
 DocuSigned by:  
 By: Debra Wilson, Contracts/Purchasing Supervisor  
 7B741937AA0D41B...  
 Date: 12/14/2020  
 Contracts/Purchasing Officer  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Department Head (if applicable)  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Board of Supervisors (if applicable)  
 Approved as to Form:  
 By: Mary Grace Perry  
 C83342707AC641A...  
 Date: 12/14/2020  
 County Counsel  
 Approved as to Fiscal Provisions<sup>2</sup>  
 By: Gary Giboney  
 D3834BFEC1D8449...  
 Date: 12/14/2020  
 Auditor/Controller  
 Approved as to Liability Provisions<sup>3</sup>  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Risk Management

**CONTRACTOR**  
 The Don Chapin Company, Inc.  
 Contractor's Business Name\*  
 By: [Signature]  
 (Signature of Chair, President, or Vice-President) \*  
Caroline D. Chapin Executive VP  
 Name and Title  
 Date: 12/14/2020  
 By: Rosalinda Pollock  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) \*  
Rosalinda Pollock, Corporate Secretary  
 Name and Title  
 Date: 12-14-2020

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

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

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
The Don Chapin Company, Inc., hereinafter referred to as “CONTRACTOR”**

### **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:

On an “on-call” basis, CONTRACTOR shall provide fully operated, fueled, and maintained equipment as outlined on the following proposed Rates and as directed by the County’s Department of Public Works, Facilities, & Parks (PWF&P). CONTRACTOR shall be responsible for transporting the equipment to and from the worksite at the hourly rates stated in the attached Rates. The Rates are to remain firm for the initial term of the Agreement and, thereafter may be adjusted according to the terms and conditions of the Agreement and by written amendment executed by the County.

The Scope of Services is further defined below:

1. PWF&P will perform all work incidental to the equipment rental.
2. PWF&P will provide all traffic control.
3. PWF&P will provide all pre-notifications and signage.
4. PWF&P will provide USA notification and markings prior to starting work.
5. Rental rates do not include permits, bonds, state, or local taxes.
6. The operation of the rental equipment requires payment of prevailing wages to all workers employed under this Agreement on public work projects as defined in Labor Code Section 1771. Copies of the prevailing rate of per diem wages are on file at the County’s PWF&P, 1441 Schilling Place, South 2nd Floor, Salinas, California, which shall be made available to any interested party on request.

### **B. PAYMENT PROVISIONS**

#### **B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$100,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR's compensation for services rendered shall be based on the following Rates or in accordance with the following terms:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

### B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services (*On-Call Fully Operated, Fueled and Maintained Construction Equipment*), and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks – Finance  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to PWF&F Finance at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

County may, in its sole discretion, terminate the Agreement 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.



**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**RATES FOR COUNTY OF MONTEREY**  
**RATES WILL BE VALID THRU DECEMBER 31, 2021**

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2001	CAT	D5C DOZER	\$211	\$1,684	\$252
1997	CAT	D6R DOZER	\$264	\$2,108	\$305
1998	CAT	D7R DOZER	\$301	\$2,405	\$342
1985	CAT	12G BLADE	\$263	\$2,106	\$307
2005	CAT	140H BLADE	\$289	\$2,310	\$333
1998	CAT	14H BLADE	\$310	\$2,479	\$354
2006	JD - AWD	872D BLADE	\$322	\$2,573	\$365
2003	CAT	303CR EXCAVATOR	\$180	\$1,441	\$223
2002	CAT	315CL EXCAVATOR	\$277	\$2,213	\$319
2002	CAT	320C EXCAVATOR	\$298	\$2,382	\$340
2006	CAT	325DL EXCAVATOR	\$319	\$2,552	\$361
2011	CAT	336EL EXCAVATOR	\$372	\$2,976	\$414
1998	CAT	345BL EXCAVATOR	\$398	\$3,188	\$441
2004	CAT	416D BACKHOE	\$201	\$1,610	\$244
2009	CAT	420E BACKHOE	\$201	\$1,610	\$244
1996	CAT	950F LOADER	\$269	\$2,151	\$269
2006	VOLVO	L110E LOADER	\$279	\$2,236	\$321
2004	VOLVO	L120E LOADER	\$295	\$2,363	\$337
2003	GILCREST	*813 PROPAVER	\$398	\$3,181	\$479
2001	CAT	*AP 1000B PAVER	\$530	\$4,241	\$612
2006	DYNAPAC	67" STEEL DRUM	\$252	\$2,015	\$293
1997	HYPAC	RUBBER TIRE ROLLER	\$242	\$1,939	\$284
2007	DYNAPAC	57" STEEL DRUM	\$223	\$1,786	\$265
2006	CAT	CB224E ROLLER	\$216	\$1,727	\$257
2007	PETERBUILT	4K WATER TRUCK	\$183	\$1,463	\$212
2006	INT'L	2K WATER TRUCK	\$178	\$1,421	\$207
2007	WYLIE	WATER WAGON	\$52	\$416	\$52
1999	MILLER	LAB, TRUCK, BERM	\$202	\$1,620	\$231
2007	LAY-MOR	KICK BROOM	\$213	\$1,701	\$250
1999	ELGIN	STREET SWEEPER	\$287	\$2,297	\$330
2012	CAT	SKIDSTEER	\$188	\$1,504	\$227
2014	CASE	LOADER SCRAPER	\$199	\$1,591	\$240
2005	CAT	623 SCRAPER	\$407	\$3,253	\$448
2004	INT'L	**SAW TRUCK & SAW	\$233	\$1,860	\$272

\* PAVING MACHINES INCLUDE 1 EA OPERATOR AND 1 EA SCREED MAN

\*\* DOES NOT INCLUDE BLADE WEAR, INCLUDES TRUCK, SAW, OPERATOR ONLY

NOTE: ALL RATES ARE INCLUSIVE OF FULLY MAINTAINED AND OPERATED EQUIPMENT.  
 PREVAILING WAGE RATES ARE INCLUDED

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**RATES FOR COUNTY OF MONTEREY**  
**RATES WILL BE VALID THRU DECEMBER 31, 2021**

CLASSIFICATION	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
FOREMAN	\$128.75	\$1,030.00	\$174.07
LABOR 1	\$91.49	\$731.92	\$120.29
LABOR 2	\$91.14	\$729.11	\$119.76
LABOR 3	\$90.96	\$727.70	\$119.50
OPERATOR 2	\$130.77	\$1,046.20	\$174.60
OPERATOR 3	\$128.17	\$1,025.35	\$170.69
OPERATOR 4	\$125.75	\$1,006.02	\$167.06
OPERATOR 5	\$123.51	\$988.09	\$163.71
OPERATOR 6	\$121.20	\$969.62	\$160.23
OPERATOR 7	\$119.19	\$953.53	\$157.23
OPERATOR 8	\$117.19	\$937.55	\$154.22
TEAMSTER 1	\$97.54	\$780.30	\$126.35
TEAMSTER 2	\$98.06	\$784.51	\$127.13
TEAMSTER 3	\$98.59	\$788.72	\$127.93
TEAMSTER 4	\$99.20	\$793.58	\$128.84

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$37	\$297	\$37
2000	FORD	F-350 PICKUP	\$48	\$382	\$48
2000	INT'L	TRAFFIC TRUCK	\$95	\$763	\$95
1996	ZIEMAN	TILT TRAILER	\$23	\$187	\$23
1999	INT'L	FLAT RACK	\$73	\$585	\$73
2016	PETERBUILT	ROLL-BACK	\$85	\$678	\$85
1991	INT'L	BOBTAIL	\$73	\$585	\$73
1990	LEROI	COMPRESSOR	\$52	\$416	\$52
2015	PRECISION	CMS BOARD	\$39	\$314	\$39
2002	WANCO	ARROW BOARD	\$37	\$297	\$37
2007	MAGNUM	LIGHT TOWER	\$16	\$127	\$16
2015	D-W	VAC TRAILER	\$48	\$382	\$48
	DIAMOND	OIL POT	\$50	\$399	\$50

ALL ABOVE ARE UNOPERATED AND WILL BE BILLED WITH THE RESPECTIVE LABOR CLASS

5 AXLE COZAD TRANSPORT TRUCK	\$160 (2 HR MIN)	\$1,200	\$190 (2HR MIN)
10 YD	\$183	\$1,464	\$213
TRANSFER	\$183	\$1,464	\$213
BOTTOM DUMP	\$183	\$1,464	\$213
END DUMP	\$183	\$1,464	\$213

IN THE EVENT THAT SITE CONDITIONS ARE EXPECTED TO RESULT IN EXCESSIVE WEAR OF GROUND ENGAGING WEARABLE PARTS, CONTRACTOR WILL NOTIFY COUNTY OF COST PRIOR TO PERFORMANCE OF THE WORK.



**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**RATES FOR COUNTY OF MONTEREY**  
**RATES WILL BE VALID THRU DECEMBER 31, 2021**

CLASSIFICATION	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
FOREMAN	\$128.75	\$1,030.00	\$174.07
LABOR 1	\$91.49	\$731.92	\$120.29
LABOR 2	\$91.14	\$729.11	\$119.76
LABOR 3	\$90.96	\$727.70	\$119.50
TEAMSTER 2	\$98.06	\$784.51	\$127.13

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$37	\$297	\$37
2000	FORD	F-350 PICKUP	\$48	\$382	\$48
1999	INT'L	FLAT RACK	\$73	\$585	\$73

DESCRIPTION	TOTAL HEAD (FT)	GPM	HOURLY
2" TRASH PUMP	90	170	\$21
3" TRASH PUMP	100	338	\$27
4" TRASH PUMP	97	598	\$32
*SUCTION HOSE	10 FT		\$16
*DISCHARGE HOSE	50 FT		\$16

\* THE SUCTION HOSE AND DISCHARGE HOSE WILL BE CHARGED PER LENGTH, PER DAY, PER DEPLOYMENT

PRICES INCLUDE FUEL AND MAINTENANCE  
 LABOR AND TRANSPORTATION IS NOT INCLUDED IN THESE PRICES



# Monterey County

Item No.55

## Board Report

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

Legistar File Number: RES 21-197

November 16, 2021

Introduced: 10/29/2021

Current Status: RMA Public Works -  
Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution authorizing and directing the Auditor-Controller to amend the Fiscal Year (FY) 2021-22 Adopted Budget for County Service Area 66-Las Lomas/Monterra Ranch (also known as Oak Tree Views), Fund 087, Appropriation Unit PFP041, increasing appropriations in the amount of \$11,000, to fund necessary open space maintenance, where Fund 087 unassigned fund balance is the financing source (4/5th vote required).

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution authorizing and directing the Auditor Controller to amend the Fiscal Year (FY) 2021-22 Adopted Budget for County Service Area 66-Las Lomas/Monterra Ranch (also known as Oak Tree Views), Fund 087, Appropriation Unit PFP041, increasing appropriations in the amount of \$11,000, to fund necessary open space maintenance, where Fund 087 unassigned fund balance is the financing source (4/5th vote required).

### SUMMARY/DISCUSSION:

The Monterra Ranch development was annexed into County Service Area 66 - Las Lomas/Monterra Ranch (CSA 66) on May 20, 1997, to provide extended county services to the new development. Current active services are street lighting, street and sidewalk maintenance, storm drain maintenance and park/recreation/parkway facilities.

CSA 66 includes open space that surrounds the housing development in the CSA. Annual mowing and tree trimming within the open space area surrounding the development is provided on an annual basis and was completed in August 2021. The amount of tree trimming that was required was greater than anticipated during the development of the FY 2021-22 budget. This was due to a number of large oak trees that required extensive trimming to bring up the tree canopies and provide increased fire fuel protection, approximately \$7,000 more than budgeted. Additionally, it has been determined that a second mowing, estimated at \$4,000, should be completed prior to the end of the fiscal year to better prepare for the 2022 fire season. The total cost of this additional work is estimated at \$11,000.

### OTHER AGENCY INVOLVEMENT:

This recommendation was reviewed and approved by the Budget Committee on October 29, 2021.

### FINANCING:

If approved, the recommended action will increase appropriations for Fiscal Year 2021-22 Adopted Budget for County Service Area 66 - Las Lomas/Monterra Ranch, Fund 087, Appropriation Unit PFP041, from \$18,659 to \$29,659 (an increase of \$11,000), using unappropriated fund balance, to

fund the additional expenditures necessary for the recommended required open space maintenance. Attachment B provides a Financial Summary for the County Service Area 66 - Las Lomas/ Monterra Ranch Fiscal Year Ending June 30, 2022. This will result in an estimated ending fund balance of \$32,679.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The requested appropriation for CSA 66 will provided open space clearing and fire fuel mitigation. The recommended action complies with the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety.

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

Prepared by: Lynette Redman, Management Analyst III (831)-796-6038

Reviewed by: Tom Moss, Senior Water Resources Hydrologist

Reviewed by: Tom Bonigut, P.E., Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randy Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, and Parks

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

Attachment A - Resolution CSA 66 Las Lomas-Monterra Ranch

Attachment B - CSA 66 FY 2021-22 Financial Summary/Appropriation Budget

Attachment C - CSA 66 LAFCO Map



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 21-197**

**November 16, 2021**

**Introduced:** 10/29/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a resolution authorizing and directing the Auditor-Controller to amend the Fiscal Year (FY) 2021-22 Adopted Budget for County Service Area 66-Las Lomas/Monterra Ranch (also known as Oak Tree Views), Fund 087, Appropriation Unit PFP041, increasing appropriations in the amount of \$11,000, to fund necessary open space maintenance, where Fund 087 unassigned fund balance is the financing source (4/5th vote required).

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution authorizing and directing the Auditor Controller to amend the Fiscal Year (FY) 2021-22 Adopted Budget for County Service Area 66-Las Lomas/Monterra Ranch (also known as Oak Tree Views), Fund 087, Appropriation Unit PFP041, increasing appropriations in the amount of \$11,000, to fund necessary open space maintenance, where Fund 087 unassigned fund balance is the financing source (4/5th vote required).

### SUMMARY/DISCUSSION:

The Monterra Ranch development was annexed into County Service Area 66 - Las Lomas/Monterra Ranch (CSA 66) on May 20, 1997, to provide extended county services to the new development. Current active services are street lighting, street and sidewalk maintenance, storm drain maintenance and park/recreation/parkway facilities.

CSA 66 includes open space that surrounds the housing development in the CSA. Annual mowing and tree trimming within the open space area surrounding the development is provided on an annual basis and was completed in August 2021. The amount of tree trimming that was required was greater than anticipated during the development of the FY 2021-22 budget. This was due to a number of large oak trees that required extensive trimming to bring up the tree canopies and provide increased fire fuel protection, approximately \$7,000 more than budgeted. Additionally, it has been determined that a second mowing, estimated at \$4,000, should be completed prior to the end of the fiscal year to better prepare for the 2022 fire season. The total cost of this additional work is estimated at \$11,000.

### OTHER AGENCY INVOLVEMENT:

This recommendation was reviewed and approved by the Budget Committee on October 29, 2021.

### FINANCING:

If approved, the recommended action will increase appropriations for Fiscal Year 2021-22 Adopted Budget for County Service Area 66 - Las Lomas/Monterra Ranch, Fund 087, Appropriation Unit PFP041, from \$18,659 to \$29,659 (an increase of \$11,000), using unappropriated fund balance, to fund the additional expenditures necessary for the recommended required open space maintenance.

Legistar File Number: RES 21-197

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Attachment B provides a Financial Summary for the County Service Area 66 - Las Lomas/ Monterra Ranch Fiscal Year Ending June 30, 2022. This will result in an estimated ending fund balance of \$32,679.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The requested appropriation for CSA 66 will provided open space clearing and fire fuel mitigation. The recommended action complies with the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety.

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

Prepared by: Lynette Redman, Management Analyst III (831)-796-6038

Reviewed by: Tom Moss, Senior Water Resources Hydrologist

Reviewed by: Tom Bonigut, P.E., Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randy Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, and Parks 

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

Attachment A - Resolution CSA 66 Las Lomas-Monterra Ranch

Attachment B - CSA 66 FY 2021-22 Financial Summary/Appropriation Budget

Attachment C - CSA 66 LAFCO Map

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

**Resolution No. 21-0 \_\_\_\_\_**

Adopt a Resolution to:

Authorize and direct the Auditor-Controller to amend the FY )  
2021-22 Adopted Budget for County Service Area 66-Las )  
Lomas/Monterra Ranch (also known as Oak Tree Views), )  
Fund 087, Appropriation Unit PFP041, increasing )  
appropriations in the amount of \$11,000, to fund necessary )  
open space maintenance, where Fund 087 unassigned fund )  
balance is the financial source (4/5 vote required).

**WHEREAS**, County Service Area (CSA) 66 Las Lomas/Monterra Ranch) is located off Highway 68 and Olmstead Road;

**WHEREAS**, open space area surrounding the housing development is located within CSA 66 and requires regular maintenance;

**WHEREAS**, the property owners within CSA 66 support mowing and tree trimming to reduce fire fuel;

**WHEREAS**, at the time of FY 21-22 budget creation, the cost of additional tree trimming and mowing was not included in the budget for CSA 66;

**WHEREAS**, the requested appropriation of \$11,000 will fund necessary tree trimming and open space mowing;

**WHEREAS**, this Project meets County of Monterey Strategic Initiatives related to Infrastructure and Public Safety as safety will be increased by decreasing vegetation and tree limbs that adjacent to structures; and

**NOW, THEREFORE**, the Monterey County Board of Supervisors hereby adopts a resolution to:

Authorize and direct the Auditor-Controller to amend the FY 2021-22 adopted budget for County Service Area 66-Las Lomas/Monterra Ranch (also known as Oak Tree Views), Fund 0087, Appropriation Unit PFP041, increasing appropriations in the amount of \$11,000, to fund necessary open space maintenance, where Fund 087 unassigned fund balance is the financial source (4/5 vote required).

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this 16<sup>th</sup> day of November 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 in Minute Book \_\_\_\_ for the meeting on November 16, 2021.

Dated:  
File Number:

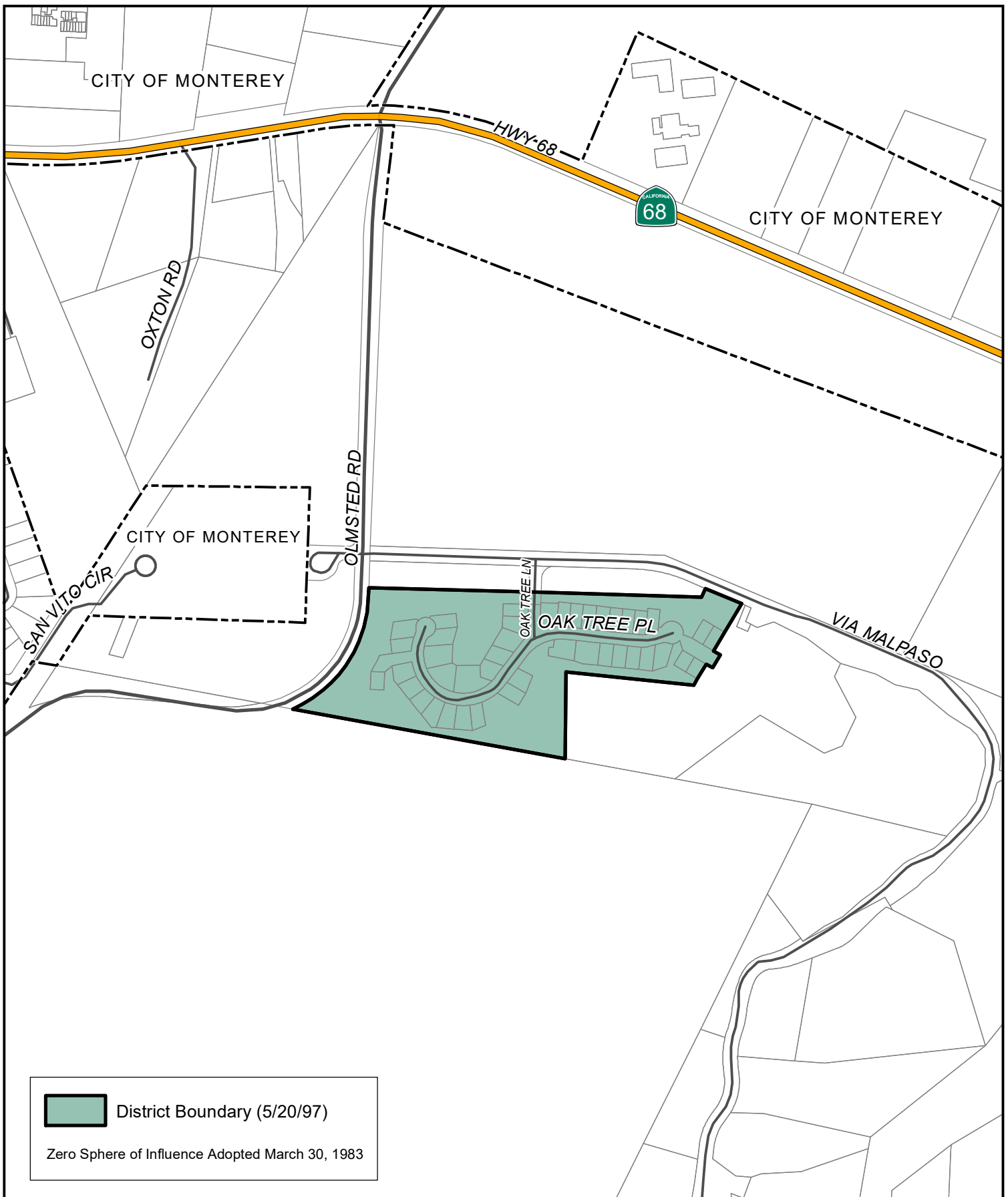
Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_  
Deputy

**CSA 66 - OAK TREE VIEWS**  
**FUND 087    UNIT 8566    PFP041**  
**FINANCIAL SUMMARY FOR THE FISCAL YEAR ENDING JUNE 30, 2022**

	Budgeted Revenue	YTD Revenue (9/28/2021)	Projected Revenue
<b>Estimated Beginning Fund Balance</b>	<b>\$     35,793</b>		<b>\$     35,793</b>
<b>Revenue</b>			
Acct 5415 Special Assessment	\$     26,241	\$           -	\$     26,241
Acct 4600 Interest	\$         304	\$           -	\$         304
<b>Total Revenue</b>	<b>\$     26,545</b>	<b>\$           -</b>	<b>\$     26,545</b>
<b>Total Revenue &amp; Fund Balance</b>	<b>\$     62,338</b>	<b>\$           -</b>	<b>\$     62,338</b>
	Budgeted Expenditures	YTD Expenditures (09/28/2021)	Projected Expenditures
<b>Obligations</b>			
Acct 6311 Building & Improvements External	\$     3,000	\$    10,290	\$     14,000
Acct 6609 Other Personnel Services - CSA Staff	\$    14,659	\$           -	\$    14,659
Acct 6881 Utilities (PG&E Street Lighting)	\$     1,000	\$         590	\$     1,000
<b>Total Obligations</b>	<b>\$    18,659</b>	<b>\$    10,880</b>	<b>\$    29,659</b>
<b>Estimated Ending Fund Balance</b>			<b>\$     32,679</b>



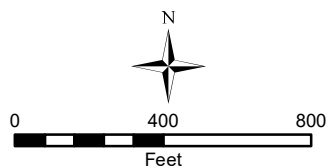


## LAFCO of Monterey County

LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369  
Salinas, CA 93902  
Telephone (831) 754-5838

132 W. Gabilan St., Suite 102  
Salinas, CA 93901  
FAX (831) 754-5831



## SPECIAL DISTRICTS

### COUNTY SERVICE AREA #66 OAK TREE VIEWS

Map Produced: 4/9/2019



# Monterey County

**Item No.56**

## Board Report

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

**Legistar File Number: A 21-533**

**November 16, 2021**

**Introduced:** 11/1/2021

**Current Status:** RMA Public Works -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Adopt Plans and Special Provisions for the River Road Emergency Repair at Fairview Road, Project No. 7210 (Project);
- b. Authorize the Director of Public Works, Facilities & Parks to advertise the "Notice to Bidders" in the Monterey County Weekly;
- c. Ratify and accept the donation as reflected in the Agreement for Purchase of Real Property for a Permanent Drainage Easement and a Temporary Construction Easement between County of Monterey and John M. Peterson Jr. and Lynn P. Peterson, Trustees of The Peterson Revocable Trust dated July 1, 2010 (APN 216-021-005) for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210;
- d. Ratify and accept the donation as reflected in the Agreement for Purchase of Real Property for a Permanent Drainage Easement and a Temporary Construction Easement between County of Monterey and Edward Silva Jr. and Evelyn Silva, Trustees of The Silva Family Living Trust dated February 9, 1996 (APN 216-023-013) for right-of-way for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210; and
- e. Authorize the Director of Public Works, Facilities & Parks to execute future amendments to these Agreements where the amendments do not significantly alter the scope or cost of the approved Agreements for Purchase of Real Property for Permanent Drainage Easements, and Temporary Construction Easements.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Adopt Plans and Special Provisions for the River Road Emergency Repair at Fairview Road, Project No. 7210 (Project);
- b. Authorize the Director of Public Works, Facilities & Parks to advertise the "Notice to Bidders" in the Monterey County Weekly;
- c. Ratify and accept the donation as reflected in the Agreement for Purchase of Real Property for a Permanent Drainage Easement and a Temporary Construction Easement between County of Monterey and John M. Peterson Jr. and Lynn P. Peterson, Trustees of The Peterson Revocable Trust dated July 1, 2010 (APN 216-021-005) for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210;
- d. Ratify and accept the donation as reflected in the Agreement for Purchase of Real Property for a

Permanent Drainage Easement and a Temporary Construction Easement between County of Monterey and Edward Silva Jr. and Evelyn Silva, Trustees of The Silva Family Living Trust dated February 9, 1996 (APN 216-023-013) for right-of-way for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210; and

e. Authorize the Director of Public Works, Facilities & Parks to execute future amendments to these Agreements where the amendments do not significantly alter the scope or cost of the approved agreements for Purchase of Real Property for Permanent Drainage Easements, and Temporary Construction Easements.

SUMMARY/DISCUSSION:

During the Winter Storms of 2021, several county roads were affected by the heavy rains, excessive storm water flows, and debris/mud flows. The River Road Emergency Repair at Fairview Road (Project) is one of those projects resulting from the 2021 Winter Storms, located southwest of the City of Gonzales along River Road at Fairview Road. This section of River Road is directly downhill of the 2020 River Fire burn scar. After an emergency declaration by the State, this Project became eligible for disaster-relief funding. The Project consists of installing two (2) 48-inch diameter culverts, in place of the existing single 60 inch diameter culvert, that failed as a result of the immense amount of sediment and runoff that washed down the hillside from the 2021 Winter Storms. The Project will also require clearing and grubbing around the inlet and outlet of the culvert, stabilization of the damaged slopes and traffic control consisting of temporary lane closures during work hours to establish safe work zone. A complete road closure will be necessary to perform a portion of the work and will be limited to three-week period in the middle of the construction season accompanied with a traffic detour, for each direction, which will also be maintained during nonwork periods.

In compliance with the California Environmental Quality Act (CEQA), Monterey County Public Works, Facilities & Parks (PWFP) filed a Notice of Exemption on February 5th, 2021. The Project was determined to be a Declared Emergency pursuant to the California Environmental Quality Act (CEQA) because it is to perform repair and maintenance of existing streets and similar facilities, which involves no expansion of an existing use (See California Code of Regulations [CCR] § 21080(b)(3); 15269(a)). Caltrans, as the designated lead for the National Environmental Policy Act (NEPA), determined that the Project is categorically excluded from having to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Caltrans approved the NEPA Categorical Exemption/Categorical Exclusion Determination on June 2, 2021.

The bid opening is set for January 14, 2022 at 2:00 p.m., in the Board of Supervisors' Conference Room 1032, County Administration Building, Government Center, 168 West Alisal Street, 1st Floor, Salinas, California 93901. Project construction is scheduled to begin in April 2022.

Adopting the Plans and Special Provisions and authorizing PWFP to advertise the Project, will allow PWFP to proceed with the construction phase of the Project and solicit construction bids. PWFP will return to the Board after opening bids and determining the lowest responsible and responsive bidder to award the Project.

Temporary construction easements (TCE) are required to construct the Project. Bender Rosenthal,

Inc. (BRI) performed the appraisal and conducted the right-of-way negotiations for Monterey County. The proposed Agreements for the Purchase of Real Property between the County and the Trustees of the Peterson Revocable Trust and the Trustees of the Silva Family Living Trust are required for the County to complete the right-of-way phase of the Project. BRI informed the Trustees regarding their right to compensation for the easements. However, the Trustees opted to donate the necessary easements to the County of Monterey to expedite the construction of the Project. The terms of the donations are reflected in the respective Purchase and Sale Agreements. The Trustees were informed of the right to compensation for the subject properties, which have been donated and conveyed to the County by the Trustees pursuant to conveyance Document No. 216-021-0105 (By Grantor: The Peterson Revocable Trust) and Document No. 216-021-013 (By Grantor: Silva Living Trust DTD February 9, 1996) which are on file with the County Recorder. The County shall pay all costs for recording fees incurred in these transactions.

**OTHER AGENCY INVOLVEMENT:**

The Office of the County Counsel-Risk Management and the Auditor-Controller have reviewed and approved the Special Provisions as to form, insurance and indemnification provisions, and fiscal provisions, respectively. The Purchase and Sale Agreements which reflect the terms of the donations have been approved as to form by the Office of the County Counsel.

**FINANCING:**

The total estimated Project cost including engineering design, environmental documentation and permitting, right-of-way, and construction is \$2,253,600.

The Project is funded mostly through the Federal Highway (FHWA) Permanent Restoration Program \$1,996,014 and a SB 1 match of \$257,586. See Attachment B for further details on the Project budget. There are currently sufficient appropriations in the amount in the adopted FY 2021-22 Road Fund 002, Appropriation Unit PFP 004 budget to finance the construction phase of the Project.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Project will replace the existing corrugated metal pipe underneath River Road at Fairview Road with two 48" pipes to provide a safe passage of water and debris under River Road. The recommended action supports the following Board of Supervisors' Strategic Initiative:

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

Prepared by: Kyle Oyama, EIT, Project Manager II, (831) 755-5090

Reviewed by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

Attachments on file with the Clerk of the Board:

Attachment A - Location Map

Attachment B - Project Budget

Attachment C - Specifications Book 1 & Book 2

Attachment D - Purchase Agreement with John and Lynn Peterson, Easement Deed, Temporary  
Construction Easement

Attachment E - Purchase Agreement with Edward and Evelyn Silva, Easement Deed, Temporary  
Construction Easement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-533**

**November 16, 2021**

**Introduced:** 11/1/2021

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Adopt Plans and Special Provisions for the River Road Emergency Repair at Fairview Road, Project No. 7210 (Project);
- b. Authorize the Director of Public Works, Facilities & Parks to advertise the “Notice to Bidders” in the Monterey County Weekly;
- c. Ratify and accept the donation as reflected in the Agreement for Purchase of Real Property for a Permanent Drainage Easement and a Temporary Construction Easement between County of Monterey and John M. Peterson Jr. and Lynn P. Peterson, Trustees of The Peterson Revocable Trust dated July 1, 2010 (APN 216-021-005) for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210;
- d. Ratify and accept the donation as reflected in the Agreement for Purchase of Real Property for a Permanent Drainage Easement and a Temporary Construction Easement between County of Monterey and Edward Silva Jr. and Evelyn Silva, Trustees of The Silva Family Living Trust dated February 9, 1996 (APN 216-023-013) for right-of-way for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210; and
- e. Authorize the Director of Public Works, Facilities & Parks to execute future amendments to these Agreements where the amendments do not significantly alter the scope or cost of the approved Agreements for Purchase of Real Property for Permanent Drainage Easements, and Temporary Construction Easements.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Adopt Plans and Special Provisions for the River Road Emergency Repair at Fairview Road, Project No. 7210 (Project);
- b. Authorize the Director of Public Works, Facilities & Parks to advertise the “Notice to Bidders” in the Monterey County Weekly;
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Monterey and Edward Silva Jr. and Evelyn Silva, Trustees of The Silva Family Living Trust dated February 9, 1996 (APN 216-023-013) for right-of-way for the construction of River Road Emergency Repair at Fairview Road project, Project No.7210; and

e. Authorize the Director of Public Works, Facilities & Parks to execute future amendments to these Agreements where the amendments do not significantly alter the scope or cost of the approved agreements for Purchase of Real Property for Permanent Drainage Easements, and Temporary Construction Easements.

SUMMARY/DISCUSSION:

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In compliance with the California Environmental Quality Act (CEQA), Monterey County Public Works, Facilities & Parks (PWFP) filed a Notice of Exemption on February 5th, 2021. The Project was determined to be a Declared Emergency pursuant to the California Environmental Quality Act (CEQA) because it is to perform repair and maintenance of existing streets and similar facilities, which involves no expansion of an existing use (See California Code of Regulations [CCR] § 21080(b)(3); 15269(a)). Caltrans, as the designated lead for the National Environmental Policy Act (NEPA), determined that the Project is categorically excluded from having to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Caltrans approved the NEPA Categorical Exemption/Categorical Exclusion Determination on June 2, 2021.

The bid opening is set for January 14, 2022 at 2:00 p.m., in the Board of Supervisors' Conference Room 1032, County Administration Building, Government Center, 168 West Alisal Street, 1st Floor, Salinas, California 93901. Project construction is scheduled to begin in April 2022.

Adopting the Plans and Special Provisions and authorizing PWFP to advertise the Project, will allow PWFP to proceed with the construction phase of the Project and solicit construction bids. PWFP will return to the Board after opening bids and determining the lowest responsible and responsive bidder to award the Project.

Temporary construction easements (TCE) are required to construct the Project. Bender Rosenthal, Inc. (BRI) performed the appraisal and conducted the right-of-way negotiations for Monterey County.

The proposed Agreements for the Purchase of Real Property between the County and the Trustees of the Peterson Revocable Trust and the Trustees of the Silva Family Living Trust are required for the County to complete the right-of-way phase of the Project. BRI informed the Trustees regarding their right to compensation for the easements. However, the Trustees opted to donate the necessary easements to the County of Monterey to expedite the construction of the Project. The terms of the donations are reflected in the respective Purchase and Sale Agreements. The Trustees were informed of the right to compensation for the subject properties, which have been donated and conveyed to the County by the Trustees pursuant to conveyance Document No. 216-021-0105 (By Grantor: The Peterson Revocable Trust) and Document No. 216-021-013 (By Grantor: Silva Living Trust DTD February 9, 1996) which are on file with the County Recorder. The County shall pay all costs for recording fees incurred in these transactions.

**OTHER AGENCY INVOLVEMENT:**

The Office of the County Counsel-Risk Management and the Auditor-Controller have reviewed and approved the Special Provisions as to form, insurance and indemnification provisions, and fiscal provisions, respectively. The Purchase and Sale Agreements which reflect the terms of the donations have been approved as to form by the Office of the County Counsel.

**FINANCING:**

The total estimated Project cost including engineering design, environmental documentation and permitting, right-of-way, and construction is \$2,253,600.

The Project is funded mostly through the Federal Highway (FHWA) Permanent Restoration Program \$1,996,014 and a SB 1 match of \$257,586. See Attachment B for further details on the Project budget. There are currently sufficient appropriations in the amount in the adopted FY 2021-22 Road Fund 002, Appropriation Unit PFP 004 budget to finance the construction phase of the Project.


**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Project will replace the existing corrugated metal pipe underneath River Road at Fairview Road with two 48" pipes to provide a safe passage of water and debris under River Road. The recommended action supports the following Board of Supervisors' Strategic Initiative:

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

Prepared by: Kyle Oyama, EIT, Project Manager II, (831) 755-5090

Reviewed by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks 

Attachments on file with the Clerk of the Board:

Attachment A - Location Map

Attachment B - Project Budget



*Legistar File Number: A 21-533*

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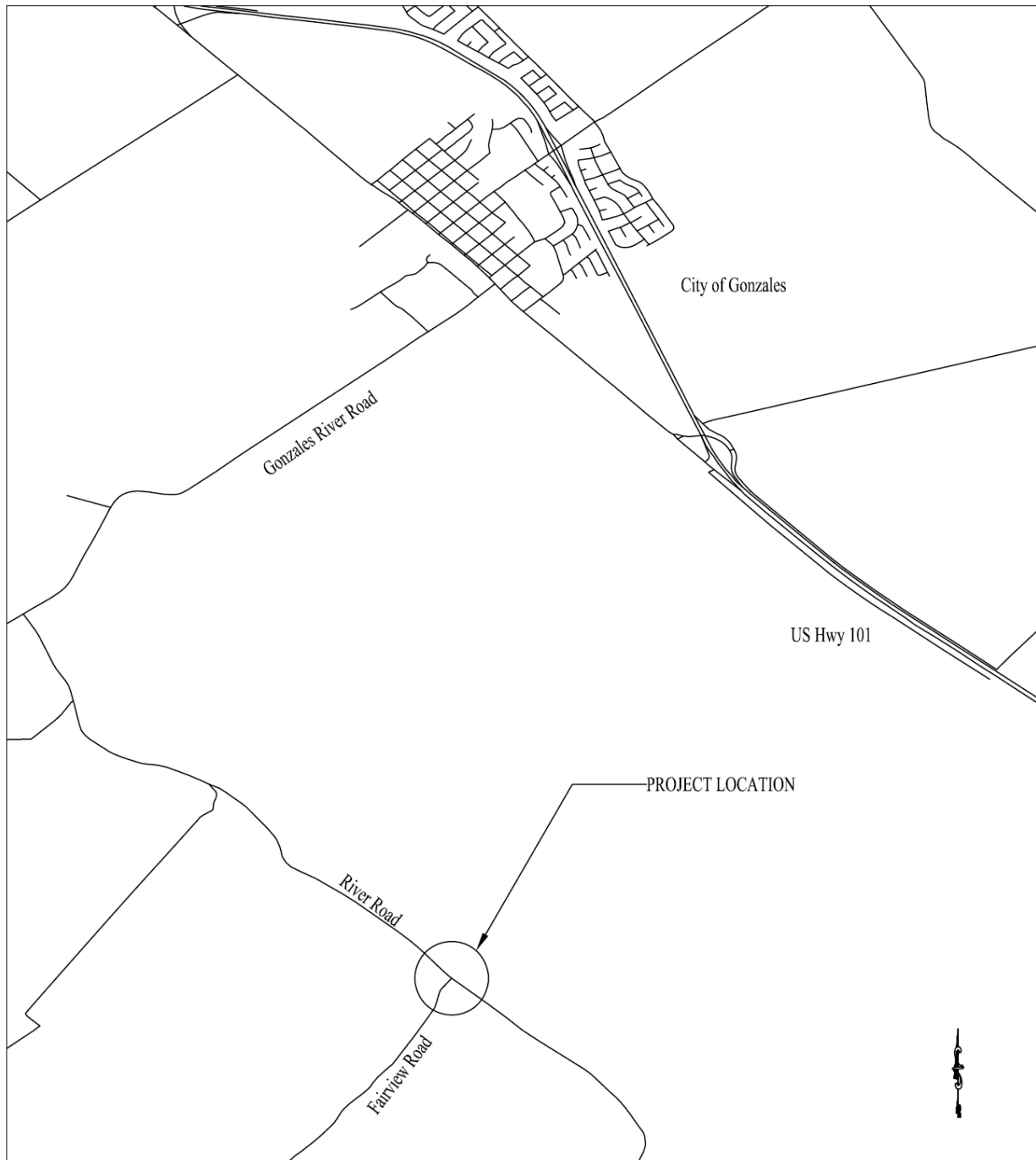
Attachment C - Specifications Book 1 & Book 2

Attachment D - Purchase Agreement with John and Lynn Peterson, Easement Deed, Temporary  
Construction Easement

Attachment E - Purchase Agreement with Edward and Evelyn Silva, Easement Deed, Temporary  
Construction Easement

**ATTACHMENT A – LOCATION MAP**

**MONTEREY COUNTY  
PUBLIC WORKS, FACILITIES & PARKS  
RIVER ROAD EMERGENCY REPAIR AT  
FAIRVIEW ROAD PROEJCT  
PROJECT NO. 7210**



**NOT TO SCALE**

## **ATTACHMENT B – PROJECT BUDGET**

### **MONTEREY COUNTY PUBLIC WORKS, FACILITIES & PARKS RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD PROEJCT PROJECT NO. 7210**

#### **PROJECT BUDGET**

Design Engineering/Environmental		\$289,100
Right-of-Way Total		\$21,700
Construction Management		\$150,000
Construction Contract		
Engineer's Estimate	\$1,792,800	
Total Construction Contract		<u>\$1,792,800</u>
<b>TOTAL ESTIMATED PROJECT COST:</b>		<b>\$2,253,600</b>

#### **REVENUE**

Federal Funds		
Federal Highway Administration (FHWA) - Permanent Restoration Program		\$1,996,014
Local Funds		
SB 1		\$257,586
<b>TOTAL PROJECT REVENUE:</b>		<b>\$2,253,600</b>

**MONTEREY COUNTY**

---

**PUBLIC WORKS, FACILITIES AND PARKS**

---

**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**RIVER ROAD EMERGENCY REPAIR  
AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**

**BID SPECIFICATIONS**

**October 8, 2021**



**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**

**The Special Provisions contained herein have been prepared by or under the direction of the following registered person.**



*Frank S. Lopez, PE, QSD, CFM*      *Date 04/23/21*  
*Project Manager, RCE 74581*

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2018, THE STANDARD PLANS 2018, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS. THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel  
Leslie J. Girard, County Counsel

Approved as to Fiscal Provisions

DocuSigned by:

*Mary Grace Perry*

A1938B26E717442...

**MARY GRACE PERRY**  
Deputy County Counsel

DocuSigned by:

*Danielle P. Mancuso*

2AFDEB99D2744CC

**DANIELLE P. MANCUSO**  
Risk Manager

DocuSigned by:

*Gary Giboney*

D3834BFEC1D8449

**GARY GIBONEY**  
Chief Deputy Auditor Controller

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**APPENDICES**

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          MONTEREY COUNTY, CALIFORINA. PREPARED BY KLEINFELDER.

### **STANDARD PLANS LIST**

The Standard Plans of 2018 and the Revised Standard Plans apply to this Contract.

COUNTY OF MONTEREY  
PUBLIC WORKS, FACILITIES, AND PARKS

**NOTICE TO BIDDERS**

Sealed bids will be received at the OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1<sup>ST</sup> FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS, CALIFORNIA 93902-1728), until 2:00 p.m., on January 14, 2022 for the

**RIVER ROAD EMERGENCY PROJECT AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**

As shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Board Chambers.

The general work description for the "River Road Emergency Repair at Fairview Road" is the construction for the repairs of the drainage channel below River Road and Repair of River Road, including but not limited to clearing and grubbing, traffic control, excavation and backfill, storm drain pipe culvert installation, culvert concrete encasement installation, head walls, retaining walls, wing walls, cutoff walls, drainage system, slope protection including riprap pads, and pavement. Such other items or details, not mentioned above, that are required by the Construction Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, and/or installed. The Engineer's Estimate for the construction costs is \$1,792,800.

The County of Monterey affirms that in any Contract entered into pursuant to this advertisement, disadvantage business enterprise will be afforded full opportunity to submit bids in response to this invitation.

The DBE Contract goal is Seven percent (7%).

For the Federal Training Program, the number of trainees or apprentices is 1.

The Bidder shall possess a valid Class A General Engineering Contractor's license.

The Contractor awarded the Contract shall begin work when authorized by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of **145 CALENDAR DAYS** beginning on the date listed on the issuance of the "Notice to Proceed"

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent (10%) of the amount bid, must accompany the bid.

The successful bidder shall furnish a payment bond and a performance bond each in the amount of one hundred percent (100%) of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: <https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/public-works-facilities/projects-out-to-bid>. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at **MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901** for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to California Labor Code Section 1773, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Department of Public Works, 168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to Labor Code Section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1(a) for an unregistered Contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Public Contract Code Section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the Contract.

Attention is directed to the Federal minimum wage rate requirements in the Special Provision. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call the U.S. Department of Transportation (1-800-424-9071) "hotline," between 8:00 am and 5:00 pm, and report these activities.

The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Date: October 8, 2021

RANDALL ISHII, P.E., DIRECTOR  
PUBLIC WORKS FACILITIES & PARKS  
COUNTY OF MONTEREY

PUBLIC WORKS FACILITIES & PARKS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

**SPECIAL PROVISIONS**

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**

**SECTION 1 – DEFINITION AND TERMS**

**1-1.01 SPECIFICATIONS AND PLANS:**

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2018, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

**In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.**

The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Revisions to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 “Contract Components” of the Standard Specifications. Whenever either the term “Standard Specifications is revised” or the term “Standard Specifications are revised” is used in the special provisions, the indented text or table following the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revision shall take precedence over and be used in lieu of the conflicting portions.

**1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:**

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1, “Definition and Terms,” of the Standard Specifications and these Special Provisions:

**1-1.03 DEFINITIONS:**

The following terms defined in Section 1-1.07, “Definitions,” of the Standard Specifications shall be interpreted to have the following meaning and intent:

State:	County of Monterey
Department:	Public Works Facilities and Parks
Director:	Chair of the Board of Supervisors

Engineer: Deputy Director of Public Works Facilities and Parks, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

#### 1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

Whenever in the Special Provisions and other Contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Clerk of the Board:	The Clerk of the Monterey County Board of Supervisors
Director of Public Works:	The Deputy Director of Public Works Facilities & Parks of Monterey County.
Attorney General:	County Counsel of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
County:	County of Monterey
Caltrans:	California Department of Transportation
Board of Supervisors:	The governing body of the County of Monterey
Authorized Material List:	Caltrans prequalified products list
Standard Plans:	2018 Standard Plans and Revised Standard Plans of the State of California, Department of Transportation
Standard Specifications:	2018 Standard Specifications and Revised Standard Specifications of the State of California, Department of Transportation
Business day:	Day on the calendar except a Saturday, Sunday, and a holiday
PLAC:	Permits, licenses, agreements, certifications, and approvals

#### 1-1.05 STATE HOLIDAYS:

Attention is directed to definition of **holiday** in Section 1-1.07B “Glossary,” of the Standard Specifications.

#### 1-1.06 BID ITEMS AND APPLICABLE SECTIONS:

The bid items are set forth in Book Two “Bid Form”. The first 2 digits of a bid item code correspond to the specification section number with the same 2 first digits.



## **SECTION 2 – BIDDING**

### **2-1.01 GENERAL:**

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she/it must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, **Book Two**. Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

In conformance with Public Contract Code Section 7106, a Noncollusion Declaration is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Noncollusion Declaration.

This Contract will require a Class "A" General Engineering Contractor's license.

### **2-1.02 DISADVANTAGE BUSINESS ENTERPRISE (DBE):**

The bidder's attention is directed to the provisions in Section 2-1.12, "Disadvantage Business Enterprise," of the Standard Specifications for federal-aid Contract.

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- One Hundred percent (100%) counts if the materials or supplies are obtained from a DBE manufacturer.
- Sixty percent (60%) counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a

manufacturer nor regular dealer. 49 CFR 26.55 defines “manufacturer” and “regular dealer.”

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4), (6) and (7).

#### 2-1.02A NONDISCRIMINATION STATEMENT

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### 2-1.02B CONTRACT ASSURANCE

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

#### 2-1.02C PROMPT PROGRESS PAYMENT

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress

payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

#### 2-1.02D PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

Attention is directed to the provisions in Public Contract Code Sections 10262 and 10262.5 and Business and Professions Code Section 7108.5 concerning prompt payment to subcontractors.

The County may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The County shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

No retainage will be held by the County from progress payments due the prime Contractor. A prime Contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in California Business and Professions Code Section 7108.5 concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Federal law (49CFR26.29) 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 Contractor or subcontractor to the penalties, sanctions and other remedies specified in Business and Professions Code Section 7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

## 2-1.02E TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the County's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

## 2-1.02F COMMITMENT AND UTILIZATION

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

The bidder shall complete, and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating in as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2<sup>nd</sup> low bidder, and the 3<sup>rd</sup> low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4<sup>th</sup> business day after bid opening.

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor.
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier.
  - Date of payment and total amount paid to each business.

If you are a DBE Contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15<sup>th</sup> of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of Contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of Contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within four (4) business days of the request.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

### GOOD FAITH EFFORTS SUBMITTAL

If you have not met the DBE goal, complete and submit the DBE Information – Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the fourth (4<sup>th</sup>) business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the Contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total Contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime Contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

#### 2-1.02G DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

2-1.03 BID OPENING:

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-1.04 BID RIGGING:

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours seven (7) days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction Contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.05 SUBCONTRACTORS LIST:

Each bid shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code Section 4100.

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein by law, is included in the Bid.

2-1.06 JOB SITE AND DOCUMENT EXAMINATION:

The bidder shall examine carefully the site of the work contemplated, the specifications, and the proposal and Contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the Contract.

Where dimensions of new construction required by this contract are dependent on the dimensions of existing features, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site as well as from the specifications made a part of the Contract.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed, faxed, or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

The County assumes no responsibility for conclusions or interpretations made by a bidder or Contractor based on the information or data made available by the County. The County does not

assume responsibility for representation made by its officers or agents before the execution of the Contract concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract.

No conclusions or interpretations made by a bidder or Contractor from the information and data made available by the County will relieve a bidder or Contractor from properly fulfilling the terms of the Contract.

### **SECTION 3 - CONTRACT AWARD AND EXECUTION**

#### **3-1.01 GENERAL:**

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of Contract.

#### **3-1.02 CONTRACT AWARD:**

If the Agency awards the Contract, the award is made to the lowest responsible bidder.

In lieu of Section 3-1.04, "Contract Award," of the Standard Specification, insert the following:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the fifth (5<sup>th</sup>) business day following the notice of intent to award the Contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: **MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS TO THE ATTENTION OF THE PROJECT MANAGER, 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901-2438**. Protests may be hand-delivered or sent via facsimile (831)755-4958, certified United States Postal Service (USPS) mail, or E-mail to the attention of Project Manager Enrique Saavedra at [saavedraem@co.monterey.ca.us](mailto:saavedraem@co.monterey.ca.us). Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Department of Public Works requests to provide additional information. The Department shall respond to the protesting party, stating its findings. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder soon after bid opening, whose bid complies with all the requirements prescribed.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Bidder in regards to the work covered by the bid.



The Contract shall be executed by the successful bidder and shall be returned, together with the Contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed Contract documents shall be delivered to the following address:

**MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS, 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA, 93901-2438.**

### 3-1.03 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):

In lieu of the second paragraph in Section 3-1.05 “Contract Bonds” of the Standard Specifications, the following shall be inserted:

2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least One Hundred percent (100%) of the total bid.

The two (2) bonds shall be written by an admitted corporate surety.

### 3-1.04 CONTRACTOR LICENSE:

Attention is directed to the provisions in Section 3-1.06, “Contractor License” of the Standard Specification for federal-aid Contract.

The Contractor must be properly licensed as a Contractor from Contract award through Contract acceptance (Public Contract Code § 10164).

### 3-1.05 CONTRACTOR REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Attention is directed to Department of Industrial Relations Contractor registration for public works project.

Pursuant to Labor Code Section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1(a) for an unregistered Contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For Contractor Registration, go to: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

## **SECTION 4 - SCOPE OF WORK**

### **4-1.01 WORK DESCRIPTION:**

The general work description for the “River Road Emergency Repair at Fairview Road” is the construction for the repairs of the drainage channel above and below River Rd and Repair of River Road, including but not limited to clearing and grubbing, traffic control, dewatering, excavation and backfill, culvert installation, culvert concrete encasement installation, head walls, retaining walls, wing walls, cutoff walls, drainage system, slope protection including riprap, and pavement. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

### **4-1.02 CHANGED CONDITIONS:**

#### **a. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.
3. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
4. No Contract adjustment will be allowed under this clause for any effects caused on unchanged work unless agreed to by the Engineer.

#### **b. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract time is due as a result of such suspension or delay, the Contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the Contractor's request. If the engineer agrees that the cost and/or time required for the performance of the Contract has

increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the engineer's determination whether or not an adjustment of the Contract is warranted.

3. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
4. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the Contract, is increased in excess of One Hundred Twenty Five percent (125%) or decreased below Seventy Five percent (75%) of the original Contract quantity. Any allowance for an increased in quantity shall apply only to that portion in excess of One Hundred Twenty Five percent (125%) of original Contract item quantity, or in case of a decrease below Seventy Five percent (75%), to the actual amount of work performed.

## **SECTION 5 – CONTROL OF WORK**

### **5-1.01 GENERAL:**

The bidder's attention is directed to the provisions in Section 5, "Control of Work" of the Standard Specifications and these Special Provisions related to the Contract parties' relations and Contract acceptance.

### **5-1.02 SUBCONTRACTING:**

Attention is directed to Section 5-1.13, "Subcontracting" of the Standard Specifications.

No subcontract releases the Contractor from the Contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code Section 4100 et seq., the County of Monterey may exercise the remedies provided under Public Contract Code Section 4110. The County of Monterey may refer the violation to the Contractors State License Board as provided under Public Contract Code Section 4111.

The Contractor shall perform work equaling at least thirty percent (30%) of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

### **5-1.03 DISADVANTAGE BUSINESS ENTERPRISES (DBE) RECORDS:**

Attention is directed to the requirements specified in Section 5-1.13B (1), "General" of the Standard Specifications.

### **5-1.04 AREAS FOR CONTRACTOR'S USE:**

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The Contractor staging areas are shown in the Contract Plans.

The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

There are no County-owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the Contract limits.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The County shall obtain encroachment permits prior to occupying non-County-owned parcels outside the Contract limits.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property, which Contractor occupies and shall leave the areas in a presentable

condition, in accordance with the provisions in Section 4-1.13, "Clean Up," of the Standard Specifications.

The Contractor shall secure at Contractor's own expense any area required for storage of equipment or materials or for other purposes if sufficient area is not available to Contractor within the Contract limits or the Contractor prefers other staging area location.

#### 5-1.05 COORDINATION WITH OTHER ENTITIES:

Attention is directed to Section 5-1.20, "Coordination with other entities," of the Standard Specifications and these Special Provisions.

## **SECTION 6 – CONTROL OF MATERIALS**

#### 6-1.01 GENERAL:

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

**All materials required to complete the work under this Contract shall be furnished by the Contractor.**

#### 6-1.02 LOCAL MATERIALS:

All Cut and Fill slopes shall be in accordance to the plans. Excess Cut Material must be placed onsite. The engineer shall confirm placement of excess material.

#### 6-1.03 BUY AMERICA:

Attention is directed to Section 6-1.04, "Buy America," of the Standard Specifications and these Special Provisions.

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

**6-1.04 AUTHORIZED MATERIAL LIST:**

The Department maintains list of Authorized Materials List. The Engineer shall not be precluded from sampling and testing products on the list of Authorized Materials List.

The manufacturer of products on the list of Authorized Materials List shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for each type of product supplied.

For those categories of materials included on the list of Authorized Materials List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Authorized Materials List, may be used in the work provided they conform to the requirements of the Standard Specifications and as approved by the engineer.

For the Authorized Material Lists, go to: [http://www.dot.ca.gov/hq/esc/approved\\_products\\_list](http://www.dot.ca.gov/hq/esc/approved_products_list)

**6-1.05 QUALITY ASSURANCE:**

The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Department may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**7-1.01 LABOR NON DISCRIMINATION:**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOVERNMENT CODE SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I (2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state Contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction Contracts and subcontracts of \$5,000 or more.

**7-1.02 LABOR CODE REQUIREMENT:**

Attention is directed to Section 7-1.02K (5), "Working Hours," of the Standard Specifications.

**7-1.03 GENERAL PREVAILING WAGE RATES:**

Attention is directed to Section 7-1.02K (2), "Wages," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available on the Internet at: <http://www.dir.ca.gov/dlsr/pwd/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the Contract are determined in accordance with Labor Code Section 1770, et. seq. and the Contractor shall comply with all applicable sections thereof.

The Contractor shall post the prevailing wage rates at the job site or as directed by the Engineer.

For Federal minimum wage rates see the website <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

#### 7-1.04 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K(3), "Certified Payroll Records," of the Standard Specifications, and to the provisions of Labor Code Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions by his/her/its Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

#### 7-1.05 SURFACE MINING AND RECLAMATION ACT:

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site" of the Standard Specifications.

#### 7-1.06 PUBLIC SAFETY:

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.03, "Public Convenience" and Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

#### 7-1.07 INDEMNIFICATION AND INSURANCE:

Attention is directed to Section 7-1.05, "Indemnification" and Section 7-1.06 "Insurance," of the Standard Specifications and these Special Provisions.

In addition to all the requirements in Section 7-1.06D (2) of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The Contractor's insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail 30 days advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or County of Monterey from taking such other actions as is available to them under any other provision of this Contract (except retainage of money due to the Contractor) or otherwise in law.

Nothing in the Contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the County, Contractor shall file certificates of insurance with the County Contracts/Purchasing Department and with the County Director of Public Works, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

#### 7-1.08 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Attention is directed to Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance," of the Standard Specifications.



7-1.09 FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID  
CONTRACTS:

“Section VI. Subletting or Assigning the Contract” does not apply since this project is off the National Highway System (NHS).

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### 7-1.10 FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction Contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent (6.9%).

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
177	CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8

179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1    26.1  23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9   28.3  21.5  19.0  19.7  24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9   18.2

For each July during which work is performed under the Contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

#### 7-1.11 FEDERAL TRAINEE PROGRAM:

For the Federal training program, the number of trainees or apprentices is 1.

This section applies if a number of trainees or apprentices are specified in the Special Provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a Contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible twenty five percent (25%) of apprentices or trainees in each occupation must be in their first (1<sup>st</sup>) year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of MONTEREY:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County of MONTEREY approval for this submitted information before you start work. The County of MONTEREY credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of MONTEREY and FHWA approves a program if one (1) of the following is met:

1. It is calculated to:
  - Meet the equal employment opportunity responsibilities.
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction Contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part



of an approved training program and does not make up a significant part of the overall training.

The County of MONTEREY reimburses you 80 cents per hour of training given an employee on this Contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
  - Contribute to the cost of the training.
  - Provide the instruction to the apprentice or trainee.
  - Pay the apprentice's or trainee's wages during the off-site training period.
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program.

Furnish the apprentice or trainee with the following:

1. Copy of the program you will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

#### 7-1.12 TITLE VI ASSURANCES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

##### 7-1.13 EXCAVATION SAFETY:

Attention is directed to the provisions in Section 7-1.02K (6) (b), "Excavation Safety" of the Standard Specifications and these Special Provisions.

##### 7-1.14 SCOPE:

This item shall consist of performing all work required to meet the Excavation Safety and temporary structures requirements specified in 7-1.02(K) (6) (b). It is the Contractor's responsibility to review and adhere to the recommendations in the geotechnical study titled "GEOTECHNICAL REPORT FOR RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD, MONTEREY COUNTY, CALIFORNIA" conducted by Kleinfelder:

The design, excavation and installation of the shoring systems and/or cut-slopes are the sole responsibility of the Contractor. All excavations must meet the requirements of 29 CFR 1926.651 and 1926.652 or comparable OSHA approved state plan requirements.

Excavations should have temporary sidewall slopes in accordance with CAL-OSHA guidelines or be mechanically shored. For planning purposes, we have assumed that the onsite soils are consistent with a Type C material as defined by the CAL-OSHA Excavation Safety Manual. Excavations in Type C soils should have a maximum slope gradient of 1½:1 (H:V), and a maximum height of 20 feet. Final slope gradients and height should be determined by the Contractor's excavation/shoring designer. Excavation and/or shoring system designs shall be submitted to the County a minimum of three (3) weeks prior to construction for a review. The Contractor takes sole responsibility for the shoring system.

The geotechnical borings in drainage channel and the undocumented fill encountered on River Road encountered granitic and sandstone boulders up to 39 inches in diameter at depths ranging between 17 and 26 feet. Contractor should expect very difficult drilling and/or pile driving conditions within this stratum.

All temporary shoring should be fully drained and should not obstruct nor significantly change the normal flow of moisture or groundwater through the project soils. Wall drainage should discharge to an approved location.

All shoring backfill to be placed in maximum 8 inch lifts, at a water content which is 1 to 3 percent above the laboratory optimum value. The material should be compacted to at least ninety percent (90%) relative compaction. If a clean gravel backfill is utilized as shoring backfill, it should be compacted in maximum 1 to 2 foot lifts using a vibra-plate or similar equipment. It is recommended that all voids behind the shoring system be completely filled with soil or gravel backfill while the shoring work is in progress.

The "top" of any temporary cut slope and excavations should be set-back at least ten (10) feet (measured horizontally) from any nearby structure or property line. Any excavations which cannot meet this requirement will need to have a shoring system designed to support steeper sidewall gradients.

No excavation shall be allowed until the Excavation Safety Plan has been approved.

#### 7-1.15 EXCAVATION SAFETY (TEMPORARY SHEETING, SHORING, AND BRACING) PAYMENT:

Progress payments for Excavation Safety (Temporary Sheeting, Shoring, and Bracing) will be computed by the Engineer based on his/her estimate of the percentage completion of this item of work. In general, this will be proportional to the percentage completion of the major items of work to which excavation safety is incidental.

Payment for Excavation Safety (Temporary Sheeting, Shoring, and Bracing) shall be made on a lump sum basis at the contract price bid for Bid Item No. 4. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

#### 7-1.16 USE OF UNITED STATES-FLAG VESSELS:

The CONTRACTOR agrees -

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20690.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.
4. Maintain records and submit reports documenting your performance under this section

## **SECTION 8 - PROSECUTION AND PROGRESS**

### **8-1.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time", and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 calendar days of the issuance of the "Notice to Proceed" by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of **ONE HUNDRED AND FORTY FIVE (145) CALENDAR DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the liquidated damages amount shown in Section 8-1.10A of the Standard Specifications for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

The Contractor may initiate a "Request for a Suspension of Working Days" for a period of time, or to a specified date agreed to by the Contractor and the Engineer, for the purpose of preparing shop drawings, to procure materials, and to fabricate the steel bridge barrier railing elements. The Contractor may request in writing a suspension of work during the winter months when the controlling item of work cannot be conducted due to restrictions on work within the riparian area that are listed in the project Permits, Licenses, Agreements and Certifications (PLAC). The Engineer may approve and grant the winter month suspension after negotiation and concurrence with the Contractor on the beginning and ending dates of the suspension. No on-site work will occur during the period of suspension of working days. Working Days on site shall resume after the expiration of the Suspension of Working Days.

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section

8-1.05 "Time", and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these Special Provisions.

8-1.02 PRE-CONSTRUCTION CONFERENCE:

In lieu of Section 8-1.03, "Preconstruction Conference," of the Standard Specifications, the County of Monterey inserts the following:

A pre-construction conference will be held at the office of the MONTEREY COUNTY, PUBLIC WORKS AND FACILITIES, 1141 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901, where the "Notice to Proceed" will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

8-1.03 SCHEDULE:

Comply with Section 8-1.02(C), "Level 2 Critical Path Method Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

The schedule software must be compatible with the current version of the Microsoft Windows operating system in use by the Engineer.

Full compensation for submitting the required schedules shall be considered as included in the Contract prices paid for the various items of work involved, and no additional compensation shall be allowed therefor.

## **SECTION 9 – PAYMENT**

### **9-1.01 PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS:**

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

### **9-1.02 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:**

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17 "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

In lieu of Section 9-1.16C, "Materials On Hand," of the Standard Specifications, the following shall be inserted:

No progress payment will be made for any materials on hand which are furnished but not incorporated in the work.

### **9-1.03 ARBITRATION:**

Section 9-1.22, "Arbitration," as defined in the Standard Specifications, is deleted from this Contract. In lieu of arbitration, the following shall apply (from the Public Contract Code):

- A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):
  - 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
  - 1b. This article shall not apply to any claims resulting from a Contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
  - 2a. "Public Work" has the same meaning as in Public Contract Code Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
  - 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor

pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
4. This article applies only to Contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contract Code 20104.2):

For any claim subject to this article, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
  - 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - 2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days

of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.

5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code 20104.6):
1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract.
  2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.



9-1.04 MOBILIZATION:

Attention is directed to the provisions in Section 9-1.16D, "Mobilization" of the Standard Specifications and these Special Provisions.

9-1.05 SCOPE:

Mobilization includes preliminary services, work and operations, including but not limited to, furnishing required bonds, obtaining necessary permits and work areas, the movement of labor, supplies, equipment and incidentals to the work site, and for all other work, services and operations which must be performed or for which costs are incurred prior to performing work of the other Contract items.

9-1.06 PAYMENT:

Payment for Mobilization shall be made on a lump sum basis and shall be paid at the contract price bid for Bid Item No. 1 in accordance with 9-1.17 "Payment after Contract Acceptance" of the Standard Specifications. Such payment will be considered full compensation for furnishing all labor, materials, tools, equipment, and in doing all the work required per the Plans, Special Provisions and Standard Specifications.

## **DIVISION II GENERAL CONSTRUCTION**

### **SECTION 10 – GENERAL**

#### **10-1.01 WORK SEQUENCING:**

It is the Contractor's responsibility to develop a Construction Schedule, which outlines the sequence of work for the project. The Engineer must approve the Construction Schedule prior to the commencement of any work.

**River Road and Fairview Road cannot be closed for more than four (4) weeks and no more than two (2) weeks at a time.**

#### **10-1.02 DEVELOP WATER CONNECTION**

Contractor must provide all water to be used during construction. Payment for Bid Item No. 7 to Develop Water Connection shall be paid on a lump sum basis at the contract price bid for Bid Item No. 7.

#### **10-1.03 SURVEY AND CONSTRUCTION STAKING**

**Contractor is responsible to perform all survey and construction staking for the project.** The County of Monterey will provide the Contractor the County Right of Way information and Control Points in AutoCAD format. Payment for Survey and Construction Staking shall be paid on a lump sum basis at the contract price bid for Bid Item No. 8.

#### **10-1.04 TEMPORARY SHEETING, SHORING, AND BRACING**

The contract lump sum price for Trench Sheet piling, Shoring, and Bracing per Bid Item No. 4 includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Trench Sheet piling and Shoring and Bracing, including but not necessarily limited to installation, maintenance and removal, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as accepted by the Engineer.

## **SECTION 12 TRAFFIC CONTROL**

#### **12-1.01 GENERAL:**

River Road and Fairview Road are currently open.

#### **12-1.02 TEMPORARY MESSAGE SIGN:**

Temporary message signs shall be furnished, placed, and maintained at a maximum of six (6) locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Temporary Traffic Control Devices" of the Standard Specifications and these Special Provisions. Messages displayed on the portable temporary message signs shall conform to Section 12-4, "Maintaining Traffic," of these Special Provisions."

Seven (7) calendar days prior to the start of work, message signs shall be placed at minimum, at both begin and end limits of construction, warning the public of expected road closure and delays due to construction activities.

#### 12-1.03 CLOSURE REQUIREMENTS:

**River Road and Fairview Road cannot be closed for more than six (6) weeks and no more than four (4) weeks at a time during the construction of improvements per the Plans.** Contractor shall be responsible for preparing and submitting Traffic Control Plans to the County for permitting approval.

Replace Section 12-4.02, "Traffic Control Systems," of the Standard Specifications with;

#### 12-1.04 TRAFFIC CONTROL SYSTEMS

This section 12-1.04 includes specifications for providing a traffic control system to close traffic lanes, shoulders, ramps, and connectors.

#### 12-1.05 GENERAL:

This section includes specifications for closing traffic lanes with stationary lane closures on two (2)-lane, two (2)-way highways, multi lanes, two (2)-way highways, and single lane, two (2)-way highways. The traffic control system for a lane closure must comply with County requirements.

#### 12-1.06 MATERIALS:

Vehicles equipped with attenuators must comply with section 12-1.03, "Impact Attenuator Vehicle," of these special provisions.

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by the Engineer.

#### 12-1.07 CONSTRUCTION:

Minimum seven (7) business days prior to lane closure on one road lane which will take place, the Contractor shall install warning signs which include Date and Time for road closure at road intersections and at a maximum of six (6) locations determined by the Engineer. Coordination with the County Traffic Engineer is mandatory at least five (5) business days in advance of all road closures. In the events of medical emergency or fire, the Contractor shall open the road access for the emergency personnel.

#### 12-1.08 CONSTRUCTION FUNDING IDENTIFICATION SIGN:

Install 2 - 48" by 30" inch construction project funding identification signs at the location determined by the Engineer before starting major work activities visible to highway users.

Dispose of construction project funding identification signs upon completion of the project if authorized.

#### 12-1.09 TRAFFIC CONTROL PAYMENT:

Payment for Traffic Control shall be paid on a lump sum basis at the contract price bid for Bid Item No. 5. Such payment will be considered full compensation for furnishing all labor, materials, tools, equipment, including, but not limited to, placing, operating, maintaining, repairing, transporting

from location to location and removing the portable changeable message signs, required to complete the traffic control duty per the Plans, Special Provisions and Standard Specifications.

## **SECTION 13 – WATER POLLUTION CONTROL**

### **13-1.01 WATER POLLUTION CONTROL PROGRAM:**

Water Pollution Control shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these special provisions.

### **13-1.02 GENERAL:**

This item shall consist of preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with California Storm Water Best Management Handbook and as approved by the County, preventing, controlling, and abating discharges of pollutants from the construction site, and shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

### **13-1.03 JOB SITE MANAGEMENT:**

Job Site Management shall conform to the provisions in section 13-4, "Job Site Management" of the Standard Specifications.

### **13-1.04 TEMPORARY SEDIMENT CONTROL:**

Temporary Sediment Control shall conform to the provisions in section 13-6, "Temporary Sediment Control" of the Standard Specifications and these special provisions.

### **13-1.05 CONSTRUCTION METHOD:**

Water pollution control proposed by the Contractor shall be approved by the County. All work shall be performed in accordance with Sections 13-1.01C, 13-2.01C, 13-3.01C, 13-4.01C, 13-4.03A-F, 13-7.02A, 13-7.03A, 13-8.01C, 13-9.01C, 13-10.01C.

### **13-1.06 WATER POLLUTION CONTROL PAYMENT:**

Payment for Water Pollution Control shall be made on a lump sum basis at the contract price bid for Bid Item No. 2 in accordance with Section 13. Such payment shall be considered full compensation for furnishing all labor, material, tools, all equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 14 – ENVIRONMENTAL STEWARDSHIP**

### **14-1.01 GENERAL:**

Attention is directed to Section 14, "Environmental Stewardship," of the Standard Specifications and these Special Provisions.

### **14-1.02 HAZARDOUS WASTE AND CONTAMINATION:**

Hazardous Waste and Contamination shall conform to the provisions in Section 14-11, "Hazardous Waste and Contamination" of the Standard Specification. Attention is directed to Section 14-11.02 "Discovery Unanticipated of Asbestos and Hazardous Substances," and Section 14-11.03 "Hazardous Waste Management" of the Standard Specification and this special provision.

If delay of work in the area, due to unanticipated discovery of asbestos or hazardous substances, delays the current controlling operation, the delay will be considered as right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate Contract.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

#### 14-1.03 AIR QUALITY:

Comply with section 14-9, "Air Quality," of the Standard Specifications.

The Contractor will comply with the following requirements:

1. Water all active construction areas at least twice daily. Frequency should be based on the type of operation, soil and wind exposure.
2. Prohibit all grading activities during periods of high wind (over 15 MPH).
3. Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).
4. Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed areas (see Erosion Control Plan).
5. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two (2) feet of freeboard.
6. Replant vegetation in disturbed areas as quickly as possible (see Erosion Control).
7. Limit traffic speeds on unpaved roads to 15 MPH.
8. Install sandbags or other erosion control measure to prevent silt runoff to public roadways (see Erosion Control Plan).

Dust control is included in the Contract lump sum price paid for Water Pollution Control.

#### 14-1.04 PROJECT PROTECTED SPECIES

Sensitive habitats have been identified within the project area and include open waters/channel and riparian corridors, both of which are considered Waters of the State (riparian habitat includes the extent of riparian vegetation, or the area within 100-year flood elevation, whichever is larger). There are no protected species that are expected to occur within or adjacent to the project area.

#### 14-1.05 CONSERVATION MEASURES

The following conservation measures will reduce the impacts to the biological resources:

1. Preconstruction Surveys. Preconstruction surveys for nesting birds shall be conducted within seven (7) days of the start of construction (including the removal or trimming of trees). Surveys shall cover areas within 250 feet of the project area for passerines and 500 feet for raptors. Any active nests should be either 1) protected by a no-work zone buffer of 250-500 feet (for passerines or raptors, respectively), or 2) monitored daily for signs that construction is disturbing the nests. These two (2) options shall be implemented until a qualified biologist determines that the young in the nest have fledged.
2. Start-up Meeting. As part of the pre-construction meeting and prior to any construction activities on site, a review of all required permits and notifications shall be held to ensure requirements for environmental compliance are fully understood, specific limits of activities and work are defined and understood, and all environmental clearances and access, encroachment agreements, and permissions have been obtained from the appropriate agencies and parties.
3. Worker Education Program. Contractor's personnel at the site shall attend a Worker Educational Program conducted by a qualified biologist/environmental analyst obtained by the County.

The program will summarize relevant laws and regulations that protect biological resources, discuss sensitive plant communities and special-status species with the potential to occur in the work area, explain the role and authority of the biological monitors, and review applicable avoidance and minimization measures to protect federally protected species and their habitat.

The program will also summarize relevant laws and regulations that protect undiscovered cultural resources. Although there are no known resources that are located within or adjacent to the project area, the chance of discovering unknown resources is always present with ground disturbance. The program will review the measures that will be undertaken in the event that previously undiscovered cultural resources are discovered through project implementation to protect and minimize potential impacts on these resources.

Workers must receive Worker Education Program training before performing on-site work. Workers include laborers, tradesmen, material suppliers, equipment maintenance personnel, supervisors, foremen, office personnel, food vendors, and other personnel who stay on the project longer than 30 minutes.

4. Environmentally and Culturally Sensitive Areas. Prior to construction activities, environmentally and culturally sensitive areas will be flagged or fenced to clearly delineate the extent of construction by a qualified biologist, qualified archaeologist, and contractor and/or County representative. All crews will also have a set of drawings showing the locations of environmentally and culturally sensitive areas. Fencing shall be per Section 16-2.03 of the Standard Specifications. A cultural resources monitor shall be present during initial ground disturbing activities to determine whether artifacts are

present and/or likely to be found, and any ongoing project cultural resource monitoring needs.

5. Daytime Work. All work shall be restricted to daytime hours, noisy activities shall be located away from sensitive noise receptors, and other noise minimization practices implemented
6. Construction Access and Staging: Potential construction access, staging, storage, and parking areas are shown on Sheet X-01 "Demolition and Staging Plan". Vehicle travel adjacent to sensitive habitats will be limited to existing roads and designated access paths, and vehicle speeds will not exceed 15 miles per hour.
7. Work Area Cleanliness. All foods and food-related trash items will be enclosed in sealed trash containers and removed from the site at the end of each work day.
8. Pets. No pets shall be allowed in the project area.
9. Work in Dry Conditions. No work activities shall occur in areas of flowing or standing water.
10. Dewatering/Diversions. A dewatering plan is only required if work in waters of the state (including the 100 year flood elevation) occurs after September 1, 2021. This plan must be written by a qualified biologist and approved by both RWQCB and CDFW. It is not anticipated that dewatering/diversions will be required for the project.
11. Equipment Maintenance and Hazardous Materials. All equipment shall be maintained so that there are no fluid leaks such as gasoline or oil. Hazardous materials such as fuels and oils shall be stored in sealable containers in a designated location a minimum of 200 feet from waters of the state (areas within the 100 year flood elevation). Equipment stored overnight shall be at staging areas and shall be positioned over drip pans. Secondary containment structures shall be incorporated to prevent spills and provide for prompt cleanup in the event of a spill.
12. Erosion Control Material. Only tightly woven fiber netting or similar material will be used for erosion control. All erosion control materials must be free of plastic. See Erosion Control sheet in the Plans.
13. Vegetation Clearing. The two (2) trees and other vegetation identified for removal may be trimmed and/or removed as necessary after preconstruction surveys for birds (see Preconstruction Surveys, above). Any additional trees that must be removed shall be measured (diameter at breast height) and reported to the qualified biologist prior to removal.
14. Invasive Plant Species. The Contractor shall implement the following measures to reduce the spread of invasive plant species in temporary work areas and along the project corridor:
  - a. Inspect and clean construction equipment prior to grading to minimize the spread of invasive plant species into nearby creek banks and areas of exposed soil.

- b. Minimize vehicle travel through weed-infested areas.
  - c. Minimize soil disturbance and the removal of existing vegetation (exotic or native) to the extent feasible during construction activities.
  - d. Use only certified weed-free straw and mulch or weed-free fiber roll barriers or sediment logs for erosion control.
  - e. Use only certified weed-free native seed mixes and native plants that are appropriate to the pre-existing or adjacent natural habitat for revegetation. Seed mixes for hydroseeding/erosion control must be approved by the qualified biologist.
  - f. At sites where ground-disturbance is required, remove pre-existing invasive plant species that are growing in the work area.
15. Habitat Restoration following Construction. Upon project completion, all temporarily disturbed natural areas, including stream banks, shall be returned to pre-project contours to the maximum extent feasible. Affected stream banks or stream channels will be stabilized prior to the rainy season and /or prior to reestablishing flow. Native vegetation shall be re-established after erosion control is installed, using a planting palette determined by a qualified biologist.
16. All construction debris and associated materials shall be removed from the work site upon completion of the project.
17. Refueling of equipment shall take place within turnouts or staging areas at least 50 feet from the top of bank.

Full compensation for conforming to the provisions in this section not otherwise provided for, shall be considered in prices paid for the various Contract items of work involved and no additional compensation shall be allowed therefor.

#### 14-1.06 MITIGATION FOR IMPACTS TO WATERS OF THE STATE

Mitigation required by the RWQCB and CDFW for permanent impacts to waters of the state (including riparian habitat) will be achieved off site.

#### 14-1.07 TREE PLANTING

The location, type, and quantity of trees to be planted will need to be coordinated with the Environmental Agency. Payment for Tree Planting shall be made as an each (ea) basis as the contract price for Bid Item No. 48.

### **SECTION 15 – EXISTING FACILITIES**

The work performed in connection with existing facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.



15-1.01 EXISTING UTILITIES:

**The Contractor must pothole all existing utilities as first order of work prior to the construction of proposed improvements.**

There are overhead electrical/telephone lines and power poles within the Project site. The power poles are generally located near the edge of pavement along River Road and Fairview Road. If required, the power poles shall be relocated by Pacific Gas and Electric Company and AT&T concurrently.

There are existing 3-inch Fiber Optic Lines located near the edge of the pavement on both sides of River Road. Contractor must coordinate relocation with the Utility agency/cies prior to start of construction.

There is an existing 48-inch corrugated metal pipe (CMP) crossing River Road. This pipe shall be removed in its entirety. Payment for Removal of existing 60-inch Storm Drain Pipe shall be made on a linear feet basis at the contract price bid for Bid Item No. 18. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

There is an existing concrete culvert crossing Fairview Road at the intersection with River Road. This culvert shall remain and must be protected in place.

Existing Trees to be removed are identified in the project plans. Contractor must coordinate trees to be removed with engineer prior to tree removal. Payment for Tree Removal shall be made as an each (ea) basis at the contract price for Bid Item No. 47.

Existing Mailboxes to be removed and replaced are identified in the project plans. Contractor must install temporary mailboxes outside the work limits to allow resident to continue to access and receive their mail. Payment for Removal and Replacement of mailboxes shall be made as an each (ea) basis as the contract price for Bid Item No. 50.

Existing Fence to be removed and replaced as identified in the project plans. The existing fence is comprised of wood and steel. Contractor must coordinate fence removal and placement with the Engineer. Payment for Removal and Replacement of fence shall be made as a lineal feet basis at the contract price for Bid Item No. 51.

There is an existing CMU Wall and Vineyard Sign at the intersection of River Road and Fairview Road. This CMU Wall and Vineyard sign will need to be removed and replaced. Payment for Removal and Replacement of CMU Wall and Vineyard Sign shall be made as a lump sum basis at the contract price for Bid Item No. 49.

15-1.02 OBSTRUCTION

Attention is directed to Section 15, "Existing Facilities," and Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

The Contractor shall notify in writing the following utilities and agencies five (5) days prior to the beginning of construction:

Storm – Monterey County  
 Contact: Shawn Atkins  
 Tel: (831) 755-4929  
 855 E. Laurel Drive, Bldg. B  
 Salinas, California 93905

Pacific Gas & Electric  
 Contact: Pat Munro  
[peme@gp.com](mailto:peme@gp.com)  
 (831) 784-3504  
 356 East Alisal St.  
 Salinas, California 93901

AT & T  
 Contact: Susan Barraza  
[sb8239@att.com](mailto:sb8239@att.com)  
 (831) 728-6571  
 515 Chappell  
 Watsonville, California 95076

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than six (6) inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which does not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Western Utilities Underground Alert (Inc.)	(800) 424-3447

Full compensation for conforming to the provisions in this section not otherwise provided for, shall be considered in prices paid for the various Contract items of work involved and no additional compensation shall be allowed therefor.

## **DIVISION III EARTHWORK AND LANDSCAPE**

### **SECTION 17 – GENERAL**

#### **17-1.01 CLEARING AND GRUBBING:**

Contractor shall comply with Section 17-2, “Clearing and Grubbing” of the Standard Specifications and these Special Provisions.

#### **17-1.02 GENERAL:**

This item shall consist of clearing and grubbing of the project work area, and disposal of materials removed, in accordance with these Specifications.

All foundation elements from existing structures must be completely removed from the areas. Tree removal should include the entire stump and root ball, unless otherwise directed by the arborist. Any voids created by the removal of the existing culverts and associated structures, tree and root balls, must be backfilled with properly compacted engineering fill.

Surface vegetation, tree roots and organically contaminated topsoil should then be removed from the area to be graded. Any remaining debris or large rocks (larger than 2-inches in any dimension) shall also be removed. Rocks may be stockpiled and reused where acceptable and compliant.

All removals shall be disposed of in legal off-site locations.

#### **17-1.03 PAYMENT:**

Payment for Clearing and Grubbing shall be made on a lump sum basis at the contract price bid for Bid Item No. 3. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

### **SECTION 19 – EARTHWORK**

#### **19-1.01 GENERAL:**

Contractor shall comply with Section 19, “Earthwork” of the Standard Specifications and these Special Provisions.

#### **19-1.02 SAND BEDDING:**

Sand bedding shall consist of clean sand. The sand shall be free of clay or organic material, and shall comply with the following grading requirements:

Sieve Size	Percentage Passing
No. 4	100
No. 200	0-5

Sand bedding shall be compacted to ninety five percent (95%) relative compaction.

**19-1.03 CONCRETE BEDDING:**

Concrete bedding shall comply with the requirements of Section 19-3.02F (3) Soil Cement Beddings of the Standard Specifications.

**19-1.04 EXCAVATION AND BACKFILL**

Excavation for this project shall be performed in accordance with the Standard Specifications and these Special Provisions.

Culvert Excavation and Backfill	Section 19-3
Roadway Excavation and Backfill	Section 19-2
Undocumented Fill Removal	Section 19,-3, 19-5, 19-9

**Surplus excavation material shall be placed onsite with location to be confirmed by the Engineer.**

Man-made fills from previous emergency repair (“undocumented fill”) are identified as undocumented fill on the Plans. Where this fill underlies proposed foundations, culverts or engineered fill, it shall be completely excavated to expose undisturbed native material. The excavation process shall be observed and extent designated by the geotechnical engineer. Any voids created by fill removal shall be backfilled and compacted as engineered fill.

All foundation systems that derive their support from the encountered boulder layer, should be underlain by a minimum 6-inch-thick leveling coarse comprised of 1 inch minus crushed rock. The thickness of this layer may be greater in areas of depressions, or where the foundation elements extend into the softer overlying soils.

Large boulders may be encountered in excavations. Contractor shall use appropriate equipment and methods to accomplish work.

Subexcavations should extend at least five (5) feet horizontally beyond foundations. Final depths and horizontal limits of subexcavations shall be determined by the geotechnical engineer.

**19-1.05 CUT AND FILL SLOPES**

Fill slopes shall be constructed with onsite excavated material meeting the minimum density requirements noted above and have a gradient no steeper than 2:1 (H:V). Fill slopes greater than 15 feet in height shall be reviewed by a geotechnical engineer. Fill heights greater than 15 feet shall require intermediate benches which shall be a minimum width of six (6) feet and sloped to surface drainage.

Permanent cut slopes in soil shall not exceed a 2:1 (H: V) gradient. Permanent cut slopes in rock shall not exceed a 1.5:1 (H: V) gradient. All cut slopes shall not exceed a 15 foot vertical height unless reviewed by the geotechnical engineer. Cut slope heights greater than 15 feet shall require benches which shall be a minimum width of six (6) feet and sloped to surface drainage.

The above slope gradients are based on the strength characteristics of the materials under conditions of normal moisture content that would result from rainfall falling directly on the slope, and do not take into account the additional activating forces applied by seepage from spring areas or subsurface groundwater. Therefore, in order to maintain stable slopes at the recommended gradients, it is important that any seepage forces and accompanying hydrostatic pressure (if encountered) be relieved by adequate drainage. Drainage facilities may include subdrains, gravel blankets, rock fill surface trenches or horizontally drilled drains. Configurations and type of drainage will be determined by geotechnical engineer during the grading operations.

To maintain the stable slopes at the recommended gradients, seepage forces and accompanying hydrostatic pressure is relieved by adequate drainage. Drainage facilities may include subdrains, gravel blankets, rock fill surface trenches, or horizontally drilled drains. Configurations and type of drains shall be determined by the geotechnical engineer.

#### 19-1.06 EARTHWORK EXCAVATION (CUT)

Contractor shall comply with Section 19-2, "Roadway Excavation", Section 19-3 "Structure Excavation" of the Standard Specifications and these Special Provisions.

This item shall consist of excavation required for the grading of the channel, roadway reconstruction, headwall construction, wingwall construction, two (2) 48-inch HDPE pipe culverts, roadway storm drain improvements, and grading associated with Rip-Rap placement. This item shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

#### 19-1.07 EARTHWORK EXCAVATION (CUT) PAYMENT

Payment for Earthwork Excavation (Cut) shall be made as a cubic yard basis and a final pay item at the contract price bid for Bid Item No. 9. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

#### 19-1.08 EARTHWORK PLACEMENT (FILL)

Native or imported soils proposed for use as engineered fill shall meet the following requirements:

- Free from organics, debris, and other deleterious materials,
- Free from "recycled" materials such as asphaltic concrete, concrete, brick, etc.
- Granular in nature, well-graded, and contain sufficient binder to allow utility trenches to stand open, and
- Free of rocks in excess of 2-inches in size.

Imported fill shall have a Plasticity Index between 4 and 12, and a minimum Resistance "R" value of 30 and be non-expansive. Samples of imported fill shall be submitted to the geotechnical engineer not less than ten (10) working days prior to job-site delivery for appropriate testing and approval. Imported trench sand, drain rock, and aggregate materials shall also be submitted for testing and approval. Untested imported materials shall not be allowed on the project site.

Native soils may be used as engineered fill but will require screening. Oversized materials, greater than 2-inches, must be removed to meet project specifications.

Earthwork activities performed during or soon after the “rainy” season, or where they are performed near groundwater, the on-site soils and other materials may be too wet to be used as engineered fill. These materials shall require the moisture content be reduced to the levels required in these specifications to obtain adequate compaction as engineered fill. If on-site materials are too dry, water may need to be added.

**All Fill onsite must be keyed and benched into the natural hillside in accordance with the geotechnical engineer recommendation and Detail 6 on Sheet D-01 shown on the plans.**

#### 19-1.09 EARTHWORK PLACEMENT (FILL) PAYMENT

Payment for Earthwork Placement (Fill) shall be made as cubic yard basis and a final pay item at the contract price bid for Bid Item No. 10. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

#### 19-1.10 BACKFILL DESCRIPTION

Contractor shall comply with Section 19-3, “Structure Excavation and Backfill”, 19-5, “Compaction”, 19-6, “Embankment Construction”, 19-9, “Shoulder Backing” of the Standard Specifications and these Special Provisions.

#### 19-1.11 BACKFILL PAYMENT

Payment for Backfill shall be made as a lump sum basis and a final pay item at the contract bid price for Bid Item No.11. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required including grading, shaping, disposing of the excess material, subgrade preparation for channel structures, restoring adjacent ground to original or proposed conditions per the Plans, Special Provisions and Standard Specifications.

#### 19-1.12 12-INCH THICK COMPACTED SHOULDER BACKING

Contractor shall comply with Section 19-9, “Shoulder Backing” of the Standard Specifications and these Special Provisions.

#### 19-1.13 12-INCH THICK COMPACTED SHOULDER BACKING

Payment for 12-inch Thick compacted shoulder backing shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 43. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**19-1.14 STRUCTURE EXCAVATION (CULVERT)**

Payment for Structure Excavation (Culvert) shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 23. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**19-1.15 STRUCTURE BACKFILL (CULVERT)**

Payment for Structure Backfill (Culvert) shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 24. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**19-1.16 CONCRETE ENCASEMENT FOR (2) 48-INCH STORM DRAIN PIPES**

Concrete Encasement for (2) 48-inch HDPE pipes shall be constructed per plan and per Section 19-3.03 F of the Standard Specifications.

Payment for Concrete Encasement shall be made on a cubic yard basis for the actual cubic yards installed at the contract unit price bid for Bid Item No. 22. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**SECTION 21 EROSION CONTROL****21-1.01 EROSION CONTROL-HYDROSEED**

Erosion Control (Hydroseed) shall conform to the provisions in section 21 Erosion Control and specifically section 21-2.03D Hydromulch and Hydroseed. Erosion Control (Hydroseed) work includes removing and disposing of weeds and applying erosion control materials including seed, fiber, commercial fertilizer, organic fertilizer, straw, and tackifier to erosion control (hydroseed) areas as shown on the plans. Erosion Control (Hydroseed) shall be applied on all cut and fill slopes within the project boundary.

Payment for Hydroseed shall be made on a square foot basis for the actual square foot installed at the contract unit price bid for Bid Item No. 52. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**SECTION 26 – AGGREGATE BASES****26-1.01 8-INCH THICK (CLASS II) AGGREGATE BASE MATERIAL DESCRIPTION:**

Contractor shall comply with Section 26, “Aggregate Bases” of the Standard Specifications and these Special Provisions.

26-1.02 8-INCH THICK (CLASS II) AGGREGATE BASE MATERIAL PAYMENT:

Payment for 8-inch Thick (Class II) Aggregate Base Material shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 42. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

26-1.03 12-INCH THICK (CLASS II) AGGREGATE BASE FOR TEMPORARY ACCESS ROAD

Contractor shall comply with Section 26, "Aggregate Bases" of the Standard Specifications and these Special Provisions.

26-1.04 12-INCH THICK (CLASS II) AGGREGATE BASE FOR TEMPORARY ACCESS ROAD PAYMENT

Payment for 12-inch Thick (Class II) Compacted Aggregate Base Material for Temporary Access Road shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 6. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.



## **DIVISION V SURFACINGS AND PAVEMENTS**

### **SECTION 39 – ASPHALT CONCRETE**

#### **39-1.01 TYPE A HOT MIX ASPHALT:**

Comply with Section 39, “Asphalt Concrete” of the Standard Specifications and these Special Provisions and the Plans.

For this Project:

1. All aggregate base shall meet Standard Specification Section 26 “Aggregate Base” for Class 2 materials and be angular in shape.
2. All Class 2 aggregate base shall be ¾-inch maximum aggregate size meeting the requirements of Section 26-1.02B.
3. Aggregate base shall be compacted to 95% of maximum dry density.
4. Use ¾-inch minimum, Type “A” medium graded asphaltic concrete shown in Section 39-2.02B (4).
5. Asphalt binder used in HMA Type A must be PG 64-10.

#### **39-1.02 INSTALLATION**

Scarify and moisture condition the upper 8-inches of subgrade soil and compact to a minimum of ninety five percent (95%) of its maximum dry density, at moisture content 1 to 3% over the optimum moisture content of the soil.

Provide sufficient gradient to prevent ponding of water.

#### **39-1.03 5-INCH THICK (¾-INCH MIX DESIGN) HOT MIX ASPHALT CONCRETE PAVEMENT PAYMENT:**

Payment for 5-inch Thick (¾-inch Mix Design) Hot Mix Asphalt Concrete Pavement shall be made on a per ton basis at the contract unit price bid for Bid Item No. 41. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required including roadway pavement and 2-inch cold plane grind and overlay, per the Plans, Special Provisions and Standard Specifications.

#### **39-1.04 ASPHALT CONCRETE (AC) DIKE, TYPE F DESCRIPTION:**

Comply with Section 39-2.01B (11), “Miscellaneous Areas and Dikes” of the Standard Specifications and these Special Provisions and the Plans.

Asphaltic concrete binder shall be PG64-10.

#### **39-1.05 ASPHALT CONCRETE (AC) DIKE, TYPE F PAYMENT:**

Payment for Asphalt Concrete (AC) Dike, Type f shall be made on a linear feet basis at the contract unit price bid for Bid Item No. 40. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 51 – CONCRETE STRUCTURES**

### **51-1.01 GENERAL**

Contractor shall comply with Section 51, “Concrete Structures” of the Standard Specifications and these Special Provisions and the Plans.

### **51-1.02 STRUCTURAL CONCRETE WARPED WINGALL PAYMENT**

Payment for Structural Concrete Warped Wingall shall be made on a cubic yard basis at the contract unit price bid for Bid Item 26. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

### **51-1.03 STRUCTURAL CONCRETE HEADWALL PAYMENT:**

Payment for Structural Concrete Headwall shall be made on a cubic yard basis at the contract unit price bid for Bid Item 27. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

### **51-1.04 STRUCTURAL CONCRETE APRON PAYMENT:**

Payment for Concrete Apron shall be made on a cubic yard basis at the contract unit price bid for Bid Item 28. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

### **51-1.05 STRUCURAL CUTOFF WALLS PAYMENT:**

Payment for Cutoff Walls (Concrete) shall be made on a cubic yard basis for the actual cubic yards installed at the contract unit price bid for Bid Item 29. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 52 – REINFORCEMENT**

Contractor shall comply with Section 52 “Reinforcement” of the Standard Specifications and these Special Provisions and the Plans.

### **52-1.01 BAR REINFORCING STEEL WARPED WINGWALL PAYMENT**

Payment for Bar Reinforcing Steel Warped Wingwall shall be made on a pound (lbs) basis and as a final pay item at the contract bid price for Bid Item 25. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

### **52-1.02 BAR REINFORCING STEEL CUTOFF WALL PAYMENT:**

Payment for Concrete Cutoff Wall (Reinforcement Steel) shall be made on a pound (lbs) basis and as a final pay item at the contract bid price for Bid Item 30. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **DIVISION VII DRAINAGE FACILITIES**

### **SECTION 64 – PLASTIC PIPE**

#### **64-1.01 GENERAL**

Contractor shall comply with Section 19 “Earthwork” and Section 64 “Plastic Pipe” of the Standard Specifications and these Special Provisions and the Plans.

#### **64-1.02 MATERIAL**

Use the following high density polyethylene (HDPE) pipe:

Manufacturer: Advanced Drainage System, Inc.

Product: N-12 Dual Wall-HDPE Pipe

#### **64-1.03 PAYMENT**

Payment for Polyethylene Pipe (HDPE) shall be made on a linear foot basis for the actual linear foot installed at the contract unit price per Bid Item 12 “18-inch Pipe”, Bid Item 13 “24-inch Pipe Risers”, and Bid Item 14 “48-inch Pipe”. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 68– SUBSURFACE DRAINS**

#### **68-1.01 GENERAL**

Contractor shall comply with Section 68 “Subsurface Drains,” Section 19 “Earthwork,” and Section 64 “Plastic Pipe” of the Standard Specifications and these Special Provisions and the Plans.

#### **68-1.02 PERFORATED PLASTIC PIPE DESCRIPTION**

Comply with section 68-2.02D “Perforated Plastic Pipe” of the Standard Specifications and these Special Provisions and the Plans.

Perforated plastic pipe shall be PVC and shall be class SDR 35 or better.

Location, depth, and length of the perforated plastic pipe will be determined in the field by the engineer.

#### **68-1.03 PERFORATED PLASTIC PIPE PAYMENT**

Payment for Perforated Plastic Pipe shall be made on a linear feet basis at the contract unit price bid for Bid Item No. 15. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

#### **68-1.04 PLASTIC OUTLET PIPE DESCRIPTION**

Comply with section 68-2.02E “Underdrain Outlets and Risers” of the Standard Specifications and these Special Provisions and the Plans.

Plastic outlet pipe shall be PVC and shall not be slotted and shall be of class SDR 35 or better.

Location, depth, and length of the plastic outlet pipe will be determined in the field by the engineer.

#### 68-1.05 PLASTIC OUTLET PIPE PAYMENT

Payment for Plastic Outlet Pipe shall be made on a linear feet basis at the contract unit price bid for Bid Item No. 16. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

#### 68-1.06 CLASS 2 PERMEABLE MATERIAL DESCRIPTION

Contractor shall comply with Section 68-2.02F, “Permeable Material” of the Standard Specifications and these Special Provisions.

Location and depth of permeable material will be determined in the field by the engineer.

Class 2 Permeable Material shall be placed around perforated pipe and outlet pipe as noted in the plans. When placed, Class 2 Permeable Membrane shall be clean and free draining.

#### 68-1.07 CLASS 2 PERMEABLE MATERIAL PAYMENT

Payment for Class 2 Permeable Material shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 35. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

#### 68-1.08 SUBDRAIN CLEANOUT DESCRIPTION

Contractor shall comply with Section 68-4, “Edgedrains” of the Standard Specifications and these Special Provisions.

Location and depth of Subdrain cleanouts will be determined in the field by the engineer..

#### 68-1.09 SUBDRAIN CLEANOUT PAYMENT

Payment for Subdrain Cleanouts shall be made on an each (ea) basis at the contract unit price bid for Bid Item 17. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including fittings and plugs, per the Plans, Special Provisions, and Standard Specifications.

## **SECTION 70– MISCELLANEOUS DRAINAGE FACILITIES**

### **70-1.01 PRECAST DRAINAGE STRUCTURES**

The loading requirement for the precast drainage structures shall meet AASHTO HL-93. The precast vault manufacturer shall provide signed and sealed structural calculations for each precast unit provided to this Project.

The precast units shall meet the requirements for Caltrans Drainage Inlet structure, Type GO.

### **70-1.02 DRAINAGE INLET, TYPE GO (DEPTH OF 6') PAYMENT**

Payment for Drainage Inlet Type GO (Depth of 6') shall be made on an each (ea) basis at the contract unit price bid for Bid Item 19. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including grates and covers, per the Plans, Special Provisions, and Standard Specifications.

**70-1.03 ATRIUM GRATES PAYMENT**  
Payment for Atrium Grates shall be made on an each (ea) basis at the contract unit price bid for Bid Item 20. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including grates and covers, per the Plans, Special Provisions, and Standard Specifications.

### **70-1.04 HDPE FLARED END SECTION**

Payment for HDPE Flared End Section shall be made on an each (ea) basis at the contract unit price bid for Bid Item 21. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including grates and covers, per the Plans, Special Provisions, and Standard Specifications.

## **DIVISION VIII MISCELLANEOUS CONSTRUCTION**

### **SECTION 72 – SLOPE PROTECTION**

#### **72-1.01 RIPRAP DESCRIPTION:**

This item shall consist of No. 1 Backing, 1/2 Ton Riprap, 2 Ton Riprap, and 2 Ton Grouted Riprap. Construction shall be performed in accordance Section 72 “Slope Protection” with the Standard Specifications, the plans, and these Special Provisions.

#### **72-1.02 RIPRAP CONSTRUCTION MATERIALS:**

The rock shall conform to the following gradation and Section 72-2 “Rock Slope Protection”

#### **Rock Gradation for Method A Placement**

Rock Size	Percentage larger than <sup>a</sup>				
	Class				
	8T	4T	2T	1T	1/2 T
16 ton	0–5	--	--	--	--
8 ton	50–100	0–5	--	--	--
4 ton	95–100	50–100	0–5	--	--
2 ton	--	95–100	50–100	0–5	--
1 ton	--	--	95–100	50–100	0–5
1/2 ton	--	--	--	95–100	50–100
1/4 ton	--	--	--	--	95–100
For any class, the percentage of rock smaller than the smallest rock size must be determined on the basis of weight. For all other rock sizes within a class, the percentage must be determined on the basis of the ratio of the number of individual rocks larger than the smallest size shown for that class compared to the total number of rocks					

#### **Rock Gradation for Method B Placement**

Rock Size	Percentage larger than <sup>a</sup>							
	Class other than Backing					Backing		
	1 T	1/2 T	1/4 T	Light	Facing	No. 1	No. 2	No. 3
2 ton	0–5	--	--	--	--	--	--	--
1 ton	50–100	0–5	--	--	--	--	--	--
1/2 ton	--	50–100	0–5	--	--	--	--	--
1/4 ton	95–100	--	50–100	0–5	--	--	--	--
200 lb	--	95–100	--	50–100	0–5	0–5	--	--
75 lb	--	--	95–100	--	50–100	50–100	0–5	--
25 lb	--	--	--	95–100	90–100	90–100	25–75	0–5
5 lb	--	--	--	--	--	--	90–100	25–75
1 lb	--	--	--	--	--	--	--	90–100
For any class, the percentage of rock smaller than the smallest rock size must be determined on the basis of weight. For all other rock sizes within a class, the percentage must be determined on the basis of the ratio of the number of individual rocks larger than the smallest size shown for that class compared to the total number of rocks								

Contractor shall utilize existing riprap within the Project vicinity for the improvements in this contract that meet the requirements of the Plans and these special provisions. County will direct Contractor to the quantity and quality of the rock being reused. Credit shall be given to the County of Monterey for any applicable material re-utilized for the improvements.

#### 72-1.03 ROCK RIPRAP CONSTRUCTION METHODS:

The rock shall be placed by equipment on surfaces and to the thickness and grades shown on plans. The riprap shall be installed to the full course thickness in one operation and chinking or filling with loose material shall be avoided. The rock shall be delivered and placed in a manner that will insure that the riprap in place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between larger rocks. Placement of rock riprap shall begin at the bottom of the toe trench and proceed up the slope. Placement of the rock riprap shall meet the requirements of the Standard Specifications Section 72-2.03B (Method A). Riprap shall be placed in a manner to prevent damage to existing side drain outlets. Hand placing will be required to the extent necessary to prevent damage to structures. Placement of riprap by dumping will not be allowed.

#### 72-2.04 ROCK RIPRAP CONSTRUCTION METHODS PAYMENT

Quantities of 1/2-Ton Rock Riprap, 2-Ton Rock Riprap, 2-Ton Grouted Riprap, and No.1 Backing RSP shall be measured to the neat lines and limits shown on the Plans. Payment shall be made on a cubic yard basis for the actual cubic yards installed at the contract price bid for Bid Item Nos. 31, 32, 33, and 34 respectively. Such payment shall be considered full compensation for furnishing all labor material (including, but not limited to the above-mentioned classes of rock riprap etc.), tools and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

#### 72-1.05 GABION BASKETS

Contractor shall comply with Section 72 “Slope Protection” of the Standard Specifications and these special provisions.

#### 72-1.06 GABION BASKETS PAYMENT

Payment for Gabion Baskets shall be made on an each (ea) basis for the actual quantity installed at the contract unit price for Bid Item No. 39. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 78-INCIDENTAL CONSTRUCTION**

#### 78-1.01 SHOTCRETE

Contractor shall comply with Section 78 “Incidental Construction” of the Standard Specifications and these special provisions.

Shotcrete shall include integral buff/tan color that matches the adjacent soil color to the satisfaction of the Engineer. Color shotcrete samples shall be presented to the engineer in advance for approval. The shotcrete samples must be cured sufficiently to accurately represent the final post cure color.



#### 78-1.02 SHOTCRETE PAYMENT

Payment for Shotcrete shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price for Bid Item No. 38. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **DIVISION IX TRAFFIC CONTROL DEVICES**

### **SECTION 82 –SIGN AND MARKERS**

#### **82-1.01 GENERAL**

Traffic Signs shall conform to the provisions in Section 82 “Signs and Markers” of the Standard Specifications and these Special Provisions. All traffic signs must follow the latest CA MUTCD guidelines

#### **82-1.02 PAYMENT**

Payment for traffic signs shall be made on an each (ea) basis for the actual quantity installed at the contract unit price for Bid Item No. 46. Such payment shall be considered full compensation for furnishing all labor, material, tools, equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions, and the Standard Specifications.

### **SECTION 84-MARKINGS**

#### **84-1.01 GENERAL**

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, “General” and 84-2, “Traffic Stripes and Pavement Markings”, of the Standard Specifications and these Special Provisions. Painted traffic strips and pavement markings shall conform to Section 84-1, “General”, 84-2.03C(3), “Painted Traffic Stripes and Pavement Markings” and Section 81-3, “Pavement Markers” of the Standard Specifications and these Special Provisions.

#### **84-1.02 PAYMENT**

Payment for the traffic striping and pavement marking shall be made on a linear feet basis for the actual linear footage installed at the contract price per Bid Item No. 44 and Bid Item No. 45. Schedule. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions and Standard Specifications.

## **DIVISION XI MATERIALS**

### **SECTION 96 – GEOSYNTHETICS**

#### **96-1.01 FILTER FABRIC GENERAL:**

This item shall consist of furnishing and installing filter fabric under the Rip Rap and surrounding the perforated subdrain pipes and shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

#### **96-1.02 FILTER FABRIC CONSTRUCTION MATERIALS:**

##### **Filter Fabric**

Filter fabric shall consist of a commercial grade high-tenacity polypropylene yarn, which are woven into a network such that the yarns retain their relative position and shall meet requirements of Type B per Section 96-1.02B of the Standard Specifications. The Contractor shall furnish to the Engineer, for his approval, a minimum of one square yard of the chosen fabric, the manufacturer's name, fabric style number, and product specifications 15 days prior to installation.

##### **Securing Pins**

Pins used to secure the filter fabric in place shall be steel or fiberglass. The pins shall have a minimum penetrating length of 8-inches and a minimum diameter of 1/8-inch (11 gage). Each pin shall be formed as a “U”, “L”, or “T” shape, or contain “ears” to prevent total penetration. Grommets or steel washers with an outside diameter of 1-1/2 inches steel shall be provided for all but “U” shaped securing pins.

#### **96-1.03 FILTER FABRIC INSTALLATION METHODS:**

For the riprap, the filter fabric shall be placed in the manner and at the locations shown on the drawings and required in the geotechnical report. The placement shall meet the requirements per Section 72 of the Standards Specifications. The surface to receive the fabric shall be prepared to a relatively smooth condition free of obstructions, depressions and debris. The cloth shall not be laid in a stretched condition, but shall be laid loosely. Riprap shall not be dropped on the cloth from a height greater than 2-feet. The panels shall be overlapped a minimum of 24-inches for horizontal laps. The fabric shall be placed so that the upstream or higher panel will overlap the downstream or lower panel. No more than three (3) horizontal overlaps shall be permitted. At vertical laps, securing pins shall be inserted through both layers along a line through the approximate midpoint of the overlap. At horizontal laps, securing pins shall be inserted through the bottom layer only. The pins shall be placed at not greater than 12-foot intervals. Securing pins shall be placed along a line approximately 2-inches in from the edge of the outer limits of the completed filter cloth area at intervals not greater than 12-feet unless otherwise shown on the drawings. Additional pins shall be installed as necessary to prevent any slippage of the filter fabric, regardless of location. Each securing pin shall be inserted through the fabric until the washer bears against the fabric and secures it firmly to the foundation. Filter fabric damaged or displaced before or during installation or during placement of overlying layers of riprap shall be replaced or repaired to the satisfaction of the Engineer at the Contractor's expense.

For the subdrain, the filter fabric shall be placed to encase the perforated subdrain pipes in the manner and at the locations shown on the drawings and required in the geotechnical report. The placement shall meet the requirements per Section 68 of the Standards Specifications. Filter fabric

damaged or displaced before or during installation or during construction shall be replaced or repaired to the satisfaction of the Engineer at the Contractor's expense.

96-1.04 FILTER FABRIC PAYMENT:

Payment for the Filter Fabric shall be made on a square yard basis for the actual square yard installed at the contract price bid for Bid Item No. 36. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions and Standard Specifications. No additional payment shall be made for fabric overlaps.

## **APPENDIX I - SAMPLE CONTRACT**

### **SAMPLE CONTRACT**

#### **CONTRACT FOR PUBLIC WORK**

**COUNTY OF MONTEREY**

**STATE OF CALIFORNIA**

**PROJECT NO. 7210**

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and \_\_\_\_\_, hereinafter called the "Contractor," WITNESSETH:

(1) **THE WORK**

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210**

In accordance with this agreement and with all of the following additional Contract documents which are incorporated into and made a part of this agreement:

(a) The Standard Specifications, dated 2015, and the Standard Plans, dated 2015, including issued revision through SEPTEMBER 2, 2016, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210**

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The required Payment and Performance bonds

(f) Federal Wage Rates

- (g) Certificate of Insurance
- (h) Form FHWA-1273
- (i) The accepted bid/proposal including the following:
  - (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code
    - Section 10285.1 Statement
    - Section 10162 Questionnaire
    - Section 10232 Statement
  - (4) Noncollusion Declaration
  - (5) Debarment and Suspension Certification
  - (6) NonLobbying Certification For Federal-Aid Contracts
  - (7) Disclosure of Lobbying Activities
  - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
  - (9) Statement Concerning Employment Of Undocumented Aliens
  - (10) Contractor's Certificate As To Workers' Compensation
  - (11) List of Satisfied Public Agencies
  - (12) Exhibit 15-G Construction Contract DBE Commitment
  - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
  - (14) Exhibit 15-H DBE Information-Good Faith Efforts
  - (15) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

## 2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

## 3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

**RIVER ROAD EMERGENCY PROJECT AT FAIRVIEW  
PROJECT NO. 7210**

State Project No:

Federal Aid Project No: ER-15A7 (001)

BID:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	999990		Mobilization	LS	1		
2	130200		Water Pollution Control Plan	LS	1		
3	170103		Clearing and Grubbing	LS	1		
4	480600		Excavation Safety (Temporary Sheeting, Shoring and	LS	1		
5	120100		Traffic Control System	LS	1		
6	130720		Temporary Access Road (During Construction)	CY	450		
7	100100		Develop Water Connection	LS	1		
8	066999		Survey-Construction Staking	LS	1		
9	190151, 190101	(F)	Excavation - Cut	CY	7608		
10	198010	(F)	Placement -Fill	CY	6860		
11	193017	(F)	Backfill	LS	1		
12	641104		18-inch Pipe (HDPE)	LF	230		
13	708045		24-inch Pipe-Risers (HDPE)	LF	21		
14	641131		48-inch Pipe (HDPE)	LF	536		
15	680285		4-inch Perforated Pipe (PVC)	LF	135		
16	208601		4-inch Pipe (PVC)	LF	115		
17			4-inch Subdrain Clean-Out	EA	4		
18	710128		Remove Existing 60" Storm Drain	LF	72		

## BID CONTINUED;

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
19	707106		Drainage Inlet, Type GO (Depth of 6')	EA	2		
20	750050		Atrium Grates	EA	2		
21	705309		HDPE Flared End Section	EA	1		
22	710368		Concrete Encasement Slurry Cement – 3 Sack	CY	705		
23	192025	(F)	Structure Excavation (Culvert)	CY	103		
24	193004	(F)	Structure Backfill (Culvert)	CY	72		
25	520104A	(F)	Bar Reinforcing Steel (Warped Wingwall)	LBS	6685		
26	510058A	(F)	Structural Concrete (Warped Wingwall)	CY	16		
27	510092	(F)	Structural Concrete (Headwall)	CY	24		
28	721431	(F)	Structural Concrete (Concrete Apron)	CY	29		
29	510050	(F)	Cut-off Walls (Structural Concrete)	CY	4		
30	520101	(F)	Cut-off Walls (Reinforcement Steel)	LBS	513		
31	723110		1/2-Ton Riprap	CY	1070		
32	723015		2-Ton Riprap	CY	59		
33	723015A		2-Ton Grouted Riprap	CY	75		
34	721026		No. 1 Backing RSP-Class	CY	460		
35	682042		Class 2 Permeable Material	CY	36		
36	729011 729012		Filter Fabric	SY	773		
37			Erosion Control Fabric	SY	1950		
38	530100		Shotcrete	CY	65		
39	722020		Gabion Baskets	EA	14		



## BID CONTINUED:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
40	394077		Asphalt Concrete (AC) Dike, Type F	LF	500		
41	390132		5-inch Thick (3/4-Inch Mix Design) Hot Mix Asphalt Concrete Pavement	TON	472		
42	260203		8-inch Thick (Class II) Aggregate Base Material	CY	373		
43	190185		12-inch Compacted Shoulder Backing	CY	186		
44	840501		Thermoplastic Traffic Stripe-Detail 22 per CA MUTCD	LS	500		
45	840501		Pavement Marking (White)	LF	20		
46	820920		Traffic Signs	EA	5		
47	066237		Tree Removal	EA	2		
48	204030		Tree Planting	EA	30		
49	600053 582001		Removal & Replacement of "Hillside Vineyard" CMU	LS	1		
50	782120		Removal and Replacement of Mailboxes	EA	3		
51	150604 151534		Removal and Replacement of Fence	LF	315		
52	210430		Hydroseeding	SF	44,286		
<b>TOTAL COST</b>							

F – Final Pay Item  
S – Specialty Item  
P – Partial Pay Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

**CONTRACTOR:**

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer\*

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**COUNTY OF MONTEREY:**

**APPROVE AS TO FISCAL TERMS**

By: \_\_\_\_\_  
Name: Randell Ishii  
Director of Public Works, Facilities &  
Title: Parks  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller  
Date: \_\_\_\_\_

**APPROVE AS TO FORM**

**APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE**

By: \_\_\_\_\_  
Name: Mary Grace Perry  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Leslie J. Girard  
Title: County Counsel  
Date: \_\_\_\_\_

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we \_\_\_\_\_, as Principal, and

\_\_\_\_\_ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Name and Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Name and Title \_\_\_\_\_

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

## COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, \_\_\_\_\_  
as Contractor, a Contract for the following project:

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we \_\_\_\_\_, as Principal, and  
\_\_\_\_\_  
\_\_\_\_\_ as Surety, are held and firmly  
bound unto the County of Monterey, a political subdivision of the State of California (hereinafter  
called "County"), in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment of which sum in lawful money of the United  
States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

## THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder,

arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney’s fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal  
  
By \_\_\_\_\_  
  
Name and Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety  
  
By \_\_\_\_\_  
  
Name and Title \_\_\_\_\_

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

## **APPENDIX II – EXHIBITS AND FORMS**

**EXHIBIT 17-O DISADVANTAGE BUSINESS ENTERPRISE (DBE) CERTIFICATION STATUS CHANGE**

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION  
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR	BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT	

*Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions*

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

**TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

**Distribution** Original copy -DLAE

Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer



Form CP-CEM 2403(F) (New 10/99)

# DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to Contractors on federally funded projects that had a changed in Certification status during the course of the completion of the Contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the Contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the Contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and Contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those Contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGE BUSINESS ENTERPRISES (DBE) FIRST-TIER SUBCONTRACTORS**

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION**  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**  
**(DBE), FIRST-TIER**

CEM-2402F (REV 02/2008)

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT		
				NON-DBE	DBE	DATE WORK COMPLETE			
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
ORIGINAL COMMITMENT \$			TOTAL	\$	\$				
<p align="center"><b>DBE</b></p> <p>List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.</p>									
<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>									
CONTRACTOR REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER		DATE	
<b>TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>									
RESIDENT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER		DATE	

Copy Distribution-Caltrans contracts:

**Original** - District Construction**Copy**- Business Enterprise Program**Copy**- Contractor**Copy** Resident Engineer

Copy Distribution-Local Agency contracts:

**Original** - District Local Assistance Engineer  
(submitted with the Report of Expenditure)**Copy**- District Local Assistance Engineer**Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF  
DISADVANTAGED BUSINESS ENTERPRISES  
(DBE), FIRST-TIER SUBCONTRACTORS  
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime Contractor name and business address. The focus of the form is to describe who did what by Contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime Contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed, or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six (6) columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a Contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this Contractor under the appropriate DBE identification column.

If a Contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The Contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

# FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

<b>U.S. DEPARTMENT OF TRANSPORTATION</b> <b>FEDERAL HIGHWAY ADMINISTRATION</b> <b>FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT</b>												<b>OMB NO. 2125-0019</b>  <b>Local Agency Contract No.</b> _____ <b>Report For</b> <b>JULY</b> ____ <b>200</b> __						
1. CHECK APPROPRIATE BLOCK  Contractor Subcontractor		2. NAME AND ADDRESS OF FIRM						3. FEDERAL-AID PROJECT NUMBER				4. TYPE OF CONSTRUCTION						
5. COUNTY AND STATE			6. PERCENT COMPLETE			7. BEGINNING CONSTR. DATE			8. DOLLAR AMOUNT OF CONTRACT			9. ESTIMATED PEAK EMPLOYMENT						
												Month and Year (a)		Number of Employees (b)				
<b>10. EMPLOYMENT DATA</b>																		
<b>Table A</b>										<b>Table B</b>								
JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic Origin		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (Managers)																		
SUPERVISORS																		
FOREMEN/WOMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
<b>TOTAL</b>																		
<b>Table C</b>																		
APPRENTICES																		
ON THE JOB TRAINEES																		
11. PREPARED BY: (Signature and Title of Contractor's Representative)																DATE		
12. REVIEWED BY: (Signature and Title of Local Agency Official)																DATE		
Distribution: Prepared by the Contractor and subcontractors and sent to the local agency (1) Original - Local agency project files (2) Copy - Caltrans District Local Assistance Engineer																		

Form FHWA-1391 (Rev. 3-92 **Electronic**)

PREVIOUS EDITION ARE OBSOLETE

## LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR COMPLETING FHWA 1391 FORM

The FHWA-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid Contract. The "Job Categories" column is used to identify work classification. When identifying work classification use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

### **WHO MUST REPORT:**

Each prime Contractor and subcontractor, regardless of tier, who has a Federal-aid Contract exceeding \$10,000.

### **REPORT DATA:**

Each Contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write "Not Applicable" across the form, sign, date and return.

### **DUE DATE:**

Due on or before the 15<sup>th</sup> of August.

### **DEFINITION OF TERMS:**

OFFICIALS (Managers):	Officers, project engineers, superintendents, etc., who have management level responsibility and authority.
SUPERVISORS:	All levels of project supervision, if any, between management and foremen levels.
FOREMEN/WOMEN:	Men and women in direct charge of crafts workers and laborers performing work on the project.
MECHANICS:	Equipment service and maintenance personnel.
LABORERS, SEMI-SKILLED:	All laborers classified by specialized type of work.
LABORERS, UNSKILLED:	All Non-classified laborers.
OTHERS:	Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

**BLOCK ENTRIES**

- (1) CHECK APPROPRIATE BLOCK – Check only one (1) box.
- (2) NAME AND ADDRESS OF FIRM – Enter the firm’s name, street address, city, town, state and zip code. Do not abbreviate.
- (3) FEDERAL-AID PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the Contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime Contractor).
- (4) TYPE OF CONSTRUCTION – Enter type of work associated with the Contract number. (If you are a subcontractor and do not know the type of construction, contact the prime Contractor).
- (5) COUNTY AND STATE – Enter all county(ies) and state(s) associated with the Contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime Contractor).
- (6) PERCENT COMPLETE – Enter percentage completed, based on the dollar amount of the Contract completed.
- (7) BEGINNING CONSTR. DATE – Enter date construction began.
- (8) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of Contract, including amended amounts.
- (9) ESTIMATED PEAK EMPLOYMENT –
  - (a) Month and Year – Enter month and year of peak employment during the life cycle of the Contract.
  - (b) Number of Employees – Enter number of employees, based on the peak employment during the life of the Contract.
- (10) EMPLOYMENT DATA –
  - (Table A) – Enter number of employee(s) based on race, gender and job category during the reporting period.
  - (Table B) – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.
  - (Table C) – Enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.
- (11) PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
- (12) REVIEWED BY – Signature and Title of Local Agency Official reviewing data.

***Note: Include Contract number in the block located at the top of the form.***

Distribution: Prepared by the Contractor and subcontractors and sent to the local agency. (1) Original – Local agency project files (2) Copy – Caltrans Local Assistance District Engineer.

FORM FHWA-1022

# NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

“Whoever, being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm or corporation, knowingly makes any false statement, false representation or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever, knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

Shall be fined under this title or imprisoned not more than five years, or both.”

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

State Transportation Agency	U.S. Department of Transportation  Hotline for Fraud, Waste, & Abuse <b>1-800-424-9071</b>	Federal Highway Administration Division Administrator
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FHWA Form-1022 (Revised May2015)

**EXHIBIT A – FEMA FEDERAL PROVISIONS****1.1. No Obligation by Federal Government – All Contracts**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity,

**1.2. Acknowledgement of FEMA Funding – All Contracts**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**1.3. Program Fraud and False or Fraudulent Statements or Related Acts – All Contracts**

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

**1.4. DHS Seal, Logo and Flags – All Contracts**

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**1.5. EPA – Compliant Purchasing – All Contracts**

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

**1.6. Equal Employment Opportunity Clause – All “federally assisted construction contracts” as defined in 41 CFR 60-1.3**

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,



sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of

future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **1.7. Compliance with Copeland “Anti-Kickback” Act – Prime construction in excess of \$2,000**

(1) CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12."

### **1.8. Davis-Bacon Act Clause – Construction in excess of \$2,000. (N/A to Public Assistance and HMGP contracts)**

The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.

### **1.9. Work Hours Clause - \$100,000, Contracts that involve the employment of mechanics or laborers**

(1) *Overtime requirements.* No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of [laborers](#) or mechanics shall require or permit any such [laborer](#) or mechanic in any workweek in which he or she is [employed](#) on such work to work in excess of forty hours in such workweek unless such [laborer](#) or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in [paragraph \(b\) \(1\)](#) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid [wages](#). In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under [contract](#) for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual [laborer](#) or mechanic, including watchmen and guards, [employed](#) in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime [wages](#) required by the clause set forth in [paragraph \(b\)\(1\)](#) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the [Federal agency](#) or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such [contract](#) or any other Federal [contract](#) with the same prime CONTRACTOR, or any other federally-assisted [contract](#) subject to the [Contract](#) Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid [wages](#) and liquidated damages as provided in the clause set forth in [paragraph \(b\)\(2\)](#) of this section.

(4) *Subcontracts.* The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.

#### **1.10. Clean Air Clause – All Contracts over \$150,000**

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **1.11. Suspension & Disbarment – Contracts and sub-contracts over \$25,000**

##### **Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include

**1.12. Anti-lobbying Clause – Contracts over \$100,000, Filed with County by CONTRACTOR**

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. (Attachment B) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**EXHIBIT B – ANTI-LOBBYING CLAUSE CERTIFICATION FOR SOLICITATION –  
CONTRACTS OVER \$100,000, FILED WITH COUNTY BY CONTRACTOR**

**1.1. Anti-Lobbying Clause Certification for Solicitation:**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the **undersigned shall complete and submit Standard Form-LLL**, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR’s Authorized Official

\_\_\_\_\_  
Name and Title of CONTRACTOR’s Authorized Official

**Standard Form LLL:** <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>

**MONTEREY COUNTY**

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**PUBLIC WORKS, FACILITIES AND PARKS**

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**BOOK TWO**

**BID FORM**

**RIVER ROAD EMERGENCY REPAIR  
AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**



**MONTEREY COUNTY BOARD OF SUPERVISORS  
GOVERNMENT CENTER, 168 W. ALISAL STREET, 1<sup>ST</sup> FLR,  
CONFERENCE ROOM 1032  
SALINAS, CALIFORNIA 93901-2437**

**BOOK TWO**

**BID FORM**

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210  
State Project No:  
Federal Aid Project No: ER-15A7 (001)**

**NAME OF BIDDER** \_\_\_\_\_  
**BUSINESS P.O. BOX** \_\_\_\_\_  
**CITY, STATE, ZIP** \_\_\_\_\_  
**BUSINESS STREET ADDRESS** \_\_\_\_\_  
*(Please include even if P.O. Box used)*  
**CITY, STATE, ZIP** \_\_\_\_\_  
**TELEPHONE NO:**      **AREA CODE (      )** \_\_\_\_\_  
**FAX NO:**              **AREA CODE (      )** \_\_\_\_\_  
**CONTRACTOR LICENSE NO.** \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel  
DocuSigned by: 10/8/2021 | 4:02 AM PDT  
*Mary Grace Perry*  
A1938125-727443  
Mary Grace Perry  
Deputy County Counsel

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210



BOOK TWO

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**BID FORM**

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210**

**State Project No:**  
**Federal Aid Project No: ER-15A7 (001)**

TO: MONTEREY COUNTY BOARD OF SUPERVISORS  
Government Center, County Administration Building  
Attention: Office of the Clerk of the Board of Supervisors  
County of Monterey  
168 W. Alisal Street, 1<sup>st</sup> Floor, Room 1032  
Salinas, California 93901-2683  
MAILING ADDRESS: P O BOX 1728, SALINAS, CALIFORNIA 93902-1728

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other Contract documents, hereby proposes and agrees to perform within the time hereinafter set forth the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the following project: RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD, all in strict conformity with the specifications and other Contract documents, including all addenda for the sum hereinafter stated:

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD**  
**PROJECT NO. 7210**  
**State Project No:**  
**Federal Aid Project No: ER-15A7 (001)**

**BID:**

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	999990		Mobilization	LS	1		
2	130200		Water Pollution Control Plan	LS	1		
3	170103		Clearing and Grubbing	LS	1		
4	480600		Excavation Safety (Temporary Sheeting, Shoring and Bracing)	LS	1		
5	120100		Traffic Control System	LS	1		
6	130720		Temporary Access Road (During Construction)	CY	450		
7	100100		Develop Water Connection	LS	1		
8	066999		Survey-Construction Staking	LS	1		
9	190151, 190101	(F)	Excavation - Cut	CY	7608		
10	198010	(F)	Placement -Fill	CY	6860		
11	193017	(F)	Backfill	LS	1		
12	641104		18-inch Pipe (HDPE)	LF	230		
13	708045		24-inch Pipe-Risers (HDPE)	LF	21		
14	641131		48-inch Pipe (HDPE)	LF	536		
15	680285		4-inch Perforated Pipe (PVC)	LF	135		
16	208601		4-inch Pipe (PVC)	LF	115		
17			4-inch Subdrain Clean-Out	EA	4		
18	710128		Remove Existing 60" Storm Drain	LF	72		

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

**BID Continued:**

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
19	707106		Drainage Inlet, Type GO (Depth of 6')	EA	2		
20	750050		Atrium Grates	EA	2		
21	705309		HDPE Flared End Section	EA	1		
22	710368		Concrete Encasement Slurry Cement – 3 Sack	CY	705		
23	192025	(F)	Structure Excavation (Culvert)	CY	103		
24	193004	(F)	Structure Backfill (Culvert)	CY	72		
25	520104A	(F)	Bar Reinforcing Steel (Warped Wingwall)	LBS	6685		
26	510058A	(F)	Structural Concrete (Warped Wingwall)	CY	16		
27	510092	(F)	Structural Concrete (Headwall)	CY	24		
28	721431	(F)	Structural Concrete (Concrete Apron)	CY	29		
29	510050	(F)	Cut-off Walls (Structural Concrete)	CY	4		
30	520101	(F)	Cut-off Walls (Reinforcement Steel)	LBS	513		
31	723110		1/2-Ton Riprap	CY	1070		
32	723015		2-Ton Riprap	CY	59		
33	723015A		2-Ton Grouted Riprap	CY	75		
34	721026		No. 1 Backing RSP-Class	CY	460		
35	682042		Class 2 Permeable Material	CY	36		
36	729011 729012		Filter Fabric	SY	773		
37			Erosion Control Fabric	SY	1950		
38	530100		Shotcrete	CY	65		
39	722020		Gabion Baskets	EA	14		

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

**BID Continued:**

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
40	394077		Asphalt Concrete (AC) Dike, Type F	LF	500		
41	390132		5-inch Thick (3/4-Inch Mix Design) Hot Mix Asphalt Concrete Pavement	TON	472		
42	260203		8-inch Thick (Class II) Aggregate Base Material	CY	373		
43	190185		12-inch Compacted Shoulder Backing	CY	186		
44	840501		Thermoplastic Traffic Stripe-Detail 22 per CA MUTCD Chapter 3	LS	500		
45	840501		Pavement Marking (White)	LF	20		
46	820920		Traffic Signs	EA	5		
47	066237		Tree Removal	EA	2		
48	204030		Tree Planting	EA	30		
49	600053 582001		Removal & Replacement of "Hillside Vineyard" CMU Wall and Sign	LS	1		
50	782120		Removal and Replacement of Mailboxes	EA	3		
51	150604 151534		Removal and Replacement of Fence	LF	315		
52	210430		Hydroseeding	SF	44,286		
<b>TOTAL COST</b>							

F – Final Pay Item  
S – Specialty Item  
P – Partial Pay Item

2. Bids are required for the entire work. The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the County of Monterey does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

The basis of award to the lowest responsive, responsible bidder will be the lowest TOTAL BID.

The bid submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

In case of discrepancy between the unit price and the item total price set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the unit price.
  - (2) As to unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
3. The undersigned has checked all of the above figures carefully and understands that the County of Monterey (also referred to herein as "Owner") will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

The foregoing provisions for the resolution of specific irregularities cannot be so

comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.
6. Attached hereto are the following:
  - (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code
    - Section 10285.1 Statement
    - Section 10162 Questionnaire
    - Section 10232 Statement
  - (4) Noncollusion Declaration
  - (5) Debarment and Suspension Certification
  - (6) NonLobbying Certification For Federal-Aid Contracts
  - (7) Disclosure of Lobbying Activities
  - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
  - (9) Statement Concerning Employment of Undocumented Aliens
  - (10) Contractor's Certificate as to Workers' Compensation
  - (11) List of Satisfied Public Agencies
  - (12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
  - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
  - (14) Exhibit 15-H DBE Information-Good Faith Efforts
  - (15) Bidder's Bond
7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a Contract in the form set forth in the Contract documents on which this bid is based, (b) a payment bond for public works and facilities, as required by the Contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the Contract documents.

In the event the bidder to whom the Letter of Intent to Award Contract is given fails or refuses to Contract as required, including to post the required bonds, provide the

insurance certificates, and return the executed copies of the agreement form within ten (10) business days from the date of receiving the Letter of Intent to Award Contract, the County may, at its option, determine that the bidder has abandoned the Contract, reject the bid, and declare the bidder's security forfeited as damages and same shall become the property of the County of Monterey.

8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

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9. The names of all persons interested in the foregoing proposal as principals are as follows:

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(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a limited liability corporation (LLC), state the legal name of the LLC, and the names of the LLC managers, if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a Contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: \_\_\_\_\_  
 License number: \_\_\_\_\_  
 Expiration date: \_\_\_\_\_

11. ADDENDA - This Bid is submitted with respect to the changes to the Contract included in addenda number(s) \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_\_. If the Bidder submits this bid without all issued addenda, the agency finds your bid nonresponsive.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda. By signing this Bid on the signature portion thereof, the Bidder acknowledges receipt of all addenda.)

12. This bid is Submitted pursuant to Section 7103.5(b) of the Public Contract Code which states,



(a) As used in this section:

(1) “Public works contract” means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) “Awarding body” means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

By submitting this bid to the County, the bidder offers and agrees that if the bid is accepted, and a contract is awarded, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials by the bidder/contractor/subcontractor pursuant to the public works contract or subcontract. Such assignment shall be made and become effective at the time the awarding body tenders final payment to the bidder/contractor, without further acknowledgment by the parties.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, the Equal Employment Opportunity Certification; the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification; the Statement Concerning Employment of Undocumented Aliens; and the Contractor’s Certification as to Workers’ Compensation are true and correct.

Dated:\_\_\_\_\_

Bidder's Business Name  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the names, titles and signatures of two (2) officers pursuant to California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the names and signatures of two (2) managers pursuant to Corporations Code Section 17703.01; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his/her name and signature shall be placed above.)

## **LIST OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total bid or \$10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime Contractor shall list only one subcontractor for each such portion as is defined by the prime Contractor in this bid.

If a prime Contractor fails to specify a subcontractor or if a prime Contractor specifies more than one subcontractor for the same portion of the work to be performed under the Contract in excess of one-half of one percent of the prime Contractor's total bid, he/she/it shall be deemed to have agreed that he/she/it is fully qualified to perform that portion himself/herself/itself, and that he/she/it shall perform that portion himself/herself/itself.

No prime Contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which his/her/its original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

☐ Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

\_\_\_\_\_  
Bidder's business name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I**

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register [here](#). [The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.](#)

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Federal Project Number: \_\_\_\_\_

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name: _____							<input type="checkbox"/> <\$1 million
City, State: _____							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name: _____							<input type="checkbox"/> <\$1 million
City, State: _____							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name: _____							<input type="checkbox"/> <\$1 million
City, State: _____							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name: _____							<input type="checkbox"/> <\$1 million
City, State: _____							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name: _____							<input type="checkbox"/> <\$1 million
City, State: _____							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

## **BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms. If this form is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4<sup>th</sup> business day after bid opening. Photocopy this form for additional firms.**

**Federal Project Number:** \_\_\_\_\_

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, hereby certifies that he/she has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The proposed subcontractor \_\_\_\_\_, hereby certifies that he/she has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## **PUBLIC CONTRACT CODE**

### **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works and facilities Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

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### **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.



### **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Public Contract Code Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**DEBARMENT AND SUSPENSION CERTIFICATION**

Title 2, Code of Federal Regulations, Part 180

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- does not have a proposed debarment pending; and,
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only: _____ Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 09-12-9

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and Contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the Contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

**STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS**

(Public Contract Code Section 6101)

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works & facilities or purchase Contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works and facilities or purchase Contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented aliens..

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Providing false information may result in criminal prosecution or administrative sanctions.

**CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION**

(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Labor Code Section 3700 provides, in relevant part:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in rescission of any contract awarded to bidder, criminal prosecution and/or administrative sanctions.



**LIST OF SATISFIED PUBLIC AGENCIES**  
(Two minimum)

Agency Name	Project Name	Contact Person	Award Date	Phone No.

**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_

3. Project Description: \_\_\_\_\_

4. Project Location: \_\_\_\_\_

5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐ 7. Bid Amount: \_\_\_\_\_

8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
<b>Local Agency to Complete this Section upon Execution of Award</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.  16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency  
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
3. Include additional copy with award package.

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

**ADA Notice:**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT****CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

**LOCAL AGENCY SECTION**

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** - Enter the contract award amount as stated in the executed contract.
- 26. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**EXHIBIT 15-H PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Federal-aid Project No(s). \_\_\_\_\_ Cost Proposal Due Date \_\_\_\_\_ PE/CE  
Bid Opening Date \_\_\_\_\_ CON

The \_\_\_\_\_ (Agency Name) \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to

demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related

assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**BIDDER'S BOND**

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project:

\_\_\_\_\_ (exact description as on bid); and

WHEREAS, Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the Contract and delivery of the bonds and insurance certificates, in the event that the Contract is awarded to Principal; and

WHEREAS, the Principal has submitted the above- mentioned bid to the County, for which bids are to be opened at \_\_\_\_\_ (city where bid opening), California, on, \_\_\_\_\_ (date bid opening).

NOW, THEREFORE, we \_\_\_\_\_, PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the County in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_\_) which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by said above-named Principal to the County, for the project described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

If the aforesaid Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said Contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_

Principal

By \_\_\_\_\_

Name and Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_

Surety

By \_\_\_\_\_

Name and Title \_\_\_\_\_

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)



Project: Fairview Road Emergency Repair  
Grantors: M. Peterson Jr. and Lynn P. Peterson, trustees of  
The Peterson Revocable Trust  
Parcel No.: 216-021-005

### **AGREEMENT FOR PURCHASE OF REAL PROPERTY**

This Agreement for Purchase of Real Property is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and John M. Peterson Jr. and Lynn P. Peterson, trustees of The Peterson Revocable Trust (GRANTORS).

**The parties hereby agree as follows:**

#### **1. PROPERTY:**

GRANTORS agree to sell and GRANTEE agrees to purchase certain land described in Exhibits "A" and "B" (attached and incorporated by this reference) being a portion of property in Monterey County located at 32447 Fairview Road, Soledad, California, further identified as APN 216-021-005 for use by GRANTEE on the Fairview Road Emergency Repair Project (the Project Property). GRANTORS agree to grant a Permanent Drainage Easement and Temporary Construction Easement (TCE) on the terms and conditions set forth in this Agreement. The form of the Permanent Drainage Easement Deed is as depicted in Exhibits "A" and "B".

#### **2. TITLE VI COMPLIANCE:**

- a. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Section 50.3.
- b. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

#### **3. DELIVERY OF DOCUMENTS:**

Concurrently with the execution of this Agreement, the Permanent Drainage Easement Deed shall be executed and delivered by GRANTORS to William Bohan, Acquisition Agent for Bender Rosenthal, Inc., acting for the GRANTEE for the purpose of placing the Permanent Drainage Easement Deed into escrow. Prior to placing the Permanent Drainage Easement into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Drainage Easement Deed shall not be delivered in the manner described solely for the convenience of the parties.

GRANTEE shall not be deemed to have accepted delivery of the Permanent Drainage Easement Deed until such time as the Permanent Drainage Easement Deed is recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTOR. The Temporary Construction Easement Deed will not be recorded.

This transaction shall be handled through an internal escrow.

**4. PURCHASE PRICE AND TITLE:**

The Property conveyed by Document No. 216-021-005, is being donated to COUNTY by GRANTOR. GRANTOR, having initiated this donation, has been informed of the right to compensation for the Property donated and hereby waive(s) this right to compensation.

GRANTEE shall pay all costs of recording fees incurred in this transaction.

**5. PERMANENT DRAINAGE EASEMENT:**

Permission is hereby granted to the GRANTEE and its authorized agents and contractors to enter on GRANTOR'S land, within the Permanent Drainage Easement area described in the document delivered herewith, for rights of way for the purpose of roadway drainage improvements.

**6. TEMPORARY CONSTRUCTION EASEMENT:**

A Temporary Construction Easement (TCE) is needed for the purpose of: providing access for construction. Said temporary easement shall be for a period of six (6) months from July 1, 2021 to December 31, 2021. Permission is hereby granted to GRANTEE or its authorized agent to enter upon GRANTOR'S land where necessary within that certain area identified as a Temporary Construction Easement (TCE) for the purpose described above.

It is further agreed and understood between GRANTORS and GRANTEE that GRANTEE or GRANTEE'S contractor shall be authorized to enter GRANTOR'S remainder property for the purpose of removing and/or replacing any improvements noted in the appraisal of the property requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction to retain the nature of the property and will be replaced in "Like Kind" by GRANTEE'S contractor at no expense to GRANTORS following construction of the project.

**7. WARRANTY OF STATUS OF TITLE:**

As a covenant that will survive the close of escrow, GRANTORS warrant that GRANTORS are the sole owner of the Property, free and clear of all liens, claims, encumbrances, easements, encroachments by improvements on the Project Property, or rights of way of any sort except those accepted by GRANTEE in writing (see Escrow Instructions controlling this transaction).

**8. EASEMENTS WARRANTY:**

GRANTORS warrant to GRANTEE that the title conveyed to GRANTEE will not be encumbered by any easements, licenses, or other rights not disclosed by the public record.

**9. LEASE WARRANTY:**

GRANTORS warrant that there are no oral or written leases on any portion of the Project Property and GRANTEE further agrees to hold harmless and reimburse GRANTEE for any and all losses or expenses resulting or arising from any lease on the Project Property.

**10. POSSESSION:**

GRANTEE shall have the right of possession and use of the Permanent Drainage Easement areas including the right to remove and dispose of improvements. Such possession shall commence at the time of recording.

**11. IMPROVEMENTS:**

Except as may be otherwise provided herein, the purchase price for the Project Property includes compensation for any and all improvements situated within the Permanent Drainage Easement areas (Project Property) as described in the appraisal of the Project Property.

**12. WARRANTY AGAINST MATERIAL DEFECTS:**

GRANTORS have no knowledge, actual or constructive, of any material defects in the Project Property.

**13. HAZARDOUS WASTE MATERIAL:**

GRANTORS hereby represent and warrant that during the period of GRANTOR'S ownership of the Project Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Project Property. GRANTORS further represent and warrant that GRANTORS have no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Project Property which may have occurred prior to GRANTOR'S taking title to the Project Property.

The acquisition price of the Project Property being acquired in this transaction reflects the fair market value of the Project Property without the presence of contamination. If the Project Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the GRANTEE reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or from the GRANTORS.

GRANTORS shall indemnify, defend with counsel acceptable to GRANTEE and hold harmless GRANTEE and GRANTEE'S officers, representatives, agents, and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of GRANTOR'S breach of any of its representations or warranties set forth in this Section 13, which representations and warranties shall survive close of escrow and recordation of the Permanent Easement Deed.

As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental GRANTEE to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. GRANTOR'S obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Permanent Easement Deed.

**14. SEVERABILITY:**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

**15. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**16. PUBLIC PURPOSE:**

GRANTEE requires the Project Property for a public use, for the Project, and GRANTEE can acquire the Project Property through the exercise of the power of eminent domain. GRANTORS are compelled to sell, and GRANTEE is compelled to acquire the Project Property. Both GRANTORS and GRANTEE recognize the expense, time, effort and risk to both GRANTORS and GRANTEE in resolving a dispute over compensation for the Project Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

**17. AUTHORITY AND EXECUTION:**

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

**18. ENTIRE AGREEMENT:**

This Agreement represents the full and complete understanding of the parties with respect to the Project Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Project Property or the Project are revoked and extinguished by this Agreement.

**19. NOTICES:**

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party.

**To Grantors:**

John and Lynn Peterson  
660 Hansen Way  
Palo Alto, CA 94304

**To Grantee:**

County of Monterey  
Randell Ishii  
PWFP DIRECTOR  
1441 Schilling Place  
Salinas, CA 93901

**20. 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.

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

**AGREEMENTS FOR PURCHASE OF PROJECT PROPERTY ARE CONTINGENT  
UPON THE APPROVAL OF THE COUNTY OF MONTEREY.**

**IN WITNESS WHEREOF, the parties have executed this Agreement the day and year  
written below.**

**GRANTOR:** John M. Peterson Jr. and Lynn P. Peterson, trustees of The Peterson Revocable  
Trust

  
John M. Peterson Jr., Trustee

  
Lynn P. Peterson, Trustee

Date: 6-24-21

Date: 6-24-21

**GRANTEE**


**County of Monterey**

By:   
Randell Ishii  
PWFP DIRECTOR

Date: 9 Jul 21

**APPROVED AS TO FORM:**

**County Counsel**

By:   
Mary Grace Perry  
Deputy County Counsel

Date: 29 July 2021

Peterson  
Agreement for Purchase  
Page 8 of 10

**EXHIBIT "A" LEGAL  
DESCRIPTION**

**EXHIBIT "B"**

DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT  
Plat Map



## EXHIBIT "A"

### LEGAL DESCRIPTION

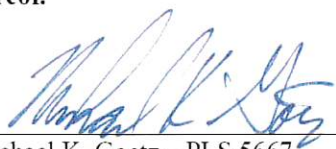
That certain real property situated in Rancho Paraje de Sanchez, County of Monterey, State of California, and being a portion of that certain parcel of land conveyed from JPMorgan Chase Bank, National Association to John M. Peterson, Jr. and Lynn P. Peterson, trustees of The Peterson Revocable Trust, by deed dated July 1, 2010, and recorded July 15, 2010 as Document No. 2010038622 of the Official Records of Monterey County, California, said parcel also being a portion of that certain "48.80 Ac. Net" parcel shown and so designated on that certain map filed for record January 19, 1965 in Volume 7 of Surveys, at Page 61, Records of Monterey County, said portion being more particularly described as follows:

Commencing at the most northerly corner of Parcel 6, as said parcel is shown and so designated on that certain map filed for record October 3, 2007 in Volume 22 of Parcel Maps, at Page 76, Records of Monterey County, said point being on the southwesterly line of River Road, a County Road 60 feet wide; thence from said point and along said road line

- a) S. 48°26'40" E., 353.84 feet; thence
  - b) S. 40°20'10" E., 1004.94 feet; thence leaving said southwesterly road line and running across River Road
  - c) N. 45°42'20" E., 60.14 feet to an angle point in the northeasterly line of River Road; thence along said road line
  - d) S. 48°15'10" E., 60.00 feet to the True Point of Beginning; thence from said True Point of Beginning and leaving said northeasterly road line
- 
- 1) N. 43°05'00" E., 200.00 feet; thence
  - 2) S. 48°15'10" E., 80.00 feet; thence
  - 3) S. 43°05'00" W., 200.00 feet to a point on said northeasterly road line; thence along said road line
  - 4) N. 48°15'10" W., 80.00 feet to the Point of Beginning.

CONTAINING an area of 0.367 acres of land, more or less.

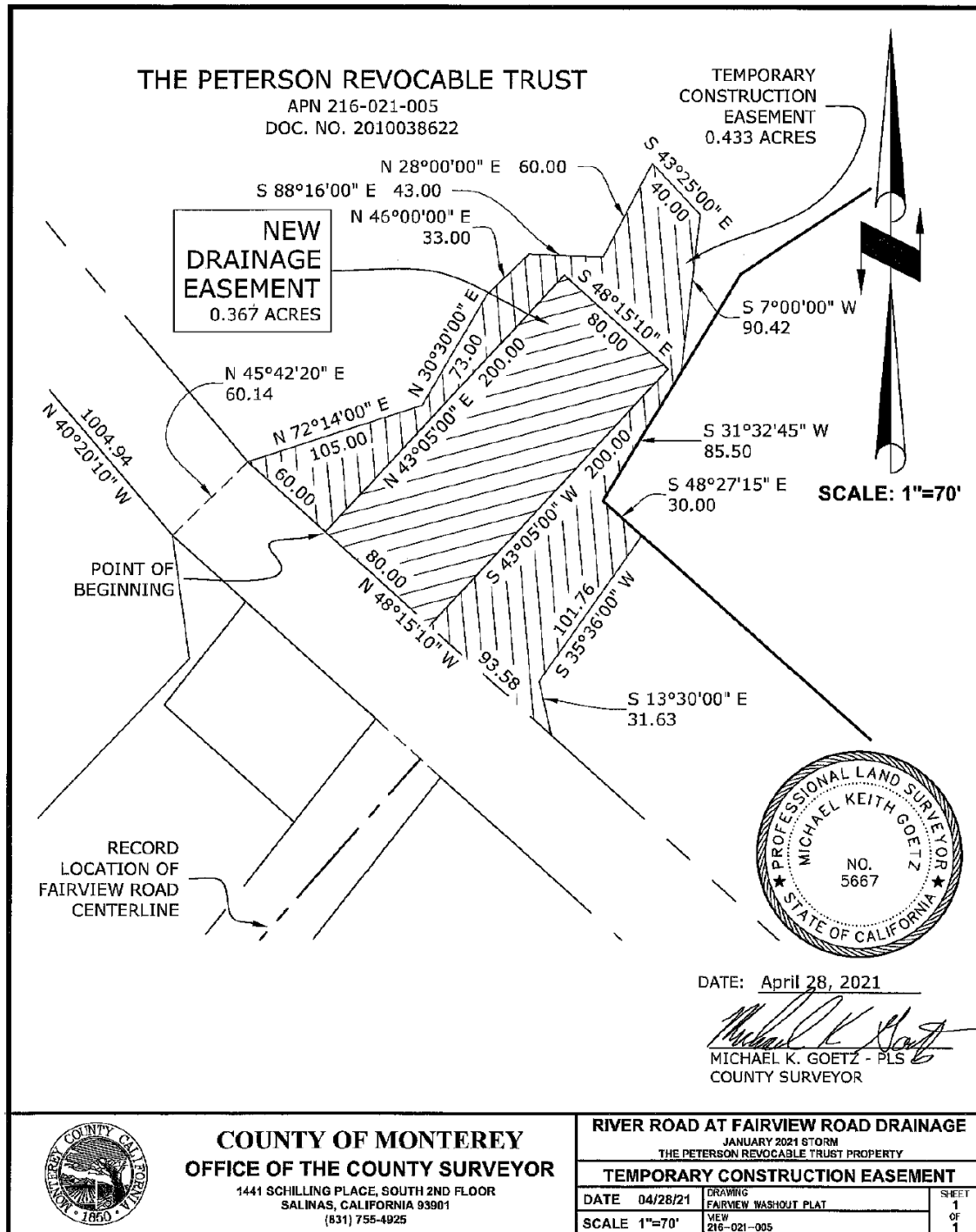
**The above described parcel is shown on the plat attached hereto and made a part hereof.**

  
Michael K. Goetz – PLS 5667  
County Surveyor  
Monterey County, California

April 28, 2021



**EXHIBIT "B"**



Project: Fairview Road Emergency Repair  
Grantors: Edward Silva Jr. and Marie Silva, Trustees  
Edward Silva Jr. and Evelyn Silva  
John Silva and Theresa Silva Amaral  
Parcel No.: 216-0210-13

### **AGREEMENT FOR PURCHASE OF REAL PROPERTY**

This Agreement for Purchase of Real Property is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Edward Silva Jr. and Evelina Marie Silva, Trustees F/B/O Silva Family Living Trust DTD February 9, 1996, Edward Silva AKA as Edward Silva Jr. and Evelyn Silva AKA Evelina Marie Silva, husband and wife; John Silva, a married man as his sole and separate property and Theresa Silva Amaral, a married woman, as her sole and separate property (GRANTORS).

**The parties hereby agree as follows:**

#### **1. PROPERTY:**

GRANTORS agree to sell and GRANTEE agrees to purchase certain land described in Exhibits "A" and "B" (attached and incorporated by this reference) being a portion of property in Monterey County located at 32200 Fairview Road, Soledad, California, further identified as APN 216-023-013 for use by GRANTEE on the Fairview Road Emergency Repair Project (the Project Property). GRANTORS agree to grant a Permanent Drainage Easement and Temporary Construction Easement (TCE) on the terms and conditions set forth in this Agreement. The form of the Permanent Drainage Easement Deed is as depicted in Exhibits "A" and "B".

#### **2. TITLE VI COMPLIANCE:**

- a. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- b. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

#### **3. DELIVERY OF DOCUMENTS:**

Concurrently with the execution of this Agreement, the Permanent Drainage Easement Deed shall be executed and delivered by GRANTORS to William Bohan, Acquisition Agent for Bender Rosenthal, Inc., acting for the GRANTEE for the purpose of placing the Permanent Drainage Easement Deed into escrow. Prior to placing the Permanent Drainage Easement into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Drainage Easement Deed shall not be delivered in the manner described solely for the convenience of the parties.

GRANTEE shall not be deemed to have accepted delivery of the Permanent Drainage Easement Deed until such time as the Permanent Drainage Easement Deed is recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTOR. The Temporary Construction Easement Deed will not be recorded.

This transaction shall be handled through an internal escrow.

**4. PURCHASE PRICE AND TITLE:**

The Property conveyed by Document No. 216-021-013, is being donated to COUNTY by GRANTOR. GRANTOR, having initiated this donation, has been informed of the right to compensation for the Property donated and hereby waive(s) this right to compensation.

GRANTEE shall pay all costs of recording fees incurred in this transaction.

**5. PERMANENT DRAINAGE EASEMENT:**

Permission is hereby granted to the GRANTEE and its authorized agents and contractors to enter on GRANTOR'S land, within the Permanent Drainage Easement area described in the document delivered herewith, for rights of way for the purpose of roadway drainage improvements.

**6. TEMPORARY CONSTRUCTION EASEMENT:**

A Temporary Construction Easement (TCE) is needed for the purpose of: providing access for construction. Said temporary easement shall be for a period of six (6) months from July 1, 2021 to December 31, 2021. Permission is hereby granted to GRANTEE or its authorized agent to enter upon GRANTOR'S land where necessary within that certain area identified as a Temporary Construction Easement (TCE) for the purpose described above.

It is further agreed and understood between GRANTORS and GRANTEE that GRANTEE or GRANTEE'S contractor shall be authorized to enter GRANTOR'S remainder property for the purpose of removing and/or replacing any improvements noted in the appraisal of the property requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction to retain the nature of the property and will be replaced in "Like Kind" by GRANTEE'S contractor at no expense to GRANTORS following construction of the project.

**7. WARRANTY OF STATUS OF TITLE:**

As a covenant that will survive the close of escrow, GRANTORS warrant that GRANTORS are the sole owner of the Property, free and clear of all liens, claims, encumbrances, easements, encroachments by improvements on the Project Property, or rights of way of any sort except those accepted by GRANTEE in writing (see Escrow Instructions controlling this transaction).

**8. EASEMENTS WARRANTY:**

GRANTORS warrant to GRANTEE that the title conveyed to GRANTEE will not be encumbered by any easements, licenses, or other rights not disclosed by the public record.

**9. LEASE WARRANTY:**

GRANTORS warrant that there are no oral or written leases on any portion of the Project Property and GRANTEE further agrees to hold harmless and reimburse GRANTEE for any and all losses or expenses resulting or arising from any lease on the Project Property.

**10. POSSESSION:**

GRANTEE shall have the right of possession and use of the Permanent Drainage Easement areas including the right to remove and dispose of improvements. Such possession shall commence at the time of recording.

**11. IMPROVEMENTS:**

Except as may be otherwise provided herein, the purchase price for the Project Property includes compensation for any and all improvements situated within the Permanent Drainage Easement areas (Project Property) as described in the appraisal of the Project Property.

**12. WARRANTY AGAINST MATERIAL DEFECTS:**

GRANTORS have no knowledge, actual or constructive, of any material defects in the Project Property.

**13. HAZARDOUS WASTE MATERIAL:**

GRANTORS hereby represent and warrant that during the period of GRANTOR'S ownership of the Project Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Project Property. GRANTORS further represent and warrant that GRANTORS have no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Project Property which may have occurred prior to GRANTOR'S taking title to the Project Property.

The acquisition price of the Project Property being acquired in this transaction reflects the fair market value of the Project Property without the presence of contamination. If the Project Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the GRANTEE reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or from the GRANTORS.

GRANTORS shall indemnify, defend with counsel acceptable to GRANTEE and hold harmless GRANTEE and GRANTEE'S officers, representatives, agents, and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of GRANTOR'S breach of any of its representations or warranties set forth in this Section 13, which representations and warranties shall survive close of escrow and recordation of the Permanent Easement Deed.

As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental GRANTEE to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. GRANTOR'S obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Permanent Easement Deed.

**14. SEVERABILITY:**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

**15. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**16. PUBLIC PURPOSE:**

GRANTEE requires the Project Property for a public use, for the Project, and GRANTEE can acquire the Project Property through the exercise of the power of eminent domain. GRANTORS are compelled to sell, and GRANTEE is compelled to acquire the Project Property. Both GRANTORS and GRANTEE recognize the expense, time, effort and risk to both GRANTORS and GRANTEE in resolving a dispute over compensation for the Project Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

**17. AUTHORITY AND EXECUTION:**

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

**18. ENTIRE AGREEMENT:**

This Agreement represents the full and complete understanding of the parties with respect to the Project Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Project Property or the Project are revoked and extinguished by this Agreement.

**19. NOTICES:**

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party.

**To Grantors:**

Edward and Evelina Silva  
P.O. Box 1675  
Gonzales, CA 93926

**To Grantee:**

County of Monterey  
Randell Ishii  
PWFP DIRECTOR  
1441 Schilling Place  
Salinas, CA 93901

**20. 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.

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

**AGREEMENTS FOR PURCHASE OF PROJECT PROPERTY ARE CONTINGENT  
UPON THE APPROVAL OF THE COUNTY OF MONTEREY.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year  
written below.

**GRANTOR: Edward Silva Jr. and Evelina Marie Silva, Trustees F/B/O Silva Family Living  
Trust DTD February 9, 1996, Edward Silva AKA as Edward Silva Jr. and Evelyn Silva AKA  
Evelina Marie Silva, husband and wife; John Silva, a married man as his sole and separate  
property and Theresa Silva Amaral, a married woman, as her sole and separate property**

Silva Family Living Trust DTD February 9, 1996

\_\_\_\_\_  
Edward Silva Jr

\_\_\_\_\_  
Evelina Marie Silva

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Edward Silva AKA as Edward Silva Jr. and Evelyn Silva AKA Evelina Marie Silva, husband and wife

\_\_\_\_\_  
Edward Silva AKA as Edward Silva Jr.

\_\_\_\_\_  
Evelyn Silva AKA Evelina Marie Silva

Date: \_\_\_\_\_

Date: \_\_\_\_\_

~~John Silva, a married man as his sole and separate property~~

~~\_\_\_\_\_  
John Silva~~

~~Date: \_\_\_\_\_~~

Theresa Silva Amaral, a married woman, as her sole and separate property

  
\_\_\_\_\_  
Theresa Silva Amaral

Date: 6/22/21




**GRANTEE**

**County of Monterey  
Public Works, Facilities and Parks**

By:   
Randell Ishii  
PWWP DIRECTOR

Date: 9 Jul 21

**APPROVED AS TO FORM:  
Office of the County Counsel  
Leslie J. Girard**

By:   
Mary Grace Perry  
Deputy County Counsel

Date: 29 July 2021

### EXHIBIT "A" LEGAL DESCRIPTION

That certain real property situated in Rancho Paraje de Sanchez, County of Monterey, State of California, and being a portion of Parcel 6, as said parcel is shown and so designated on that certain map filed for record October 3, 2007 in Volume 22 of Parcel Maps, at Page 76, Records of Monterey County, said portion being more particularly described as follows:

Commencing at the most northerly corner of said Parcel 6, being a point on the southwesterly line of River Road, a County Road 60 feet wide; thence from said point and along said southwesterly road line

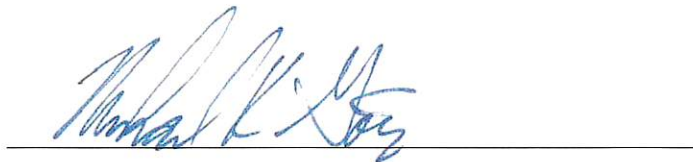
- a) S. 48°26'40" E., 353.84 feet; thence
  - b) S. 40°20'10" E., 1004.94 feet; thence
  - c) S. 48°15'10" E., 56.34 feet to the True Point of Beginning; thence from said True Point of Beginning and continuing along said southwesterly road line
- 1) S. 48°15'10" E., 100.00 feet to the intersection of said southwesterly line of River Road with the northwesterly line of Fairview Road, a County Road 50 feet wide, as constructed and travelled; thence leaving said southwesterly line of River Road and along said northwesterly line of Fairview Road
  - 2) S. 38°25'21" W., 75.00 feet; thence leaving said northwesterly road line
  - 3) 3) N. 48°15'10" W., 100.00 feet; thence
  - 4) N. 38°25'21" E., 75.00 feet to the Point of Beginning.

CONTAINING an area of 0.172 acres of land, more or less.

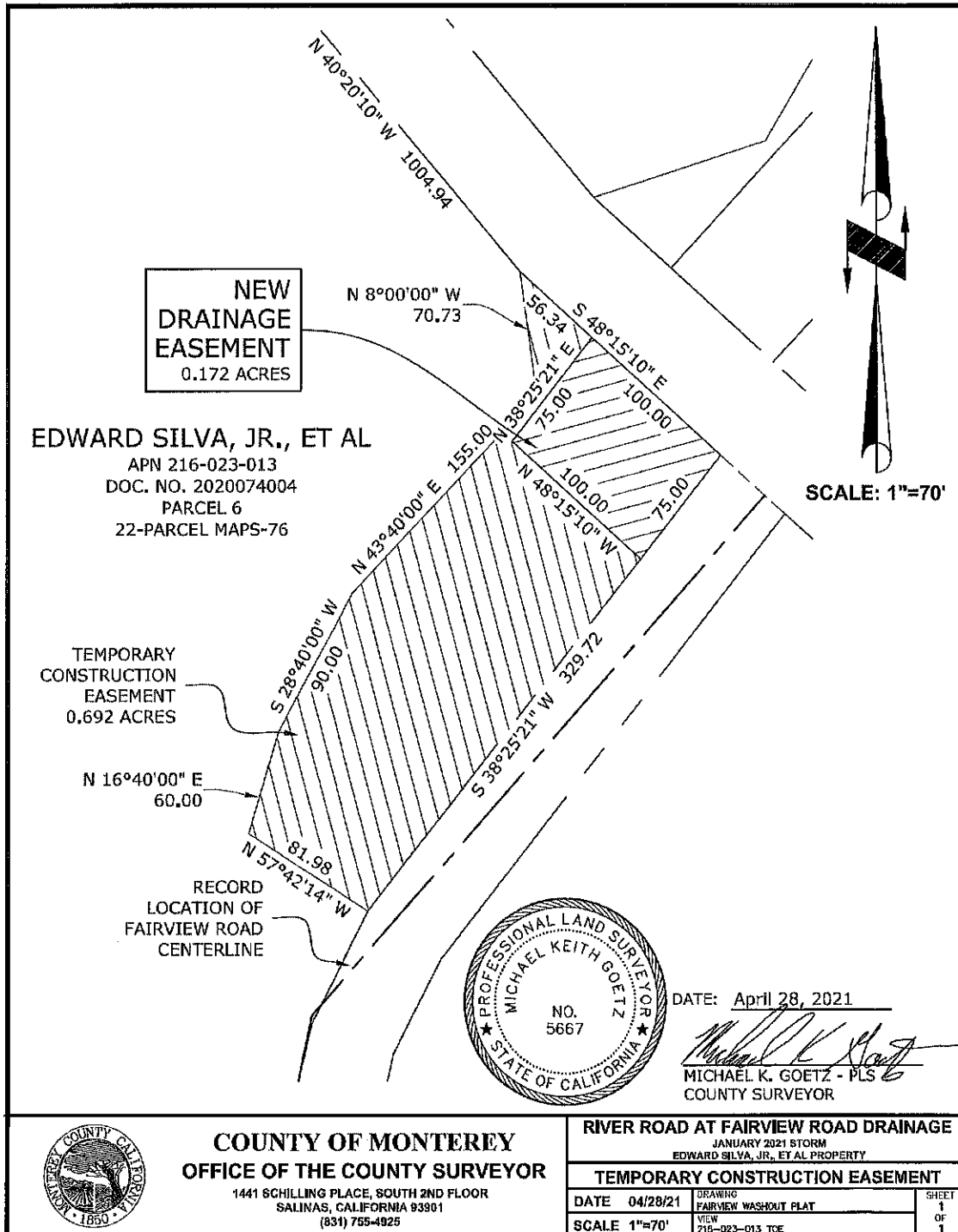
**The above described parcel is shown on the plat attached hereto and made a part hereof.**

Michael K. Goetz – PLS 5667 County  
Surveyor  
Monterey County, California April

28, 2021



**EXHIBIT "B"**  
**DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**  
**Plat Map**





# Monterey County

**Item No.57**

## Board Report

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

**Legistar File Number: A 21-545**

**November 16, 2021**

**Introduced:** 11/8/2021

**Current Status:** RMA Administration -  
Consent

**Version:** 2

**Matter Type:** BoS Agreement

- a. Approve the Funding Agreement with the Transportation Agency for Monterey County for the Blackie Road Extension Project;
- b. Authorize the Director of Public Works, Facilities & Parks to execute the Funding Agreement; and
- c. Add the Blackie Road Extension Project to the PWFP FY 2021/22 Annual Work Program for Road Fund

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve the Funding Agreement with the Transportation Agency for Monterey County for the Blackie Road Extension Project; and
- b. Authorize the Director of Public Works, Facilities & Parks to execute the Funding Agreement; and
- c. Add the Blackie Road Extension Project to the PWFP FY 2021/22 Annual Work Program for Road Fund

### SUMMARY/DISCUSSION:

On November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved the Transportation Safety & Investment Plan Measure X (Transportation Agency of Monterey County [TAMC] Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"). Measure X identifies the State Route 156 project as an eligible use of funds from Measure X revenues. Part of the State Route 156 Corridor includes the extension of Blackie Road to a new interchange at State Route 156 and Castroville Boulevard in the County of Monterey (Blackie Road Extension Project [hereafter, "Project"]). TAMC was awarded funds from Senate Bill 1 Local Partnership Program Formula funds in the amount of \$250,000 to assist in the Project Approval and Environmental Document Phase of the Project. County has proposed the extension of Blackie Road with Measure X funding from TAMC for the Approval and Environmental Document Phase of the Project.

The California Department of Transportation (Caltrans), in cooperation with TAMC and the County of Monterey, will be constructing safety and operational improvements along State Route 156 in north Monterey County. The Project will connect these improvements to the local roadway system by constructing a new road from the interchange at State Route 156 and Castroville Boulevard, to Blackie Road. This Project will connect two (2) other roadway projects that are also planned in the

corridor: (1) the State Route 156/Castroville Boulevard Interchange Improvements; and (2) the State Route 156 West Corridor Improvements. The Project will provide a new connection from the major distribution center in south Castroville to State Route 156, reducing truck traffic and congestion on State Route 183/Merritt Street through the central part of the community of Castroville.

On August 25, 2021, the proposed Funding Agreement (sometimes referred to as “Agreement”) between TAMC and the County of Monterey for the Project was presented to the TAMC Board of Directors. At that meeting, the TAMC Board of Directors approved the proposed Funding Agreement. The funding source for this Phase of the Project is through Senate Bill 1 Local Partnership Program formula funds which TAMC administers through Measure X Regional Funding. TAMC is eligible for the \$250,000 of Senate Bill 1 Local Partnership Program formula funds because of Measure X. The County and TAMC received the allocation of these funds from the California Transportation Commission at their January 2021 meeting. The Local Partnership Program funds require a one-to-one match. The TAMC Board had previously approved using Measure X Regional Development Impact Fees for the Project in the amount of \$250,000. To receive these funds which are administered by TAMC, the County is required to enter into a Funding Agreement with the TAMC (Attachment A). The Project description, anticipated schedule, and funding summary are presented in the exhibits to the proposed of the Agreement.

Costs eligible to be reimbursed pursuant to the proposed Agreement are costs which are directly related to project implementation including project management, environmental documentation, permitting, engineering design, right-of-way acquisition, construction, and construction management costs (including staff time and costs incurred by the County that are directly related to the Project) as set forth in the proposed Agreement.

Staff recommends approval of the proposed Funding Agreement (Attachment A) to establish the framework, roles and responsibilities of the County and TAMC for the implementation of this phase of the Project.

OTHER AGENCY INVOLVEMENT:

The TAMC Board of Directors has approved the proposed Funding Agreement. The Office of the County Counsel has approved the Funding Agreement as to form.

FINANCING:

The Funding Agreement will have no immediate financial impact on the Road Fund. This phase of the proposed Project is funded by funds derived from the local Measure X revenues and Regional Development Impact fees through the proposed Agreement with TAMC, whereby said funds would be accepted from TAMC into Fund 002 Road Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Prepared by: Chad Alinio, PE, Senior Civil Engineer

Reviewed by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

Attachment A - Proposed Funding Agreement

Attachment B - Location Map



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 21-545**

**November 16, 2021**

**Introduced:** 11/8/2021

**Current Status:** Agenda Ready

**Version:** 2

**Matter Type:** BoS Agreement

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- b. Authorize the Director of Public Works, Facilities & Parks to execute the Funding Agreement; and
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The California Department of Transportation (Caltrans), in cooperation with TAMC and the County of Monterey, will be constructing safety and operational improvements along State Route 156 in north Monterey County. The Project will connect these improvements to the local roadway system by constructing a new road from the interchange at State Route 156 and Castroville Boulevard, to Blackie Road. This Project will connect two (2) other roadway projects that are also planned in the corridor: (1) the State Route 156/Castroville Boulevard Interchange Improvements; and (2) the State

Route 156 West Corridor Improvements. The Project will provide a new connection from the major distribution center in south Castroville to State Route 156, reducing truck traffic and congestion on State Route 183/Merritt Street through the central part of the community of Castroville.

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Costs eligible to be reimbursed pursuant to the proposed Agreement are costs which are directly related to project implementation including project management, environmental documentation, permitting, engineering design, right-of-way acquisition, construction, and construction management costs (including staff time and costs incurred by the County that are directly related to the Project) as set forth in the proposed Agreement.

Staff recommends approval of the proposed Funding Agreement (Attachment A) to establish the framework, roles and responsibilities of the County and TAMC for the implementation of this phase of the Project.

#### OTHER AGENCY INVOLVEMENT:

The TAMC Board of Directors has approved the proposed Funding Agreement. The Office of the County Counsel has approved the Funding Agreement as to form.

#### FINANCING:

The Funding Agreement will have no immediate financial impact on the Road Fund. This phase of the proposed Project is funded by funds derived from the local Measure X revenues and Regional Development Impact fees through the proposed Agreement with TAMC, whereby said funds would be accepted from TAMC into Fund 002 Road Fund.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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



*Legistar File Number: A 21-545*

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Prepared by: Chad Alinio, PE, Senior Civil Engineer

Reviewed by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks 

Attachment A - Proposed Funding Agreement

Attachment B - Location Map

**REGIONAL FUNDING AGREEMENT  
FOR THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE OF THE  
BLACKIE ROAD EXTENSION PROJECT**

This Regional Funding Agreement ("Agreement") is made and entered into on \_\_\_\_\_ by and between the County of Monterey ("Sponsor") and the Transportation Agency for Monterey County ("TAMC"), collectively referred to herein as "Parties," or in the singular, as "Party."

**RECITALS**

**WHEREAS**, on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

**WHEREAS**, Measure X identifies the State Route 156 project as an eligible use of funds from Measure X revenues; and

**WHEREAS**, part of the State Route 156 Corridor includes the extension of Blackie Road to a new interchange at State Route 156 and Castroville Boulevard in the County of Monterey; and

**WHEREAS**, Sponsor has proposed a manner of extending Blackie Road (hereinafter the "Project") which is more thoroughly described in Exhibit "A," attached hereto; and

**WHEREAS**, TAMC was awarded funds from Senate Bill 1 Local Partnership Program Formula funds, in the amount of \$250,000, to assist in the Project Approval and Environmental Document phase of the Project; and

**WHEREAS**, Sponsor desires to receive Measure X regional funding from TAMC as match for phase of the Project; and

**WHEREAS**, TAMC is authorized to program funds to the Project in amounts not-to-exceed those shown in the Funding Summary, attached hereto as **Exhibit "D"**; and

**WHEREAS**, the Parties understand and agree that as between TAMC and Sponsor, any cost savings developed in implementing the Project will be retained by TAMC and may be re-programmed for other eligible projects;

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties hereto represent, covenant and agree as follows:

**SECTION I**  
**Covenants of Sponsor**

1.1. Project Definition. The Project Description and Scope of Work for the Project is attached hereto as Exhibit A. The Project Schedule is attached hereto as Exhibit B. The Project's Estimate of Cost, both as a whole and by activity, is attached hereto as Exhibit C. The anticipated amount and type of funds, and fiscal year of funding, are specified in Exhibit D, Funding Summary. Each of these Exhibits A, B, C, and D are incorporated herein by this reference.

1.2. Change In Project Scope. No change in the Project Description or Scope of Work as described in Exhibit A may be approved or implemented until it has been reviewed and approved by the TAMC Board of Directors as an amendment to Exhibit A. Changes implemented without TAMC approval will not be eligible for reimbursement.

1.3. Eligible Costs. Eligible costs to be reimbursed by TAMC pursuant to this Agreement are those costs directly related to the Project's implementation including Project management, environmental documentation, permitting engineering design, right-of-way acquisition, construction and construction management costs (including staff time and costs incurred by the County that are directly related to the Project) as specified in Exhibit C. County overhead costs are not eligible for reimbursement. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs under this Agreement.

1.4. Timing of TAMC Disbursements. TAMC shall issue payments in the form of reimbursements to Sponsor pursuant to a Request for Payment submitted by the Sponsor, as described in Section 1.5. As the Sponsor complies with the procedure set forth in Section 1.5, below, the Sponsor will submit its documentation in a sufficiently timely basis to allow TAMC to review Requests for Payment and to disburse funds directly to Sponsor within a period of fifteen (15) business days. TAMC shall not be responsible for any penalties or charges related to late payments to Sponsor or Sponsor contractors, if TAMC has made a disbursement to the Sponsor within this period, or if TAMC has complied with Section 2.4 ("Suspension of Disbursements) for any invoices/Requests for Payments that are disputed. Sponsor understands that in no event shall payments from TAMC, when aggregated with previously approved reimbursement requests, exceed the amount listed as Total Reimbursable Amount" in Exhibit D.

1.5. Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor will submit to TAMC progress reports and Requests for Payment for activities conducted over the prior unbilled time period. These documents will include the following specified information:

1.5.1. Invoices. Sponsor will provide TAMC with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant performing work related to the Project, timecards reflecting hours invoiced for reimbursement by Sponsor's employees and staff, and invoices supporting direct expenses billed to project by Sponsor.

1.5.2. Progress Reports. The monthly progress reports will include a brief description of the status of the Project, including the work completed to date and public outreach efforts. This summary may be included on the invoices submitted to TAMC or be attached to those invoices.

1.5.3. Allocation of Funds as Between Sponsor and TAMC. Each Request for Payment shall allocate requested funds equally between the Sponsor Contribution and TAMC Reimbursable Funds until such time as all of Sponsor's Contribution has been exhausted. That is, for each \$100 invoiced, \$50 shall be paid by Sponsor's Contribution and \$50 from TAMC funds until such time as all of the funds identified in the Funding Summary as "not reimbursable" (i.e., Sponsor's funds) have been used.

1.5.4. Request for Payments. A Request for Payment for an amount not to exceed the total invoice(s) for the prior time period, shall accompany the invoices and progress reports. Requests for Payment shall consist of a cover letter stating the time period for which reimbursement is requested (no less than monthly), a Progress Report as detailed in section 1.5.2 above, the name of the Project, total amount requested and contact name and telephone number, as well as all invoices and progress reports for which the Sponsor requests reimbursement.

1.6. Use of Funds. Sponsor will expend funds consistent with the Project's Scope of Work described in Exhibit A and Estimate of Cost described in Exhibit C, or approved by TAMC pursuant to Section 1.2. Sponsor shall encumber the funds no later than the Project schedule as listed in Exhibit B.

1.7. Submittal of Documents. Sponsor will provide copies to TAMC of all executed contracts which relate to the Project's Scope of Work, as described in Exhibit A, or approved by TAMC pursuant to Section 1.2. Sponsor will retain records pertaining to the Project for as long as required by law, but not less than a minimum of five (5) years following completion of the Project.

1.8. Completion of Project. Sponsor will be responsible for the timely completion of the Project, including meeting any timely use of funds deadlines, if applicable, set forth in Exhibit B and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the Scope of Work. Any and all costs which exceed the total Project costs eligible for TAMC reimbursement as described herein, shall be the sole responsibility of Sponsor. This provision shall apply in all instances, including situations where a change in scope has been approved by TAMC pursuant to Section 1.2. Responsibility for the timely completion of the Project includes, but is not limited to:

1.8.1 Construction Support. Sponsor is responsible for all construction support work.

1.8.2 Disadvantaged Business Enterprise. Sponsor will include a Disadvantaged Business Enterprise (DBE) utilization goal in the Project construction contract(s) in accordance with the Caltrans Local Assistance Procedures Manual. Sponsor will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.

1.8.3 Construction Bonds. Sponsor will require the construction contractor to furnish payment and performance bonds naming Sponsor as obligee, and TAMC as additional obligee, and to carry liability insurance in accordance with Caltrans Standard Specifications.

1.8.4 Bid Process. Sponsor will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

1.8.5 Bids in Excess of Designated Funding. If the lowest responsible construction contract bid is greater than the funding commitments of TAMC and Sponsor identified in the Funding Summary included with Exhibit B, Parties shall meet and agree in writing on a course of action within fifteen (15) business days. If no agreement is reached within fifteen (15) business days, the Sponsor shall not award the construction contract, and the Parties shall agree to a Mutual Termination pursuant to Section 3.2.1.

1.8.6 Resident Engineer. Sponsor will provide a Resident Engineer and construction support staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

1.8.7 Change Orders. Sponsor will implement changes to the construction contract only through written Change Orders. Through their designated Project Managers, the Parties must review and concur on all Change Orders over \$10,000, as well as all Change Orders that cumulatively amount to \$50,000, or more. Any Change Orders that would cause the estimated Total Project Cost to be exceeded shall require approval of the TAMC Board of Directors.

1.8.8. Notice of Completion. Sponsor will, within 45 calendar days of the Project becoming operable, provide a Notice of Completion to TAMC, which includes final cost, revenues, and schedule of future and completed activities.

1.9. Closure Statement. Within one hundred eighty (180) calendar days following the completion and acceptance of the Project, Sponsor shall furnish TAMC with a document signed by Sponsor that verifies the completion of all obligations included in this Agreement. This letter shall accompany the final invoice/ Request for Payment from the Sponsor.

1.10. Public Outreach. Sponsor will be responsible for the development and administration of a public outreach effort to ensure public awareness and TAMC involvement in the Project development and delivery process. Sponsor will provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public notices, press releases, flyers, etc. to TAMC. The public outreach plan must accompany the first invoice/ Request for Payment from the Sponsor. "Before" and "after" photos of the project must accompany the final invoice for payment from the Sponsor.

1.11. Provision of Signs. Sponsor shall install signs consistent with TAMC's Project Signs Guidelines and Specifications set forth in Exhibit "E" of this Agreement, attached hereto and incorporated herein by this reference.

#### 1.12. Cost Savings and Excess Costs

1.12.1. Cost Savings. As between Sponsor and TAMC, after the Project has been accepted by Sponsor as complete, any positive difference between the costs, as listed in Exhibit C or approved by TAMC pursuant to Section 1.2, and the total amount paid by TAMC and not returned to the State, shall be considered cost savings. All (100%) of the cost savings will be re-credited to TAMC for re-programming by TAMC on other eligible projects.

1.12.2. Excess Costs. In the event the actual Project cost exceeds the estimates shown in Exhibit C or D, this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amounts identified in Exhibit C as reimbursable project costs.

1.13. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the Project.

### **SECTION II**

#### **Covenants of TAMC**

2.1. Funding Commitments. TAMC shall provide funding to Sponsor for eligible Project costs as specified in the Funding Summary included with Exhibit B consistent with the procedures described in Section 1.5.

2.1.1. Deadline to Submit Reimbursement Requests. Requests for Payment shall be submitted to TAMC on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Copies of invoices must be complete and legible, or the Request for Payment will be returned. TAMC shall make payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.2. Late Submittals. If Sponsor fails to submit invoices, documentation or progress reports, as set forth in this agreement, to TAMC in a timely manner, then TAMC may delay the reimbursement payments until the required documentation is provided.

2.1.3. Costs Ineligible for Reimbursement. In addition to any other remedy detailed herein, or otherwise afforded by law, TAMC reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.4. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to 50% of eligible expenditures for each invoice submitted to TAMC until such time as Sponsor's Contribution is exhausted, as specified in Exhibit A and Section 1.5.3, except as provided in 2.2., below.

2.2. Delay or Suspension of Reimbursement Payments. Notwithstanding the reimbursement provisions listed above, if TAMC determines that an invoice includes ineligible costs, lacks adequate supporting documentation, or lacks a progress report, the TAMC Project Manager or Fiscal Officer shall provide the Sponsor with a written dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable. TAMC will delay payment until within 15 days of when the revised invoice or requested documentation is received. If Sponsor disputes the TAMC finding or request, Sponsor may immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth in the Dispute Resolution policies of the Measure X Master Programs Funding Agreement (Article V, Section B).

2.3. Making of Payment Does Not Result In Waiver. TAMC payments pursuant to an approved Request for Payment does not result in a waiver of the right of TAMC to require fulfillment of all terms of this Agreement.

2.4. Right to Conduct Audit. TAMC shall, at TAMC's expense, have the right to conduct an audit of all Sponsors' records pertaining to the Agreement at any time during construction and up to a five (5) year period after completion of the Project. If any irregularities are found as a result of an audit, Sponsor shall reimburse TAMC for the cost of the audit.

### **SECTION III** **Mutual Covenants**

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.15.

3.2. Discharge/Termination. This Agreement shall be subject to discharge as follows:

3.2.1. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Parties. At the time of any such mutual termination, TAMC shall be obligated to provide funding for only such Requests for Payment as may be outstanding and approved at the time of termination.

3.2.2. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.15, this Agreement shall be discharged, and the Parties shall have no further obligation to each other, upon completion of the Project and submission of the Closure Statement, as set forth in Section 1.9.

3.3. Indemnity. It is mutually understood and agreed, relative to the indemnification of TAMC and Sponsor:

3.3.1. Sponsor shall, to the full extent permitted by law, fully defend, indemnify and hold harmless TAMC, its Board and Directors, and any officer, agent, or employee of TAMC, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under or in connection with any work, authority or jurisdiction delegated to Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor

shall fully defend, indemnify and hold TAMC, its Board and Directors, its officers, agency and employees, harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor or funded by Sponsor under this Agreement.

3.3.2. TAMC shall, to the full extent permitted by law, fully defend, indemnify and hold harmless Sponsor, its Board of Supervisors, and any officer, agent, or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, TAMC shall fully defend, indemnify and hold Sponsor, its Board of Supervisors, officers, agents and employees, harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by TAMC under this Agreement or in connection with any work, authority, or jurisdiction delegated to TAMC or funded by TAMC under this Agreement.

3.4. Liability. As TAMC is only providing certain funds, and not the primary or responsible agency for carrying out the Project herein identified, TAMC is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall TAMC be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of TAMC's provision of funds which may be utilized in, but not limited to the acquisition of, the design, implementation, or construction of the Project herein described.

3.5 Contract Administrators. Sponsor's designated principal responsible for administering Sponsor's work under this Agreement shall be Randy Ishii, Director of Public Works, Facilities, and Parks; TAMC's designated administrator of this Agreement shall be Todd Muck, Executive Director. TAMC's Project Manager under this Agreement shall be Doug Bilse.

3.6 Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TAMC  
Todd Muck  
Executive Director  
55B Plaza Circle  
Salinas, California 93901

SPONSOR  
Randy Ishii  
Director of Public Works, Facilities and Parks  
1441 Schilling Place, Second Floor  
Salinas, California, 93901

Either Party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.6. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.



3.7. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.8. Integration. This Agreement, together with the State funding agreement for the Local Partnership Program funds, represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.9. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.10. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and TAMC is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of TAMC and none of TAMC's agents or employees shall be agents or employees of Sponsor.

3.11. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.12. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of TAMC or Sponsor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.13. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.14. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by the Parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

3.15. Survival. The following provisions in this Agreement shall survive discharge:

3.15.1. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.15.2. TAMC. As to TAMC, the following section shall survive discharge: Section 2.3 (right to conduct audit).

3.15.3. Both Parties. As to both Parties, the following section shall survive discharge: Section 3.3. (indemnity) and Section 3.4 (Liability), until the expiration of all relevant statutes of limitations.

3.16. Limitation. All obligations of TAMC under the terms of this Agreement are expressly contingent upon TAMC's continued authorization to administer the reimbursable funds identified in the Funding Summary included with Exhibit A. If for any reason, TAMC's right or ability to collect or expend such funds are terminated or suspended in whole or part so that it materially affects TAMC's ability to fund the Project, TAMC shall promptly notify Sponsor, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this Project or any other project or projects of Sponsor, not already specifically covered by a separate Agreement, shall arise only upon execution of a new Agreement.

3.17. Time. Time is and shall be of the essence of this Agreement and each of its provisions in which performance is a factor.

3.18. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.19. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

3.20. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.21. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.22. No Rights in Third-Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies on any third-party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party to any Party to this Agreement, nor shall any provision of this Agreement give any third-party any right of subrogation or action over or against any Party to this Agreement.

3.23. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF MONTEREY

TRANSPORTATION AGENCY FOR  
MONTEREY COUNTY:

By: \_\_\_\_\_  
Randy Ishii  
Director

By: \_\_\_\_\_  
Todd Muck  
Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

By: \_\_\_\_\_  
Katherine Hansen  
TAMC Counsel

## **EXHIBIT A**

### **PROJECT DESCRIPTION & SCOPE OF WORK**

**Project Name:** Blackie Road Extension

**Project Contact:** Randy Ishii, Director, County of Monterey

**Project Manager:** Enrique M. Saavedra

### **PROJECT DESCRIPTION**

**Project Sponsor:** County of Monterey is the Project Sponsor and lead agency for CEQA purposes. TAMC will support the County of Monterey to coordinate with Caltrans regarding the Project's connection with the State Route 156/Castroville Boulevard Interchange.

**Project Limits:** The project will construct a new road from the interchange at Castroville Boulevard and State Route 156 to the existing segment of Blackie Road in north Monterey County.

#### **Project Phase:**

- ✓ Phase 1 – Preliminary Engineering (includes Environmental and Preliminary Design / Engineering)
- ☐ Phase 2 – Right-of-Way Acquisition
- ☐ Phase 3 – Construction (includes Project Construction & Construction Management)

This Agreement covers the completion of Phase 1 of the Project. Future phases of the Project will be scoped and budgeted following the completion of Phase 1 and may be added via amendments to this Agreement.

#### **Project Purpose:**

This project will connect to two other projects that are also planned in the corridor: the State Route 156 / Castroville Boulevard Interchange Improvements; and the State Route 156 West Corridor Improvements. The Blackie Road Extension will provide a new connection from the major distribution center in south Castroville to State Route 156, reducing truck traffic and congestion on State Route 183/Merritt Street through the town of Castroville.

#### **Transportation Benefit:**

The project provides traffic congestion relief; improves safety for local and regional travelers; and, improves movement of valuable goods to market.

**EXHIBIT B**

**PROJECT SCHEDULE**

**Blackie Road Extension Project Schedule**

<b>Task</b>	<b>Date</b>
Publish Request for Proposal (RFP)	December 2021
Award Consultant contract	April 2022
Prepare 35% Project plans and estimates	July 2022
Draft Environmental technical reports	November 2022
Prepare 60% Project plans and estimate	January 2023
Draft environmental document	February 2023
Adopt CEQA document	May 2023
Finalize Project Report	June 2023

**EXHIBIT C**

**PROJECT COST ESTIMATE**

<b>Phase 1-Project Estimates</b>	<b>Amount</b>
25% PAED	\$150,000
75% PAED	\$200,000
100% PAED	\$150,000

**EXHIBIT D**

**FUNDING SUMMARY**

<b>Project Phase</b>	<b>Fund Source</b>	<b>Fiscal Year</b>	<b>Amount</b>	<b>Agency</b>	<b>Reimbursable Under this Agreement</b>	<b>Funding Secured?</b>
PA&ED	Regional Development Impact Fees	2021/22	\$250,000	TAMC	Yes	Yes
PA&ED	Senate Bill 1 Local Partnership Program	2021/22	\$250,000	TAMC	Yes	Yes
<b>Total Reimbursable Amount:</b>			\$500,000			
County of Monterey's Share:			\$0			
<b>Total Project Cost:</b>			<b>\$500,000</b>			

## EXHIBIT E

### PROJECT SIGNS

The Sponsor shall install project signs per measurements below that include the project title, TAMC logo, and project sponsor logo. If the project is funded with Measure X or Senate Bill 1 funds, the sign shall also include logos for those funding programs.

The signs will be posted for the duration of the project construction.

Construction signs should be 36" by 24".

- Long-term project signs should be mounted on posts.
- Short-term project signs can be mounted on barricades.





ATTACHMENT B – LOCATION MAP

