

Monterey County

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



Meeting Agenda - Final

Tuesday, September 13, 2022

9:00 AM

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

Board of Supervisors

Chair Supervisor Mary L. Adams - District 5

Vice Chair Supervisor Luis A. Alejo - District 1

Supervisor John M. Phillips - District 2

Supervisor Chris Lopez - District 3

Supervisor Wendy Root Askew - District 4

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 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. 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 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. 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

HELPFUL INFORMATION/INFORMACION UTIL

Sign Up For Alerts on items you may be interested in to keep informed and up to date on the Monterey County Board of Supervisors

To create an Alert please Sign Up and follow the User Guide to create alerts for calendars, meeting details, agenda items and item details at the following link:

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If assistance is needed please contact our office at the following email: cob@co.monterey.ca.us

Regístrese para recibir alertas sobre artículos que le pueden interesar para mantenerse informado y actualizado sobre la Junta de Supervisores del Condado de Monterey

Para crear una alerta, regístrese y siga la Guía del usuario para crear alertas para calendarios, detalles de reuniones, elementos de agenda y detalles de elementos en el siguiente enlace:

<https://monterey.legistar.com/Default.aspx>

Si necesita ayuda, comuníquese con nuestra oficina al siguiente correo electrónico: cob@co.monterey.ca.us

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.

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

Closed Session

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) *Estate of Rafael Ramirez Lara, et al. v. County of Monterey, et al.* (U.S. District Court for the Northern District of California Case No. 21CV02409-PJH)
 - (2) *Center for Biological Diversity, et al. v. Bureau of Land Management, et al.* ((U.S. District Court for the Northern District of California Case No. 19CV07155-JSC)
 - (3) *SEIU Local 521 v. County of Monterey, et al.* (State of California Public Employment Relations Board Case No. SF-CE-1961-M)
 - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
 - (1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
Employee Organization(s): All Units
 - (2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
Employee Organization(s): Units R, S and X
 - 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.

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

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

Roll Call

Pledge of Allegiance**Additions and Corrections by Clerk****Ceremonial Resolutions**

2. Adopt a resolution proclaiming the month of September 2022, as “National Suicide Prevention Month 2022.” (Supervisor Adams)

Attachments: [Ceremonial Resolution - Suicide Prevention Month](#)

3. Adopt a resolution recognizing September 15, 2022, through October 15, 2022, as Hispanic Heritage Month in Monterey County. (Supervisor Alejo)

Attachments: [Ceremonial Resolution - Hispanic Heritage Month](#)

4. Adopt a resolution proclaiming September 2022 As Childhood Cancer Awareness Month in Monterey County (Supervisor Adams)

Attachments: [Ceremonial Resolution - Childhood Cancer Awareness Month](#)

5. Adopt a resolution proclaiming the month of September 2022, 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 Adams)

Attachments: [Ceremonial Resolution - National Food Safety Education Month](#)

6. Adopt a resolution recognizing Aera Energy on its twenty-fifth-anniversary celebration. (Supervisor Lopez)

Attachments: [Ceremonial Resolution - Aera Energy](#)

Appointments

7. Appoint Matt Glazer to the Big Sur Byway Organization as a Big Sur Proper Resident Representative with a term ending on May 1, 2024. (Nominated By District 5, Supervisor Adams)

Attachments: [Notification to Clerk of Appt. - Matt Glazer](#)
[BSBO Statement of interest - Matt Glazer](#)
[Resume 8.30.22 - Matt Glazer](#)
[Resume 9.30.21 - Matt Glazer](#)

8. Reappoint Russ Jeffries to the Assessment Appeals Board with a term ending on September 2, 2025.
(Nominated By District 3, Supervisor Phillips)

Attachments: [Notification to Clerk of Appt - Russ Jeffries](#)
 [Resume - Russ Jeffries](#)

Approval of Consent Calendar – (See Supplemental Sheet)

9. See Supplemental Sheet

General Public Comments

10. General Public Comments

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

Scheduled Matters

11. Receive a presentation from the Health Department’s Behavioral Health Bureau staff regarding availability of mobile crisis services throughout the County.

Attachments: [Board Report](#)
 [Mobile Crisis Team Frequency Report](#)
 [Presentation](#)

12. a. Receive a presentation on the Clean Fleet Purchasing Policy for the County of Monterey and provide any direction to staff regarding the policy;
b. Adopt the Clean Fleet Purchasing Policy for all Monterey County vehicles to become effective 1/1/2023; and
c. Provide other direction to staff as necessary

Attachments: [Board Report](#)
 [Draft Clean Fleet Purchasing Policy](#)
 [Advanced Clean Fleets Regulation Summary](#)

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call**Referral Responses**

13. Receive a preliminary response regarding monitoring of Family and Children Programs and Services.

Attachments: [Board Report](#)

14. Receive a status report in response to **Board Referral No. 2021.31** seeking to reorganize and consolidate the Housing Authority of the County of Monterey and its subsidiary, the Housing Development Corporation, under one Executive Director, and have the Monterey County Board of Supervisors serve at its new governing board to oversee its operations and implement needed reforms.

Attachments: [Board Report](#)
 [Attachment A – Board Referral 2021.31](#)
 [Attachment B – TAG ASSOCIATES, INC report dated June 24, 2022 regarding HDC Assessment](#)

Scheduled Matters

15. a. Consider approving and authorizing the County Administrative Officer to execute a Memorandum of Understanding (MOU) with the Monterey County Water Resources Agency for the amount not to exceed \$193,700 per fiscal year, effective October 1, 2022 thru June 30, 2030, for the Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to funding activities of the Pajaro Regional Flood Management Agency; and
- b. Consider adopting a resolution to authorize and direct the Auditor-Controller to transfer up to \$193,700 in FY 2022-23 to the Monterey County Water Resources Agency's Pajaro Levee Fund, Fund 112, Appropriation Unit WRA002 from General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5 vote required).

Attachments: [Board Report](#)
 [MCWRA Cost Share Agreement with PRFMA](#)
 [MOU PRFMA Cost Share Contributions](#)
 [Board Resolution](#)

16. Consider adopting a resolution approving and authorizing forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment (BSA 001-3132) for the Pajaro River Flood Risk Management Project Design Phase.

Attachments: [Board Report](#)
[21-405 BOS Resolution](#)
[Muscle Wall Cost Analysis](#)
[Board Resolution](#)

17. Public Hearing to consider an appeal by The Open Monterey Project from the June 29, 2022 Planning Commission decision approving a Combined Development Permit for the Highway 156 and Castroville Boulevard Interchange Safety Improvement project, including development on slopes exceeding 25%, within 100 feet of environmentally sensitive habitat areas, and the removal of one Coast Live Oak tree.

Project Location: State Route 156 between Castroville Boulevard (postmile R1.40) and the Moro Cojo Slough Bridge (postmile 1.60), North County Land Use Plan, Coastal Zone (Assessor's Parcel Numbers: 133-081-007-000, 133-073-002-000, 133-073-005-000, 133-073-008-000, 133-073-034-000, 133-073-009-000, 133-073-001-000, 133-073-004-000, 133-073-007-000, 133-072-031-000, 133-073-006-000, 133-073-003-000, 133-072-014-000, 133-072-006-000, 133-071-013-000, 133-071-012-000, 133-071-021-000, 133-071-010-000, 133-071-011-000, and 133-071-008-000)

Proposed CEQA action: Consider a CEQA/NEPA Revalidation Form together Final Environmental Impact Report/Environmental Impact Statement (FEIR/EIS) previously certified by the California Department of Transportation for the State Route 156 West Corridor Project on January 31, 2013 (SCH#1999111063).

Attachments: [Board Report](#)

18. 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 1.8% effective July 1, 2022. The salary adjustments will be implemented September 24, 2022.

Attachments: [Board Report](#)
[Judicial Salary Increase Memorandum 07-19-22](#)
[CalHR Exempt Pay Letter 07-19-22](#)

Other Board Matters

County Administrative Officer Comments

19. County Administrative Officer Comments

New Referrals

20. New Referrals

Attachments: [Board Referral Matrix 9-13-22](#)

Board Comments

21. Board Comments

Read Out from Closed Session by County Counsel

Adjournment

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 Monterey County Courier Inc dba Sunrise Express to provide delivery services of various medical items between healthcare facilities for an amount not to exceed \$100,000 with an agreement term September 14, 2022 through September 13, 2027.
- 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%) (\$10,000) of the original cost of the agreement.
- c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance provision within the agreement.

Attachments: [Board Report](#)
 [Monterey County Courier Inc dba Sunrise Express Agreement](#)

23. a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center (NMC) or his designee of an agreement with U.S. Locums, LLC dba RecruitWell for placement of Locum Tenens Contract Providers at NMC for an amount not to exceed \$100,000 with an agreement term of August 26, 2022 through August 25, 2023; and
- b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance, limitations on liability, and limitations on damages provisions within the agreement.

Attachments: [Board Report](#)
 [U.S. Locums, LLC dba RecruitWell Agreement](#)

24. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-15773) with Kirby Bates Associates for interim leadership services, extending the agreement an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full agreement term of January 1, 2022 through December 31, 2023, and adding \$1,000,000 for a revised total agreement amount not to exceed \$1,300,000.

Attachments: [Board Report](#)
 [Kirby Bates Associates Amendment 2](#)
 [Kirby Bates Associates Amendment 1](#)
 [Kirby Bates Associates Agreement](#)

Health Department

25. Authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services (EMS) Director to execute renewal and amendment No. 2 to the Agreement between County of Monterey and Dr. John Beuerle, M.D., M.S., for the provision of Medical Director Services to the Emergency Medical Services Agency, extending the agreement an additional five (5) year period (July

1, 2022 through June 30, 2027) for a revised full agreement term of August 1, 2019 through June 30, 2027, and adding periodic pay increases for a new revised total agreement amount not to exceed \$1,034,746.

Attachments: [Board Report](#)
 [Amendment No. 2](#)
 [Amendment No. 1](#)
 [Agreement](#)

26. Adopt Resolution to:

- a. Amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II (CSAII), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse II (PHN II) positions, resulting in estimated increased cost of \$669,112 for FY 2022-23, financed by Mental Health Services Act (MHSA) Prevention and Early Intervention funds; and
- b. Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003.

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

- 27. a.** Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and Monterey Peninsula Veterinary Emergency and Specialty Care for the term retroactive to July 1, 2022 to July 31, 2024 for the provision of emergency veterinary services to injured or sick domestic animals brought in by Monterey County Animal Services Staff, City of Salinas Animal Services Staff, and/or Good Samaritans in the amount of \$30,000; and
- b.** Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; 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 where the amendments do not significantly change the scope of work and do not exceed 10% (\$3,000) of the original Agreement amount.

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

- 28.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15506 between the County of Monterey and Partners for Peace, retroactive to July 1, 2022 for the provision of Prevention and Early Intervention services for parents, families and youths which adds \$92,000 in FY 2022-23, adds \$212,000 in FY 2023-24 and \$212,000 in FY 2024-25, for a new total Agreement amount not to exceed \$887,998, for the full term of July 1, 2021 through June 30, 2025.

Attachments: [Board Report](#)
 [Amendment No. 2](#)
 [Board Order \(Amd. No. 1\)](#)
 [Amendment No. 1](#)
 [Board Order \(Original\)](#)
 [Agreement](#)

29. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15379 between County of Monterey and Pajaro Valley Prevention and Student Assistance, Inc., retroactive to July 1, 2022 for the provision of culturally relevant outreach and engagement activities to the community members of Las Lomas, Pajaro and Royal Oaks, to increase funding amount by \$50,336 for FY 2022-23, add \$518,640 for FY 2023-24 and extend term by one (1) year, for a new total Agreement amount not to exceed \$1,503,109 for the full term of July 1, 2021 through June 30, 2024.

Attachments: [Board Report](#)
 [Amendment No. 2](#)
 [Board Order \(Amd. No. 1\)](#)
 [Amendment No. 1](#)
 [Board Order \(Original\)](#)
 [Agreement](#)

30. a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 with SkillSurvey Inc., increasing the amount by \$48,376 for a total Agreement not to exceed, \$176,917, for online employment reference assessment software system for a total term from September 18, 2013 through September 17, 2025; and
b. Approve and authorize the Director of Health or the Assistant Director of Health to approve one (1) additional amendment not to exceed ten percent (10%) of the Amended Agreement of \$17,691 and will not significantly alter the scope of the subscription service.

Attachments: [Board Report](#)
 [Amendment. No. 3](#)
 [Amendment. No. 2](#)
 [Board Order_Amd. No. 2](#)
 [Amendment. No. 1](#)
 [Agreement](#)

31. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and Engineered Products, a Pape Company DBA Overhead Door Company of Salinas for the term September 15, 2022 to September 14, 2024 for the provision of repair and maintenance on garage doors at the Animal Service Facility (160 Hitchcock

Rd., Salinas, Ca., 93908) and security rolling gates at the Health Department Administration Building (1270 Natividad Rd., Salinas, CA. 93906) in the amount of \$20,000 for Fiscal Year (FY) 2022-23 and FY 2023-24, for a total Agreement amount not to exceed \$20,000; and

b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; and

c. Approve the Director of Health or the Assistant Director of Health to approve up to three (3) future Amendments that do not exceed ten percent (10%) (\$2,000) of the original Agreement amount and does not significantly alter the scope of services.

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

Criminal Justice

- 32.** Receive and accept the Annual Real Estate Fraud Report for Fiscal Year (“FY”) 2021-22 submitted by the District Attorney’s Office in accordance with California Government Code section 27388, subdivision (d).

Attachments: [Board Report](#)

- 33.** Adopt an ordinance approving a military equipment use policy for the District Attorney’s Office pursuant to Assembly Bill 481.

Attachments: [Board Report](#)
 [Military Equipment Ordinance](#)
 [Military Equipment Policy](#)

General Government

- 34.** Adopt a resolution to:
- a. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign a Service Agreement with Kofile Technologies, Inc. in an amount not exceeding \$308,819 for the term of September 15, 2022, to June 30, 2023, for the preservation and conservation of the County Clerk/Recorder’s books and maps; and
 - b. Authorize the Auditor-Controller to amend the County Clerk/Recorder’s FY 2022-23 Adopted Budget, Fund 027, Appropriation Unit ACR003, to increase appropriations by \$308,819, financed by fund balance (027-2730-3101) (4/5th vote required).

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

35. Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2022-23.

Attachments: [Board Report](#)
 [FY2022-23 Secured Roll Debt Service Tax Rates](#)

36. a. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (WDB) to execute Amendment No. 2 to the WDB's Agreement with the California Employers Association (CEA) for the period of October 1, 2022, through September 30, 2023, for a total agreement amount not to exceed \$64,590; and
b. Authorize the Executive Director of the WDB to execute one (1) renewal to extend the Agreement for one (1) additional year and increase the annual amount of the Agreement (\$19,795) by an amount not to exceed 10% (\$1,980), subject to County Counsel review, on substantially the same items

Attachments: [Board Report](#)
 [2020-21 California Employers Association \(CEA\) Agreement](#)
 [2021-22 Amendment No. 1 to CEA Agreement](#)
 [2022-23 Amendment No. 2 to CEA Agreement](#)

37. a. Approve and authorize the Chief Information Officer to execute retroactively a non-standard Agreement between L3Harris Technologies, Inc., and the County of Monterey, for \$109,000 to provide Security Update Management Services (SUM+) for the County Next Generation Radio System (NGEN) for the term of May 15, 2022, to May 14, 2023; and
b. Approve non-standard agreement terms as recommended by the Chief Information Officer of the Information Technology Department.
c. Authorize the Chief Information Officer or designee to execute up to three (3) future amendments, subject to County Counsel review, to extend services by one (1) year per amendment and to allow for a ten percent (10%) annual increase per year provided the amendments do not significantly change the terms of the Agreement, including non-standard terms approved by the Board.

Attachments: [Board Report](#)
 [L3Harris Agreement](#)
 [SS L3Harris Technologies](#)

38. Adopt a resolution authorizing the District Attorney of the County of Monterey, on behalf of the County, to submit a proposal to the California Department of Emergency Services (CalOES) and to execute on behalf of the County the Grant Award Agreement including any extension or amendments thereof.

Attachments: [Board Report](#)
 [Board Resolution - CalOES](#)

39. a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Monterey-Salinas Transit District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
b. Accept non-standard provisions as recommended by the Chief Information Officer.

Attachments: [Board Report](#)
 [Original Memo of Understanding](#)
 [Amendment No. 1](#)

40. a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Carmel Unified School District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
b. Accept non-standard provisions as recommended by the Chief Information Officer.

Attachments: [Board Report](#)
 [Original Memo of Understanding](#)
 [Amendment No. 1](#)

41. Authorize the Chair to sign a letter to the .Gov Domain Registration requesting the delegation of the domain names of *montereycountyca.gov*, *montereycounty.gov*, *countyofmontereyca.gov*, and *countyofmonterey.gov* to the County of Monterey.

Attachments: [Board Report](#)
 [Domain Authorization Letter](#)

42. a. Authorize the Registrar of Voters to consolidate and provide specified election services to certain districts relating to the November 8, 2022 General Election;
b. Appoint candidates to governing boards of various districts where the number of persons who filed a declaration of candidacy do not exceed the number of offices to be filled at the November 8, 2022, General Election, and;
c. Solicit candidates for appointment of qualified persons to governing board member positions where no person has filed a declaration of candidacy, as set forth in the attached Exhibits.

Attachments: [Board Report](#)
 [Exhibit A - Appointed In-Lieu of Elections 11-08-2022](#)
 [Exhibit B - Open District Seats 11-08-2022](#)

43. Adopt a Resolution approving the amended Conflict of Interest Code of the County Administrative Office.

Attachments: [Board Report](#)
 [A. Resolution](#)
 [B. Conflict of Interest Code 2-22 - Clean Version](#)
 [C. Conflict of Interest Code 2-22 - Redline Version](#)
 [D. Original Conflict of Interest Code \(Adopted February 22, 1977\)](#)

44. Approve and authorize the Chief Information Officer to execute a non-standard agreement with North County Fire Protection District to house radio equipment and a wall mounted cabinet, retroactive for the term of August 1, 2022, through July 31, 2025, at no cost to the County.

Attachments: [Board Report](#)
 [North County Fire Agreement](#)

45. Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: Tuesday, December 7, 2021, Wednesday, December 8, 2021, Tuesday, December 14, 2021, Tuesday, August 23, 2022 and Tuesday, August 30, 2022.

Attachments: [DRAFT BOS Minutes 12-7-2021](#)
 [DRAFT BOS Minutes 12-8-2021](#)
 [DRAFT BOS Minutes 12-14-2021](#)
 [DRAFT BOS Minutes 8-23-2022](#)
 [DRAFT BOS Minutes 8-30-2022](#)

46. a. Authorize the Chief Information Officer to execute a non-standard Agreement with Spinitar for Board Chamber Audio Visual & Broadcast System Upgrade project services, set forth in Request for Proposal (RFP) Number 10776, in the amount of \$2,016.247 for the term of October 3, 2022 through October 3, 2025; and
- b. Authorize the Chief Information Officer the option to execute up to three (3) additional amendments to this Agreement, each extending the term by one year, where the additional costs per year do not exceed ten percent (10%) of the cost of the prior year, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.
- c. Consider adopting a resolution to:
- i. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations in the Information Technology Department (ITD) 1930, Appropriation INF002 by \$2,016,247, where the funding source is PEG Fee Restricted Fund Balance (Fund 001-3042, Sub-BSA 193-P), for funding the Board Chamber Audio Visual and Broadcast System Upgrade (RFP 10776) (4/5ths vote required).

Attachments: [Board Report](#)
 [Agreement](#)
 [Exhibit A](#)
 [Exhibit A-1](#)
 [Exhibit B](#)
 [Exhibit C](#)
 [Exhibit D](#)
 [Exhibit E](#)
 [Exhibit E-1](#)
 [Exhibit F](#)
 [Resolution](#)

47. Adopt an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

Attachments: [Board Report](#)
 [A. Draft ordinance \(redline version\)](#)
 [B. Draft ordinance \(signed clean version\)](#)

48. On Tuesday, October 26, 2021, the Board adopted the Board of Supervisors' meeting schedule for the calendar year 2022. It is being requested the Board approve adding an additional meeting date of Tuesday, December 13, 2022, to the Board of Supervisors 2022 existing meeting schedule.

Attachments: [Adopted 2022 Board Meeting Schedule](#)

Public Works, Facilities and Parks

49. a. Approve and authorize the Monterey County Laguna Seca Representative to execute a Standard Agreement between Monterey Bay Veterans, Inc. and the County of Monterey to provide wheelchair-accessible golf carts for major events at WeatherTech Raceway at Laguna Seca, for a total amount not to exceed \$10,000, with a term retroactive to April 25, 2022, through December 31, 2022; and
b. Approve and authorize the Monterey County Laguna Seca Representative to execute up to three (3) future amendments to the Standard Agreement where the total amendments do not exceed \$10,000 and do not significantly change the scope of work, subject to County Counsel approval.

Attachments: [Board Report](#)
 [Attachment A-Proposed Retroactive Standard Agreement-MBV](#)

50. Adopt a resolution to:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund, between the County and the Community Foundation for Monterey County (CFMC);
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within the County of Monterey COVID-19 Memorial fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds to be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

Attachments: [Board Report](#)
 [Attachment A – Concept B - Transparent Color Wall](#)
 [Attachment B - Project Budget](#)
 [Attachment C - Prior Funding Resolution 22-240](#)
 [Attachment D - Donation and Acceptance Form](#)
 [Attachment E - Proposed Resolution](#)
 [Attachment F - CFMC Capital Campaign Webpage Design](#)
 [Attachment E - Proposed Resolution \(WORD\)](#)

- 51.** Adopt a Resolution to find that County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 to be leased is exempt surplus land under the Surplus Land Act pursuant to Government Code Section 54221(f)(1) (F)(i).

Attachments: [Board Report](#)
 [Attachment A - Location Map](#)
 [Attachment B - Memorandum of Understanding](#)
 [Attachment C - Resolution](#)

- 52.** a. Approve the proposed project list to submit to the California Department of Transportation (Caltrans) as candidate projects for Cycle 11 Highway Safety Improvement Program (HSIP); and
- b. Authorize the Director of Public Works, Facilities & Parks (PWFP), or designee, to act as the agent for the County in processing all documentation to secure these funds; and
- c. Direct PWFP to return to the Board for approval prior to acceptance of any grant award(s).

Attachments: [Board Report](#)
 [Attachment A - HSIP Cycle 11 Proposed Project Maps](#)



Monterey County

Item No.1

Board Report

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

Legistar File Number: CS 22-034

September 13, 2022

Introduced: 9/5/2022

Current Status: Agenda Ready

Version: 1

Matter Type: Closed Session

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) *Estate of Rafael Ramirez Lara, et al. v. County of Monterey, et al.* (U.S. District Court for the Northern District of California Case No. 21CV02409-PJH)

(2) *Center for Biological Diversity, et al. v. Bureau of Land Management, et al.* ((U.S. District Court for the Northern District of California Case No. 19CV07155-JSC)

(3) *SEIU Local 521 v. County of Monterey, et al.* (State of California Public Employment Relations Board Case No. SF-CE-1961-M)

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

(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
Employee Organization(s): All Units

(2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
Employee Organization(s): Units R, S and X

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.



Monterey County

Item No.2

Board Report

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

Legistar File Number: CR 22-115

September 13, 2022

Introduced: 8/23/2022

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming the month of September 2022, as “National Suicide Prevention Month 2022.” (Supervisor Adams)

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

Resolution No.:

Adopt a resolution proclaiming the month of September 2022, as “National Suicide Prevention Month 2022

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

WHEREAS, Monterey County is committed to suicide prevention and is focusing efforts to reduce suicide related deaths which increased in our County by 18% between 2009 and 2019; and

WHEREAS, Monterey County Behavioral Health has established a suicide prevention coalition, MC HOPES, and developed a strategic plan with a long-term vision of zero suicides in Monterey County; and

WHEREAS, attitudes and perceptions about gender, aging, behavioral health challenges, and suicide have a significant impact on individual wellness and the willingness to reach out for support and services that can alleviate distress; and

WHEREAS, it is recognized that people of all ages benefit from common tenets of wellness, such as access to effective health and behavioral health care, social support, and a sense of meaning and purpose; and

WHEREAS, Access to equitable support that is responsive to the diverse cultural and linguistic needs of all of Monterey County’s residents is of paramount importance; and

WHEREAS, knowing the signs of suicide, finding the words to talk with someone that may be thinking of suicide, and reaching out to local resources are actions everyone can take to care for themselves and others; and

WHEREAS, the Monterey County Board of Supervisors desires to enhance public awareness of suicide prevention to create a community where everyone feels comfortable reaching out for the help that they deserve and encourages everyone in our community to find their role in suicide prevention.

NOW THEREFORE BE IT RESOLVED, by the Monterey County Board of Supervisors on behalf of the County and all its residents thereof, proclaims September 2022 as ‘SUICIDE PREVENTION MONTH’ and that the day of September 10th be declared ‘WORLD SUICIDE PREVENTION DAY’.



Monterey County

Item No.3

Board Report

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

Legistar File Number: CR 22-124

September 13, 2022

Introduced: 9/7/2022

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution recognizing September 15, 2022, through October 15, 2022, as Hispanic Heritage Month in Monterey County. (Supervisor Alejo)

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

Resolution No.:

Adopt a resolution recognizing September 15, 2022, through October 15, 2022, as Hispanic Heritage Month in Monterey County.

WHEREAS, In 1968, Congress established the week of September 15 as National Hispanic Heritage Week under President Lyndon B. Johnson; and

WHEREAS, In 1987, Representative Esteban Torres of California submitted a bill to expand Hispanic Heritage Week into Hispanic Heritage Month; and

WHEREAS, In 1988, Congress expanded the observation of Hispanic Heritage Week to a full month under President Ronald Reagan; and

WHEREAS, From September 15 and ending on October 15 the United States celebrates Hispanic Heritage Month. These dates correspond with the independence of several Latin American countries, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Chile and Mexico; and

WHEREAS, Hispanic Heritage Month is celebrated across the nation and Monterey County with ceremonies and activities organized by libraries, corporations, government agencies, museums, community groups, schools, and churches to honor the rich diversity of our Latino American communities; and

WHEREAS, We remind ourselves of the enduring history, culture, and traditions these citizens bring, and the invaluable contributions Latinos have made and continue to make in Monterey County; and

WHEREAS, Latinos foster a deep commitment to family, community, enduring work ethic, and perseverance to succeed; and

WHEREAS, In Monterey County, Latino residents make up 60.4% and largely acknowledge those who are working for a more just and equitable world for everyone and offering hope, determination, courage and overcoming the toughest obstacles; and

WHEREAS, We celebrate and conserve the extensive contributions of our people to the success of local agriculture, education, art, hospitality and government.

NOW, THEREFORE BE IT AND RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all of the residents thereof, proclaim September 15, 2022, through October 15, 2022 as **Hispanic Heritage Month** in Monterey County, which provides our residents with an opportunity to recognize and celebrate the achievements, contributions, cultures, and rich history of Latinos in our county and beyond.

PASSED AND ADOPTED this _____ day of _____, 2022, 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 _____, 2022.

Dated:

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

By _____
Deputy



Monterey County

Item No.4

Board Report

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

Legistar File Number: CR 22-059

September 13, 2022

Introduced: 4/26/2022

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming September 2022 As Childhood Cancer Awareness Month in
Monterey County (Supervisor Adams)

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

Resolution No.

Adopt a resolution proclaiming September 2022

**As Childhood Cancer Awareness Month in
Monterey County**

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 16,000 of our country's young people each and every year. An estimated 400,000 children and adolescents are diagnosed with cancer globally each year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded nearly 30 years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc., Kids Cancer Connection, Inc. and Lions Clubs International are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Lucile Packard Children's Hospital Stanford in Palo Alto, Cottage Children's Medical Center in Santa Barbara, Valley Children's Healthcare and Hospital in Madera, The City of Hope National Medical Center, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor toy distributions, sailing programs, pet-assisted therapy, "Laughternoon" - Laughter is Healing, KCC Supercar Experience, educational programs and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, proclaim September 2022 as **Childhood Cancer Awareness Month in Monterey County**.

PASSED AND ADOPTED on this ___ day of ____ 2022, 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 _____.

Dated:

Valeria 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: CR 22-114

September 13, 2022

Introduced: 8/22/2022

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming the month of September 2022, 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 Adams)

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

Resolution No.:

Proclaim the month of September 2022, 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.)

WHEREAS, “Working Together for Food Safety” is the mission of the Monterey County Health Department, Environmental Health Bureau, and the Monterey County Food Safety Advisory Council; and

WHEREAS, the Monterey County Health Department, Environmental Health Bureau, has worked with the Food Safety Advisory Council to create the Monterey County “Gold Seal” award as a symbol of a food facility’s commitment to attaining substantial compliance with the California Retail Food Code (Cal Code) for safe food handling and preparation; and

WHEREAS, educators across the country recognize and encourage the observance of National Food Safety Education Month and have joined forces to mark this occasion; and

WHEREAS, this food safety campaign strives to build awareness of the restaurant and food service industry’s commitment to serving safe food; to heighten awareness and importance of food safety education; and to encourage additional food safety training for all industry employees; and

WHEREAS, the Centers for Disease Control and Prevention estimates that each year roughly 1 in 6 Americans (or 48 million people) gets sick, 128,000 are hospitalized, and 3,000 die of foodborne diseases; and that, even though most consumers have a fundamental knowledge of food safety, significant gaps in food safety knowledge are prevalent; and that Government research shows these gaps in essential food safety knowledge result in increased risk of foodborne illness; and that food safety education is vital to combat the public health threat these deficiencies in food safety knowledge pose.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby proclaim the month of September 2022, as “National Food Safety Education Month” in Monterey County and calls 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.

PASSED AND ADOPTED on this 13th day of September 2022, 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.6

Board Report

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

Legistar File Number: CR 22-123

September 13, 2022

Introduced: 9/7/2022

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Aera Energy on its twenty-fifth-anniversary celebration. (Supervisor Lopez)

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

Resolution No.:

Adopt a resolution recognizing **Aera Energy** on its twenty-fifth anniversary celebration

WHEREAS, in 1997, Shell and Mobil merged their California exploration and production operations to form **Aera Energy LLC**, a standalone California company; and

WHEREAS, **Aera Energy** is celebrating its twenty-fifth anniversary of this merger; and

WHEREAS, **Aera Energy** is one of the largest onshore oil producers in Monterey County; and

WHEREAS, the San Ardo Oil Field is a prolific field that has produced over 262 million of the estimated one billion barrels of original oil in place; and

WHEREAS, the San Ardo Field currently produces nearly two million barrels of oil annually and has significant oil remaining; and

WHEREAS, **Aera Energy's** operations in the San Ardo Oil Field cover approximately 4,400 acres, located largely in an unincorporated area just to the South of the San Ardo; and

WHEREAS, the San Ardo Oil Field plays an important part in Monterey County's history and economy, as a source of high-wage employment, capital investment and taxes; and

WHEREAS, today **Aera Energy's** operations generate nearly one million in property tax dollars per year, supporting public safety, education and social services to local families and children; and

WHEREAS, **Aera Energy** works diligently to ensure safe and environmentally responsible operations and its safety record is seven times better than the nationwide manufacturing sector, and eleven and fifteen times better than California's state and local governments, respectively; and

WHEREAS, **Aera Energy** and its employees are actively involved in the local community and are active community partners with numerous local non-profit organizations including San Ardo and Greenfield School Districts, City of King City Soccer Park renovation, Monterey Arts Council, King City & Southern Monterey County Chamber of Commerce & Agriculture, Salinas Valley Chamber of Commerce, Monterey Peninsula Chamber of Commerce, Sustainable Ag and Energy (SAGE) – Monterey County.

NOW THEREFORE, BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all its residents thereof, recognize **Aera Energy** on its twenty-fifth anniversary celebration.

PASSED AND ADOPTED on this ____ day of _____ 2022, 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.7

Board Report

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

Legistar File Number: APP 22-181

September 13, 2022

Introduced: 8/22/2022

Current Status: Appointment

Version: 2

Matter Type: Appointment

Appoint Matt Glazer to the Big Sur Byway Organization as a Big Sur Proper Resident Representative with a term ending on May 1, 2024. (Nominated By District 5, Supervisor Adams)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,

do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE]

with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Supervisor Mary L. Adams

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: August 30, 2022

Appointment to the (Name of the Board, Commission or Committee): Big Sur Byway Organization

Nominated by (Supervisor/District and or Association): Supervisor Adams/District 5

Representing (Primary, Alternate, At Large, Community Organization, etc.): Big Sur Proper Resident

Nominated Appointee:

Name: Matt Glazer

Address:

Telephone number(s):

Cell

Home

Business

Email: matt@deetjens.com

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member: Butch Kronland

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

Reason: ☐ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: September 1, 2022

Expiration Date: May 1, 2024

From: [Matt Glazer](#)
To: [Hardgrave, Sarah](#)
Subject: Big Sur Byways Org Follow Up
Date: Friday, August 19, 2022 12:12:43 PM

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Statement of Interest

I have been a resident of Big Sur for 16 years. I would like to contribute to solutions-oriented thinking for solving some of the challenges that face the Big Sur community. I am interested in working with the member agencies and representing the various voices of the Big Sur residents in the implementation of the Coast Highway Management Plan.

I am open to discussing my curiosity and qualifications further.

Contact Info:

Matt Glazer

Copied Reply

Hi Matt,

Somehow a great deal has time has lapsed since this email. We had another applicant for the resident position, and have been exploring the possibility of whether there was an opportunity to shift a couple of seats around to accommodate both.

To help Supervisor Adams determine how to move forward, can you please send me a new email with your contact info and a statement with a bit more explanation about why you are interested in serving on the Big Sur Byway Org?

Let me know if you want to discuss. I'm taking time off in the next few weeks, but can plan to have a phone call with you to talk about this if you have questions.

--

Matt Glazer, Executive Director
Deetjen's Inc.

Please Consider Making a Donation to
Preserve, Rehabilitate, and Revitalize
Deetjen's Big Sur Inn

Profile for Matthew A. “Matt” Glazer

Solid and varied background in hospitality management, non-profit leadership, board management, fundraising, culinary arts, as well as personal growth leadership and career development.

Guest-focused service; effective, personable and, succinct communicator. Committed to fellow workers, well-founded companies, ideas, creations, and publications. Team player, positive attitude, and professional role model. Numerous NRAEF ServSafe Teaching & Proctor Certificates, Court of Master Sommeliers Certified Sommelier, active Member of Monterey County Hospitality Association, active member of Monterey County Convention & Visitor’s Bureau.

I am seeking a position on the Big Sur Byways organization which fulfills my desire to serve others, feeds my energy to create, and allows me to contribute to the greater Big Sur community as well as the world-wide community of visitors to the area.

Matthew A Glazer

45952 Clear Ridge Rd
Big Sur CA, 93920
(831) 917-3929

Relevant Experience

Deetjen's Big Sur Inn	General Manager/Executive Chef/Executive Director	2017-Present
Glazer Hospitality, LLC	Director	2015-Present
Cultura Comida y Bebida	Opening General Manager	2016 1-year contract
Big Sur Roadhouse	Executive Chef/Food & Beverage Director	2013-2015
Big Sur Bakery & Restaurant	General Manager	2010-2013
Esalen Institute	Director of Food Service Operations/Kitchen Manager	2006-2010
Culinary Institute of America	Procurement Intern	2004-2006
Bon Appetit Management Company	Station Cook, Catering Cook, Student Task Force	2000-2004
The Waverly Country Club	Line Cook, Catering Cook, Prep Cook	2002-2004

Education, Certification

Culinary Institute of America	AOS – Culinary Arts with Honors	2004-2006
Lewis & Clark College	Studies in Physics & Foreign Language	2000-2003
Portland State University	Studies in Hospitality & Business Management	2002-2004
Cornell University	Certificate: Diversity and Inclusion	2020-2021
Massachusetts Institute of Technology – Sloan School of Management	Certificate: Inquiry-Driven Leadership	2020-2021
National Restaurant Association Educational Foundation	<ul style="list-style-type: none"> • ServSafe Food Protection Manager • Certified ServSafe Instructor & Proctor (Spanish & English) • ServSafe Alcohol Instructor & Proctor (Spanish & English) • ServSafe Allergens • ServSafe Covid-19 	<ul style="list-style-type: none"> • Exp 11/2023 • Exp 11/2022 • Exp 01/2023 • Exp 01/2023 • 2020
Occupational Safety & Health Administration	OSHA 360 - 30 Hour	<ul style="list-style-type: none"> • 9/1/2020



Monterey County

Item No.8

Board Report

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

Legistar File Number: APP 22-182

September 13, 2022

Introduced: 8/31/2022

Current Status: Appointment

Version: 2

Matter Type: Appointment

Reappoint Russ Jeffries to the Assessment Appeals Board with a term ending on September 2, 2025.
(Nominated By District 3, Supervisor Phillips)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT FILE ID NO.

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,

do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE]

with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS



To: Clerk of the Board's Office

From: Supervisor John M. Phillips

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: September 13, 2022

Appointment to the:

Assessment Appeals Board

Nominated by:

Supervisor John M. Phillips

Representing:

Nominated Appointee:

Name:

Russ Jeffries

Address:

Telephone number(s):

Home

Fax

Email:

Contact preference: ☐ USPS Mail or via ☐ Email ☒ Fax

Reason for Nomination:

☐ New Appointment

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

Reason: ☐ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

Term: Start Date: 9/13/2022

Expiration Date: 9/2/2025

Russell M. Jeffries

Employment:

1991-Present Jeffries Landscaping Salinas, CA Owner/Operator Landscape/Irrigation design and installation

1955-1991 (Retired) AT&T Salinas, CA Senior Communications Technician
Monitored, operated and repaired complex telecommunications systems and equipment

1987-1991 City of Salinas Salinas, CA Mayor Reviewed and established management and operational policies for the City of Salinas

1981-1987 City of Salinas Salinas, CA Councilman Reviewed and established management policies for the City of Salinas

1977-1986 Stage Stop Sandwich Shop Salinas, CA

Alvin Square Liquors
Downtown Liquors

Owner/Manager Managed and operated three small businesses

Education:

1971 Hartnell College Salinas, CA Associate of Arts Degree



Monterey County

Item No.9

Board Report

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

Legistar File Number: OBM 22-119

September 13, 2022

Introduced: 8/31/2022

Current Status: Consent Calendar -
Supplemental Sheet

Version: 1

Matter Type: Other Board Matters

See Supplemental Sheet



Monterey County

Item No.10

Board Report

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

Legistar File Number: OBM 22-120

September 13, 2022

Introduced: 8/31/2022

Current Status: General Public Comments

Version: 1

Matter Type: Other Board Matters

General Public Comments

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



Monterey County

Item No.11

Board Report

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

Legistar File Number: 22-846

September 13, 2022

Introduced: 9/6/2022

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

Receive a presentation from the Health Department's Behavioral Health Bureau staff regarding availability of mobile crisis services throughout the County.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive a presentation from the Health Department's Behavioral Health Bureau staff regarding availability of mobile crisis services throughout the County.

SUMMARY/DISCUSSION:

Behavioral Health (BH) launched the County's first Mobile Crisis Team (MCT) services in November 2015 and the team remains operational to date. MCT services were disrupted in mid-March 2020 due to the COVID-19 pandemic and staff were reassigned to support other critical and essential services within BH. The MCT was reactivated in April 2021.

The MCT is staffed with licensed / licensed eligible clinicians and are based out of the Salinas, South County and Peninsula regions of the County. Program hours of operation are Wednesday through Saturday from 12:30 pm to 10:00 pm and every other Tuesday from 1:30 pm to 10:00 pm.

BH, in partnership with our contracted services provider Seneca Family of Agencies (Seneca), also developed the Mobile Response Team (MRT) for Children and Youth which launched during the pandemic in July 2020. MRT's focus is on children and youth ages 0-21 and their families. MCT and MRT communicate and refer to each other as clinically appropriate.

The MCT provides law enforcement and other treatment providers with specialized assistance in responding to individuals and families in crisis. They collaborate to recognize the signs of psychiatric distress; work to de-escalate a mental health crisis, provide available resources and link people with voluntary outpatient services and/or treatment as appropriate. The team seeks to provide the support to stabilize the situation in the community to avoid unnecessary hospitalizations and divert from emergency resources (hospital/jail) when appropriate while providing the linkage to ongoing care as needed. They facilitate involuntary hospitalization when clinically indicated and act as the liaison with emergency personnel as well as the receiving hospital/providers for continuity of care. They also provide follow-up outreach and engagement services in the community.

The MCT responds to calls for service that come through County Communications Computer-Aided Dispatch (CAD) system at the request of responding law enforcement personnel to assist by providing

behavioral health expertise to situations involving some sort of behavioral health crisis. They conduct risk assessments in the community to determine if WIC 5150 criteria is met and if hospitalization is needed. If it is, then they work with law enforcement to facilitate that. If the criterion for an involuntary hold is not met, then the mobile crisis staff provide brief crisis intervention and safety planning with the individual and/or family in crisis in addition to referrals to appropriate voluntary services in the community. They can link existing system of care clients immediately back to their treatment team or other community resources in some cases. The MCT provides consultation support to law enforcement as well as other service providers throughout our BH System of Care and County contracted providers of mental health and substance use disorder services. They also receive non-urgent referrals for outreach and follow-up from law enforcement. County contracted service provider Sun Street Centers operates a Sobering Center for adults which opened in December 2017. Hours of operation are Thursday starting at 3pm to Monday at 8am. As the Sobering Center only admits individuals referred by law enforcement, this is an example of another resource the MCT may suggest to law enforcement partners when clinically indicated as a diversion from the hospital or jail.

The BH System of Care provides services to all age groups. As a safety net provider, we work to align the services with the needs of the general Medi-Cal population and strive to provide community-based services that equitably engage our community members. The 10-year service trend data shows an overall increase in demand for services and then a leveling off. In Fiscal Year 2021-22 (FY 21-22), our BH System of Care served a total of 13,150 clients for a total service value of \$102,851,037.80. The average service value per client was \$7,821.37 and the average age was 30 years old. In FY 21-22, there were 4,389 new clients admitted to the system of care and 7,440 discharged.

Review of MCT program utilization data from program inception through June 2022 reflects a total of 4,333 calls for service throughout Monterey County. Approximately a third of the calls came from the Salinas/North County Region, a little more than a third from the South County Region, and a little less than a third from the Peninsula Region. Most of the calls (41%) were initiated through the County Communications Computer-Aided Dispatch (CAD) system, followed by Consultations from BH and Other Agencies (29%), then Consultation from Law Enforcement (26%) and the remaining 4% from other sources. Most calls for service were for the adult population (18+), with 15% for Transition Aged Youth (TAY) ages 18-24, and 67% for those age 25 and over. 16% of the total calls for service were regarding an older adult (60+), and 15% were for children and youth ages 0-17. Call disposition data reflects that 78% of the time when MCT is involved the outcome is something other than arrest or involuntary hospitalization. The call is more often resolved with brief crisis intervention services and referrals (36%), and diversion by immediate linkage to outpatient or community resources (10%). Please see **Attachment: Mobile Crisis Team Frequency Report** for additional MCT utilization data points.

The Substance Abuse and Mental Health Services Administration (SAMHSA) National Guidelines for Behavioral Health Crisis Care specifically identify what crisis services are and are not, and state, "Crisis services are for anyone, anywhere and anytime. Crisis services include (1) crisis lines accepting all calls and dispatching support based on the assessed need of the caller, (2) mobile crisis teams dispatched to wherever the need is in the community (not hospital emergency departments) and (3) crisis receiving and stabilization facilities that serve everyone that comes through their doors from all

referral sources. These services are for anyone, anywhere and anytime.”

Based on the SAMHSA definition (above) our current crisis continuum has some service gaps. Specifically, MCT operational hours are not 24/7, Sobering Center operational hours are not 24/7, there is a lack of Crisis Receiving and Stabilization Units for all age groups, and more alternatives to jail and hospitals are needed within Monterey County.

There are some significant challenges as we strive to meet the SAMHSA best practice guidelines. There continues to be a local and statewide workforce shortage. According to a report by CalMHSA on the Behavioral Health Workforce Shortage, the average position vacancy rate in California counties is 20% while Medi-Cal enrollment is up 16% since the pandemic. Despite our ongoing recruitment efforts, it is difficult to fill vacant clinical and specialized positions within BH such as those with crisis services, and it takes longer to fill positions overall. We continue to lose some of our more experienced staff who move on after gaining some experience with BH to pursue other employment opportunities with employers that pay more or to work that is less challenging. Additionally, there are funding challenges as based on the nature of crisis work, BH serves anyone in the community regardless of payor source or ability to pay. MCT finance data shows programmatic costs continue to rise each year while reimbursement for services provided continues to decline and the long-term funding situation is unclear. We have been successful in obtaining some grant funding, but it is not sufficient to sustain / grow our crisis services programs as some grant opportunities are identified as specifically for equipment or infrastructure and cannot be used for salaries and benefits. We are also faced with legislative changes and unfunded mandates that impact our system, most recently CalAIM, 988 Implementation, and Care Court.

BH has continued to adjust and adapt to face these challenges and the increasing demands on our System of Care. Strategic efforts include: (1) Continuing to seek out and apply for grant funding opportunities to support our programs and continued program development. (2) Continuing to nurture existing relationships, and build new ones, with our community partners and stakeholders to work collaboratively with and across disciplines to be responsive to the needs of the community. We have also engaged in some preliminary discussions regarding potential City/County collaborations in this area. (3) There has been some significant restructuring. As of April 1, 2022, the BH Crisis Team is no longer co-located in Natividad Hospital as is not the provider of hospital-based crisis services in the Emergency Department, this function has transitioned to Natividad personnel. This transition enables us to shift our efforts to development of a more community facing and responsive BH Crisis Team that is integrated with BH Mobile Crisis services. Community members, new clients, existing clients, and significant support persons can speak to a BH crisis worker by calling the 24/7 Access to Treatment number at 888-258-6029 and selecting the prompt for the Crisis Team (prompt 5). Hospital providers may also call 888-258-6029 and select “hospital provider” (prompt 6) for discharge coordination for new clients, Short Doyle authorization for inpatient care, and to request collateral information for continuity of care for all BH clients presenting in a hospital emergency department for psychiatric emergency care.

In April 2019, the Monterey County Board of Supervisors passed a Stepping Up resolution joining a national movement to reduce the number of people in the local jail who have mental illnesses and co-occurring substance use disorders. BH contracted with the Council of State Governments (CSG)

Justice Center to work with stakeholders on a large system mapping project co-led by Behavioral Health, Sheriff's Office, and Probation Department. A key CSG recommendation that came out of that effort specifically identified the need for mobile crisis services and the need to expand non-emergency room options for crisis response and stabilization.

There are a few projects underway currently to build out the crisis continuum for specific groups. Seneca is working on developing a Child / Adolescent Crisis Stabilization Unit (CSU) & Crisis Residential Services Facility, and Community Hospital of the Monterey Peninsula (CHOMP) is developing a Crisis Stabilization Unit (CSU) projected to open in Fall 2022. However, these projects are not designed to meet the larger needs of the Adult Specialty Mental Health and Safety Net population. Once these projects are completed, the gap in these services will remain for our Adult Specialty Mental Health and Safety Net population and this disparity is of significant concern. This, in addition to the absence of a Crisis Receiving Center alternative to hospital emergency departments for this population and the lack of 24/7 Mobile Crisis response, does not meet the SAMHSA National Best Practice Guidelines for Crisis Care.

While developing a plan to address these gaps and disparities is critical and should be a part of the long-term plan, there are other strategies that can be considered to maximize the resources we currently have available. First, providing training for our first responder partners in curriculum such as Mental Health First Aid (MHFA) for Public Safety and Fire (8-hour course) and Crisis Intervention Team (CIT) Academy for Law Enforcement (40-hour / one week) can provide important foundational training (MHFA) and more enhanced skills (CIT) for personnel throughout the County so they are better prepared to handle calls involving those with behavioral health issues. Advocate for the MHFA training to be added into law enforcement and fire basic academy curriculum. Second, explore opportunities for City/County collaborations to expand mobile crisis services and consider the viability of strategically adding dedicated co-responder units. Third, employ technology that can extend the reach of office-based crisis trained personnel to support responders in the field throughout the County. Fourth, pilot a model of embedding crisis trained staff at County Communications, and train all County Communications call takers in the new CIT International online curriculum specifically designed for 911 call takers (8-hours). Finally, we can continue to address a key factor contributing to the current workforce shortage issue in the state by advocating for universities to increase the capacity in their schools of social work and other related licensure fields to address the bottleneck at the university level as schools are not turning out students at a rate that keeps up with the demand.

OTHER AGENCY INVOLVEMENT:

BH collaborates with a variety of stakeholders including all County Law Enforcement agencies, Emergency Communications Center (911), County and County contracted providers of behavioral health services, Hospitals, Adult Protective Services, Child Protective Services, and Consumer Advocacy Groups such as the National Alliance on Mental Illness (NAMI) and the Recovery Task Force, and the Family Service Agency of the Central Coast Suicide Prevention Services who will operate the 988 call center for our region.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 2. Enhance community health and safety by emphasizing prevention; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten

essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

FINANCING:

Receiving this report will have no impact on the Health Department Behavioral Health Bureau's Budget nor 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: Melanie Rhodes, Deputy Director, 796-1742

Approved by:

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

Attachments:

PowerPoint Presentation

Mobile Crisis Team Frequency Report



Monterey County

Item No.

Board Report

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

Legistar File Number: 22-846

September 13, 2022

Introduced: 9/6/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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Legistar File Number: 22-846

essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

FINANCING:

Receiving this report will have no impact on the Health Department Behavioral Health Bureau's Budget nor 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:

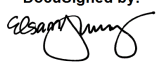
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ 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: Melanie Rhodes, Deputy Director, 796-1742

Approved by:

DocuSigned by:

C7A30BA59CA8423...

Date: 9/7/2022 | 9:46 AM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

PowerPoint Presentation

Mobile Crisis Team Frequency Report



Monterey County Health Department
Behavioral Health Bureau
144 Mobile Crisis Team Frequency Report
Date Range: 11/1/2015 - 6/30/2022

ALL REGIONS

CRISIS TYPE PROGRESS NOTES

Note type	Count
Crisis Team Call	2,523
Crisis Team Consult	4,452
Mobile Crisis	2,564

CONTACT INITIATED COUNTS

	Total	
Consultation from LE	1,129	26%
Consultation from MCBH or Other Agencies	1,254	28%
CAD	1,767	40%
Others	183	4%
Total	4,333	100%

REGION

	Total	
Peninsula/Coastal Region	1,317	30%
South County	1,550	35%
Salinas Valley	1,384	31%
North County	31	0%
Others	51	1%
Total	4,333	100%

PRIORITY LEVEL

	Total	
Level 1	434	10%
Level 2	1,671	38%
Level 3	1,120	25%
Level 4	713	16%
Others	395	9%
Total	4,333	100%

VETERAN STATUS

	Total	
Yes	93	2%
No	3,573	82%
Unable to Report	545	12%
Others	122	2%
Total	4,333	100%

GENDER

	Total	
Male	2,244	51%
Female	1,991	45%
Others	98	2%
Total	4,333	100%

AGE

	Total	
0-5	10	0%
6-12	45	1%
13-17	608	14%

	Total	
18-24	668	15%
25-29	446	10%
30-39	801	18%
40-49	522	12%
50-59	485	11%
60-69	401	9%
70-79	199	4%
80+	148	3%
Total	4,333	100%

STATUS

	Total	
New episode	1,296	29%
No charting (i.e. unable to contact)	837	19%
Open new chart	645	14%
Progress note in existing episode	1,415	32%
Others	140	3%
Total	4,333	100%

CONSERVATORSHIP STATUS

	Total	
LPS Conservatorship	18	0%
Rep Payee, w/o Conservatorship	14	0%
Not on conservatorship	4,301	99%
Total	4,333	100%

HOUSING SITUATION

	Total	
Adult Residential Facility, Social Rehab	43	0%
Board and Care	70	1%
Foster Family Home	4	0%
Group Home	12	0%
Homeless, No Identifiable Residence	499	11%
House or Apt. (includes trailers, etc)	3,345	77%
House or Apt. Req Daily Supervision	11	0%
Residential Treatment Center	4	0%
Supported Housing (adults only)	25	0%
Unknown/Not Reported	320	7%
Total	4,333	100%

LOCATION

	Total	
Board and Care	72	1%
County health clinic	78	1%
Emergency Room	24	0%
Group home	16	0%
Home	2,242	51%
Law Enforcement Station	549	12%
MCBH clinic	94	2%
Private medical clinic	6	0%
Public Place	423	9%
School	130	3%
Other, specify	518	11%
Others	181	4%
Total	4,333	100%

SUBSTANCE USE

	Total	
Yes	823	18%
No	1,202	27%

	Total	
Others	2,308	53%
Total	4,333	100%

DISPOSITION/OUTCOME

	Total	
5150	853	19%
Arrest	69	1%
Brief Crisis Intervention with Significant Support Person (SSP) for example a family member and referrals provided	525	12%
Brief Crisis Intervention with subject and referrals provided	1,049	24%
Consultation with LE only	716	16%
Diversion by immediate linkage to outpatient/community resources	465	10%
Gone on arrival, no contact made	425	9%
Others	231	5%
Total	4,333	100%

5150/5585 CRITERIA

	Total	
Danger to Self	406	9%
Danger to Others	93	2%
Gravely Disabled	203	4%
Danger to Self and Gravely Disabled	63	1%
Danger to Others and Gravely Disabled	60	1%
Danger to Self and Danger to Others	104	2%
Danger to Self, Danger to Others and Gravely Disabled	17	0%
Not 5150	3,387	78%
Total	4,333	100%

DAY OF WEEK

	Total	
Monday	6	0%
Tuesday	512	11%
Wednesday	1,138	26%
Thursday	1,018	23%
Friday	1,014	23%
Saturday	606	13%
Sunday	39	0%
Total	4,333	100%

REFERRED BY

	Total	
Soledad PD	154	3%
Seaside PD	138	3%
Sand City PD	8	0%
Salinas PD	486	11%
Pacific Grove PD	82	1%
Other LE (not including jail)	9	0%
No Entry/Unknown	1,304	30%
Monterey PD	357	8%
Monterey County Jail	1	0%
MCSO	624	14%
Marina PD	196	4%
King City PD	95	2%

	Total	
Greenfield PD	779	17%
Gonzales PD	56	1%
Del Rey Oaks PD	2	0%
CSUMB PD	10	0%
Carmel PD	32	0%
Total	4,333	100%



Mobile Crisis Services

BEHAVIORAL HEALTH BUREAU

MONTEREY COUNTY HEALTH DEPARTMENT



Agenda

Mobile Crisis Program Overview



```
graph TD; A[Mobile Crisis Program Overview] --> B[Seneca Children & Youth Mobile Response]; B --> C[Data Review]; C --> D[Best Practice Standards]; D --> E[Challenges & Strategies];
```

Seneca Children & Youth Mobile Response

Data Review

Best Practice Standards

Challenges & Strategies

Mobile Crisis Operational Period



Staffing: 3.0 FTE PSW licensed / licensed eligible staff and 1.0 Sr. PSW (3 of 4 positions filled)

Location: Based out of Peninsula Region (Monterey PD), Salinas Region (BH outpatient clinic on Natividad campus), South County Region (Greenfield PD)

Hours of operation: Wednesday – Saturday 12:30 – 10:00pm and alternating Tuesdays

Mobile Crisis Program Goals

Provide

crisis intervention services and support to individuals and families in psychiatric distress throughout Monterey County.

Provide

LE partners and treatment providers with specialized assistance to respond safely and effectively to those in crisis.

Collaborate

with first responder partners and treatment providers to recognize the signs of psychiatric distress and safely de-escalate a mental health crisis.

Increase

timely access to available resources and link people to appropriate treatment and community supports as clinically indicated.

Types of Services Provided

Assess for need for
hospitalization (WIC
5150)

Liaison with first
responders & hospital
for continuity of care

Brief crisis
intervention & de-
escalation

Referrals & linkage to
community resources

Stabilization in
community &
diversion from
emergency resources

Non-urgent outreach
& follow-up in
community

Consultation & liaison
support for LE, BH
and community
providers

MCBH & Natividad Hospital Crisis Team Changes - Effective April 1, 2022

BEHAVIORAL HEALTH

- Community facing and responsive BH Crisis Team separate from the hospital & integrated with Mobile Crisis
- Public can reach the BH Crisis Team by calling our 24/7 Access number at **888-258-6029**, selecting the prompt for the Crisis Team
- Hospital Providers can call **888-258-6029** and select prompt 6 for BH support with discharge planning for new clients, Short Doyle authorizations for inpatient care, and collateral.
- There is also an Internal BH and LE only number

NATIVIDAD HOSPITAL

- For individuals who are in Natividad Hospital Emergency Department (ED) or Mental Health Unit (MHU)
- To reach the Natividad Crisis Team or Inpatient MHU, the public and other providers will need to call the hospital operator at **831-755-4111**
- Request to be connected to the hospital's Crisis Team for patients in the ED *or* transferred to the MHU for patients in the inpatient unit.

Mobile Response Team (MRT)

- Program went Live July 13, 2020
- English & Spanish Services provided

Services available for:

Children and Youth Ages 0-21 & their
Families

Behavioral Health has contracted with Seneca to provide MRT Services in Monterey County



Service Operations

- *In-Person* crisis support services:
 - **Monday - Friday** 8am-10pm
 - **Saturday - Sunday** 11am-9pm
 - 24 hour/7 day a week Phone support
 - Currently under development: 24/7 *In-Person* response
- The MRT teams include:
 - 2 **mental health clinicians**
 - 1 **family partner**
 - Families are engaged through a **strength-based & trauma informed approach** to assist in de-escalating and stabilizing the situations





What does the MRT do?

Provide crisis counseling and attempt to stabilize out-of-control situations

Assess the need for hospitalization

Work with youth and families to develop safety plans to limit current and future crises

Work collaboratively with any existing services team members

Link the youth to further mental health services when appropriate

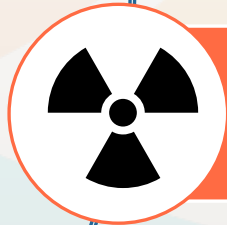
When do families call MRT?



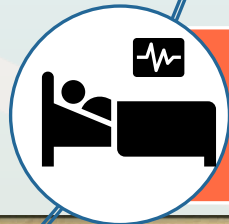
The youth is throwing objects at people and seems out of control.



The youth is threatening to run away.



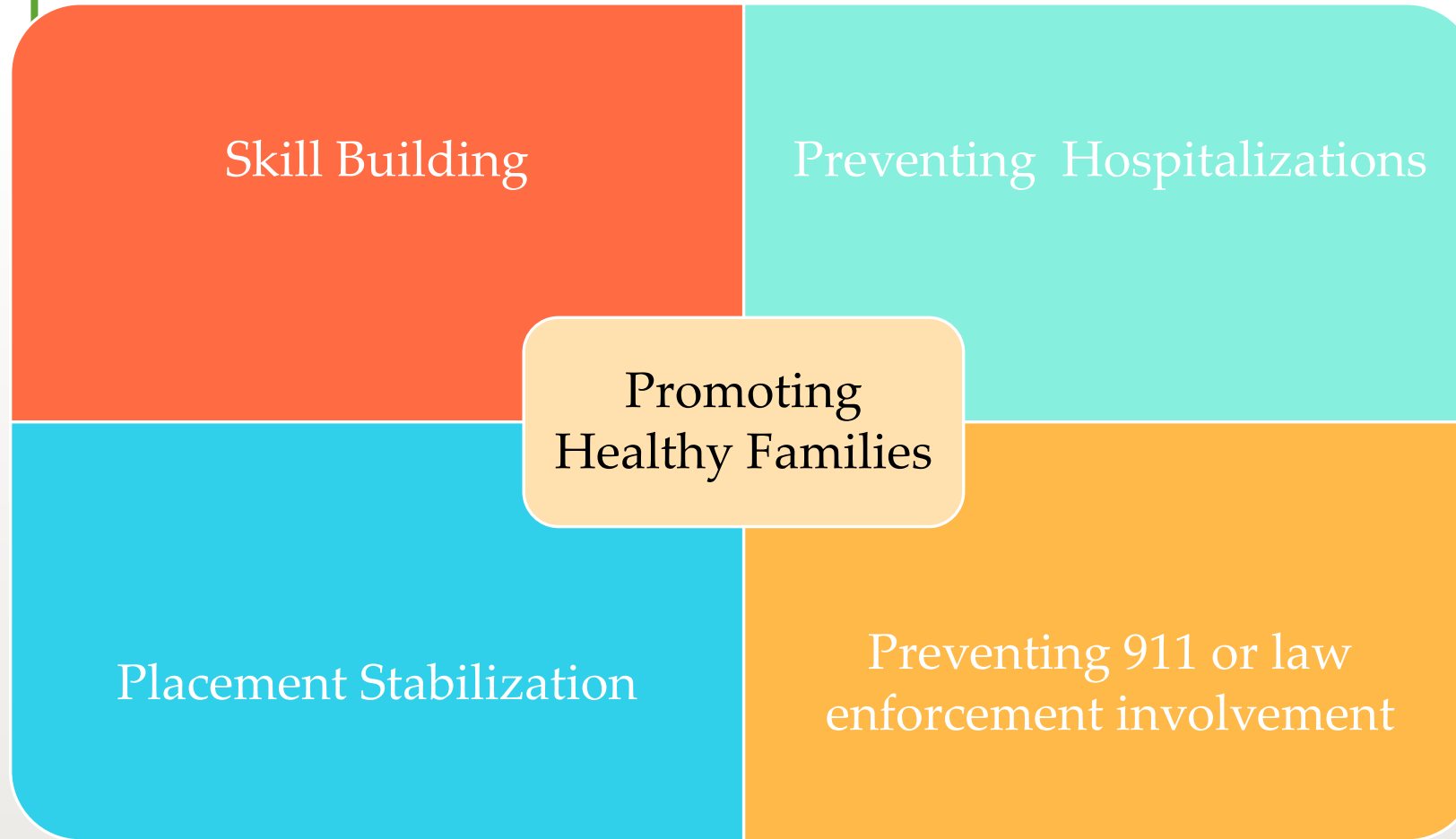
The youth is a danger to themselves or others



The youth is severely depressed and at risk of a psychiatric hold



Seneca MRT



Contacting Seneca MRT



- 24-hour support line: 831-687-4379
- Service Providers with Non-Urgent referrals can email KinshipMRTreferrals@senecacenter.org
- Tina Lehman (805) 423-3219

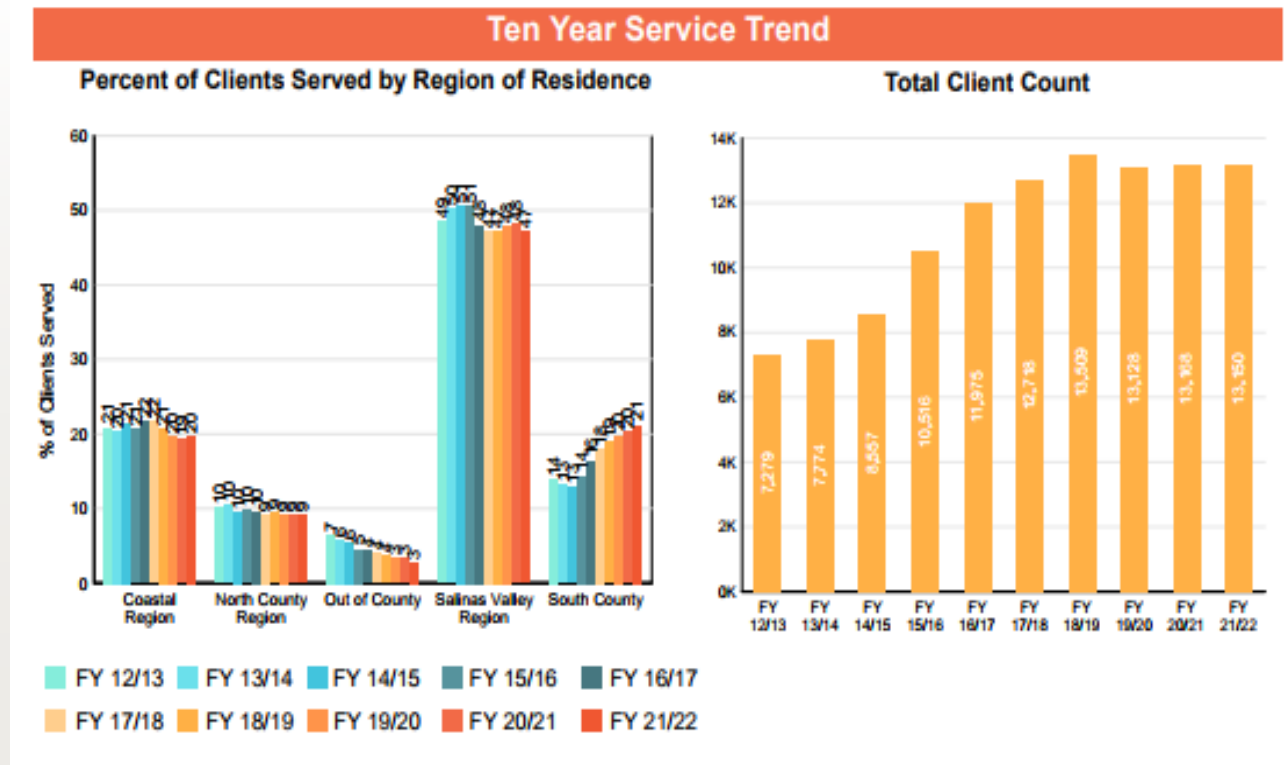


Data

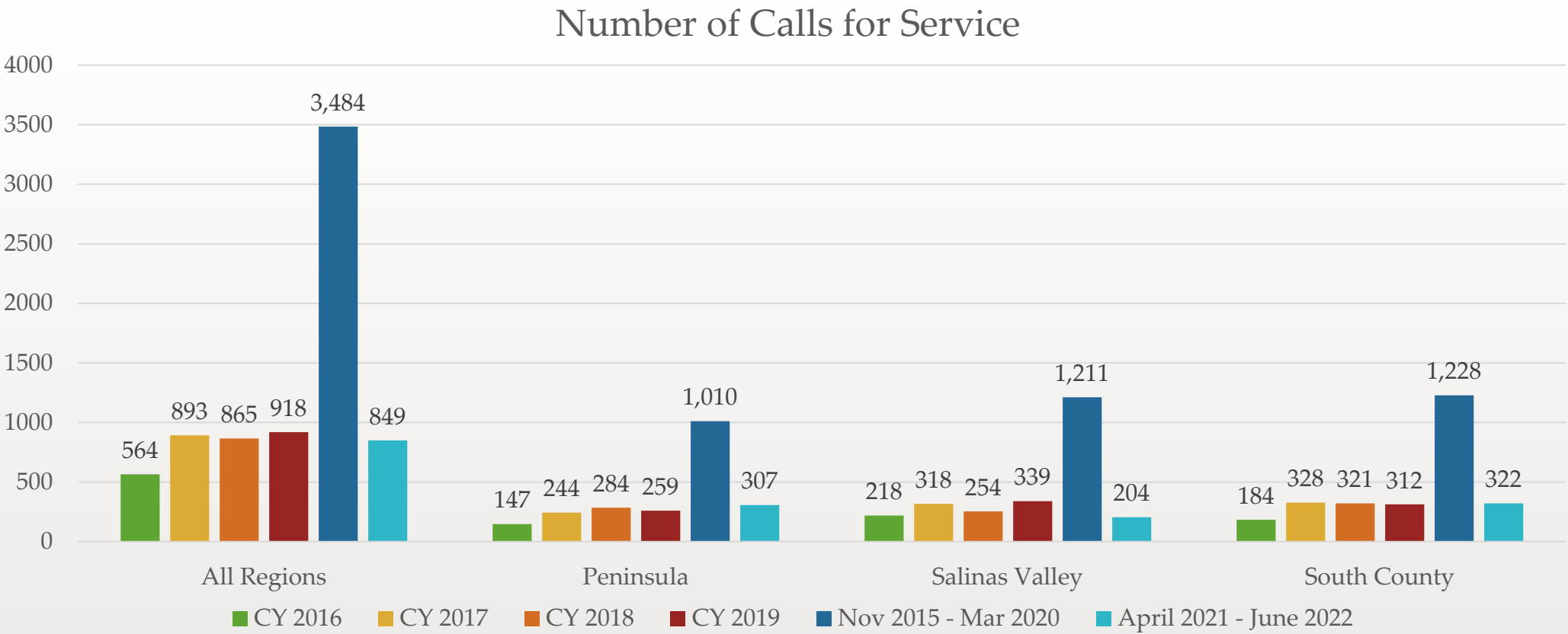
Overall BH System of Care

Ten-year service trend

- In FY 21/22, our system of care served a total of 13,150 clients for a total service value of \$102,851,037.80.
- The average service value per client was \$7,821.37
- The average age was 30 years old.
- There were 4,389 new clients admitted to the system of care and 7,440 discharged



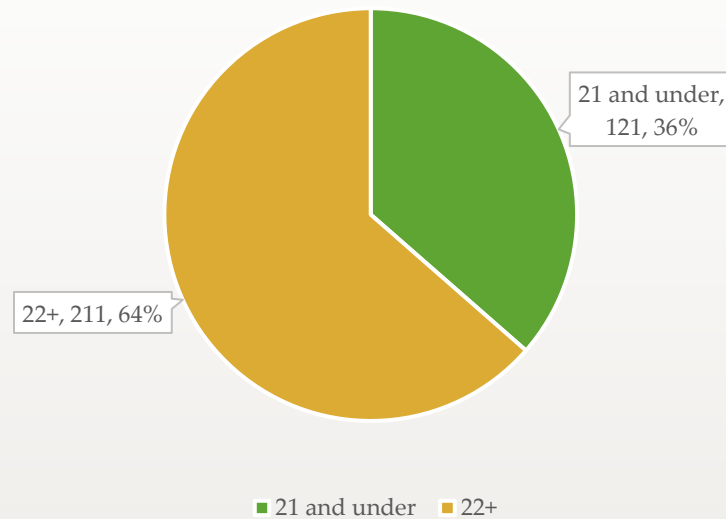
Mobile Crisis Team Program Utilization



Mobile Crisis Calls for Service

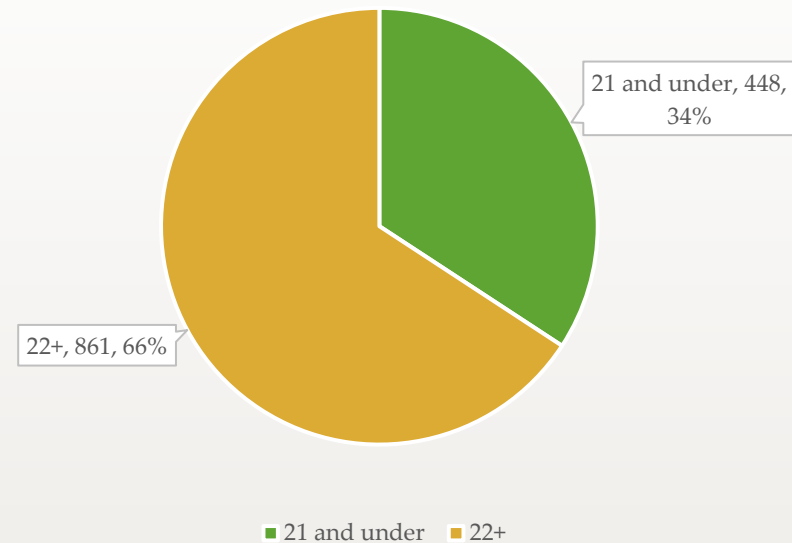
(Pre-Covid & before Seneca MRT)

CY 2019 Distinct Client Count



CY 2019 total calls = 918
Distinct client count = 332

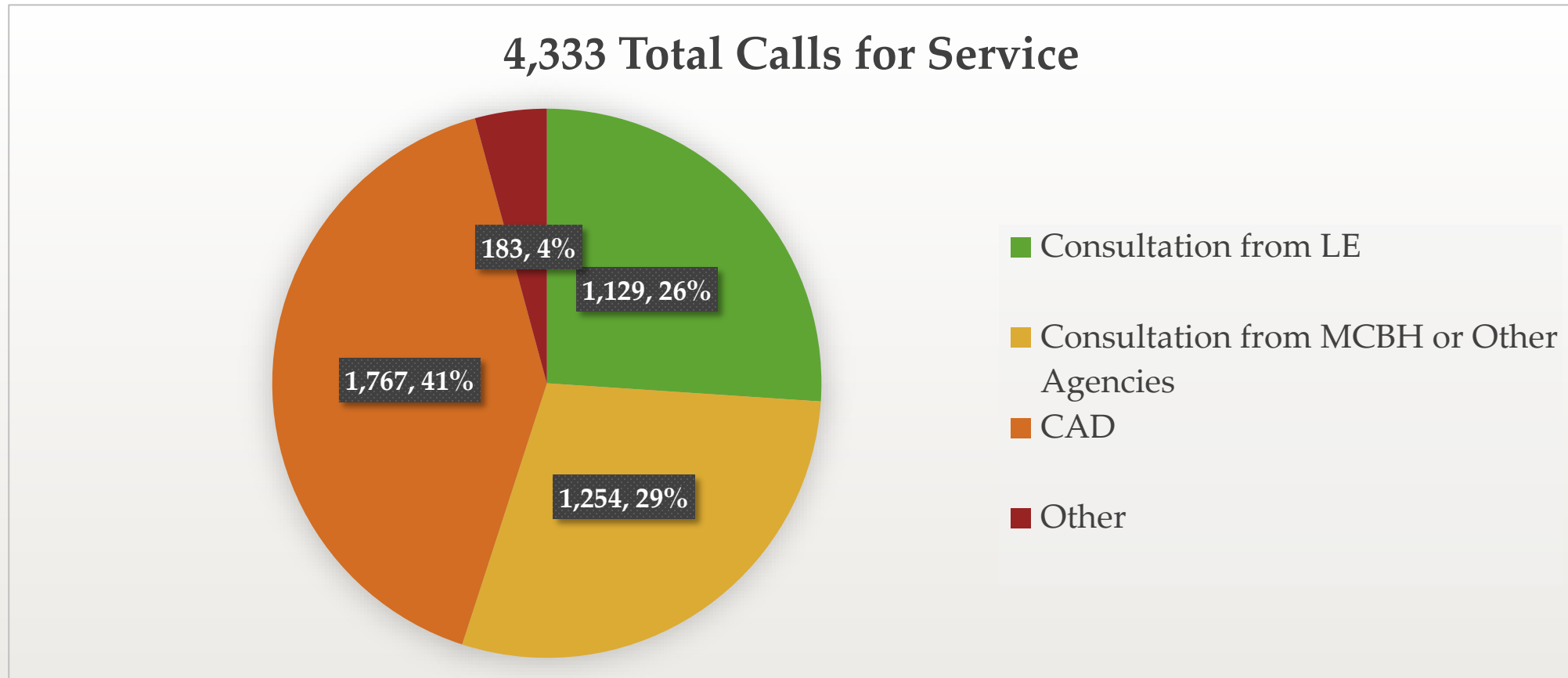
Nov 2015 - March 2020
Distinct Client Count



Nov 2015 – March 2020 total calls = 3,484
Distinct client count = 1,309

How Calls Are Initiated

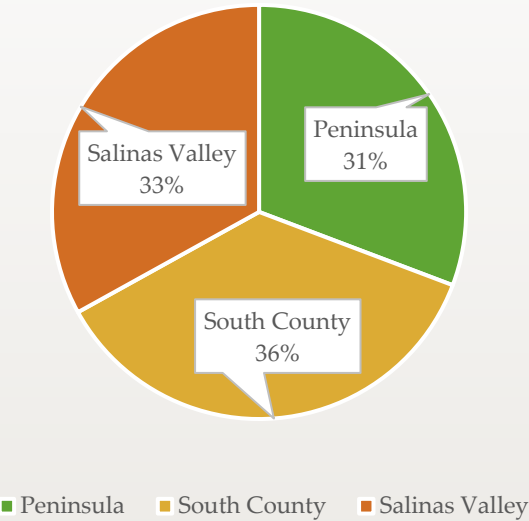
All Regions Nov. 2015 – June 2022 (MCT not operational mid-March to April 2021)



Mobile Crisis Team

CALLS FOR SERVICE BY REGION

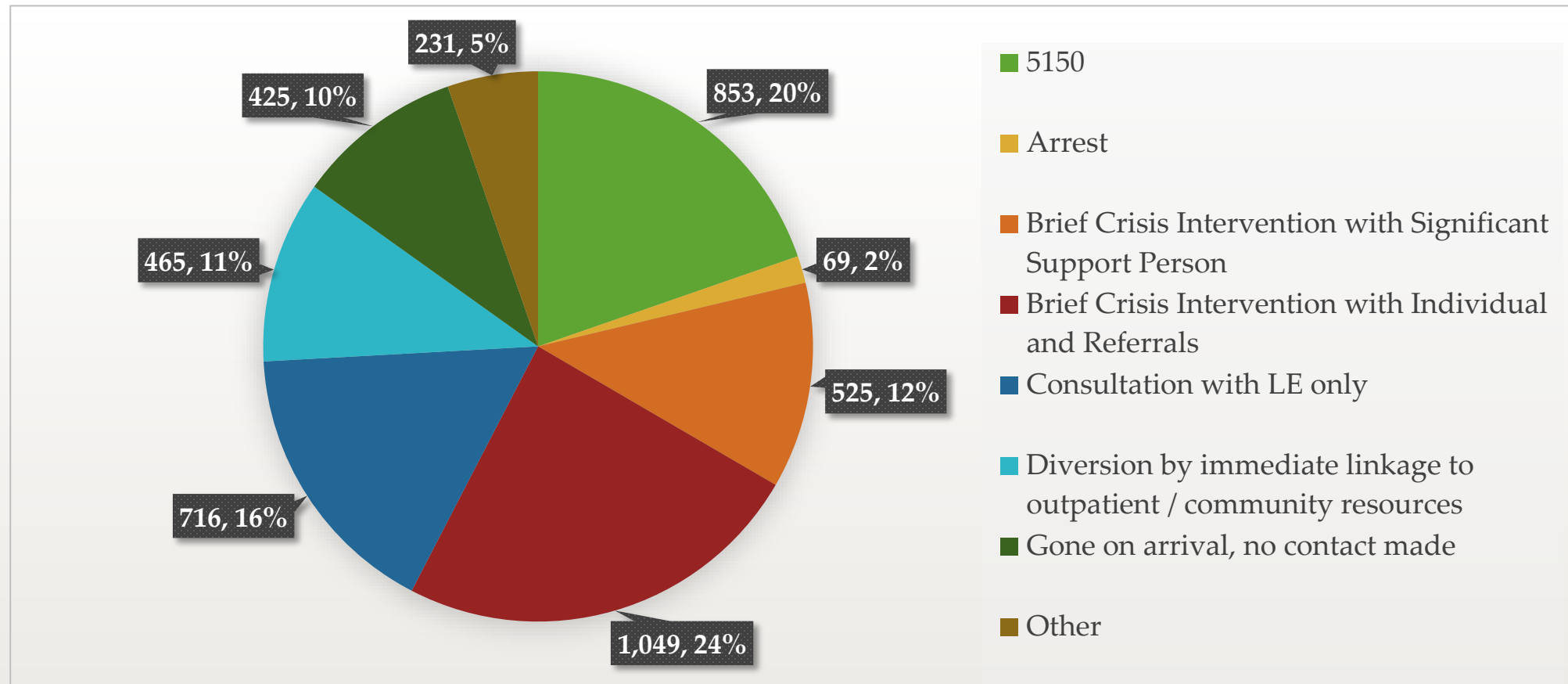
Nov 2015 – June 2022



REFERRALS BY AGENCY

Agency	# Referrals	% Of LE Referrals
Greenfield PD	779	17%
MCSO	624	14%
Salinas PD	486	11%
Monterey PD	357	8%
Marina PD	196	4%
Soledad PD	154	3%
Seaside PD	138	3%
King City PD	95	2%
Pacific Grove PD	82	1%
Gonzales PD	56	1%
Carmel PD	32	<1%
CSUMB PD	10	<1%
Other LE	9	<1%
Sand City PD	8	<1%
Del Rey Oaks PD	2	<1%

Mobile Crisis Overall Call Disposition / Outcome All Regions Nov. 2015 – June 2022 (MCT not operational mid-March to April 2021)

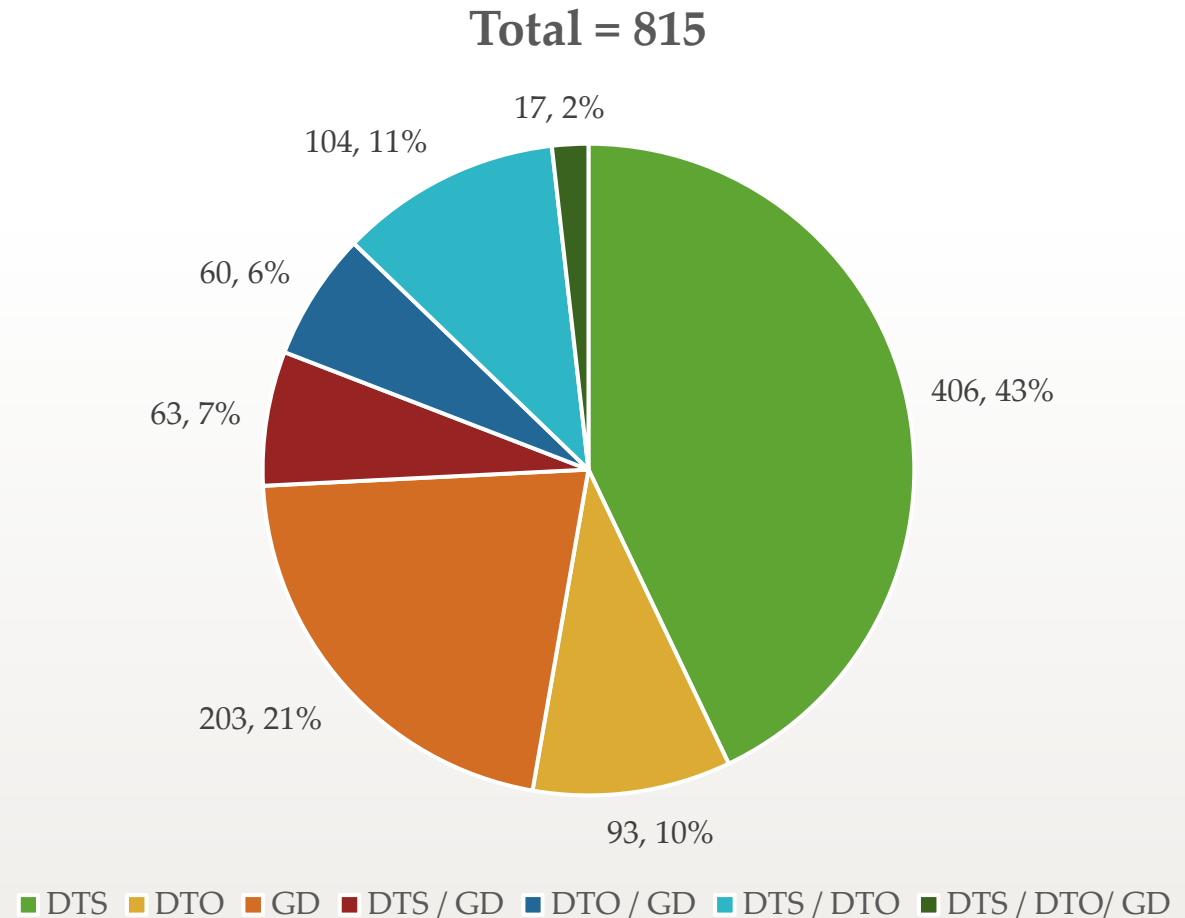


Mobile Crisis WIC 5150 Reason Nov. 2015 – June 2022

(MCT not operational mid-March to April 2021)

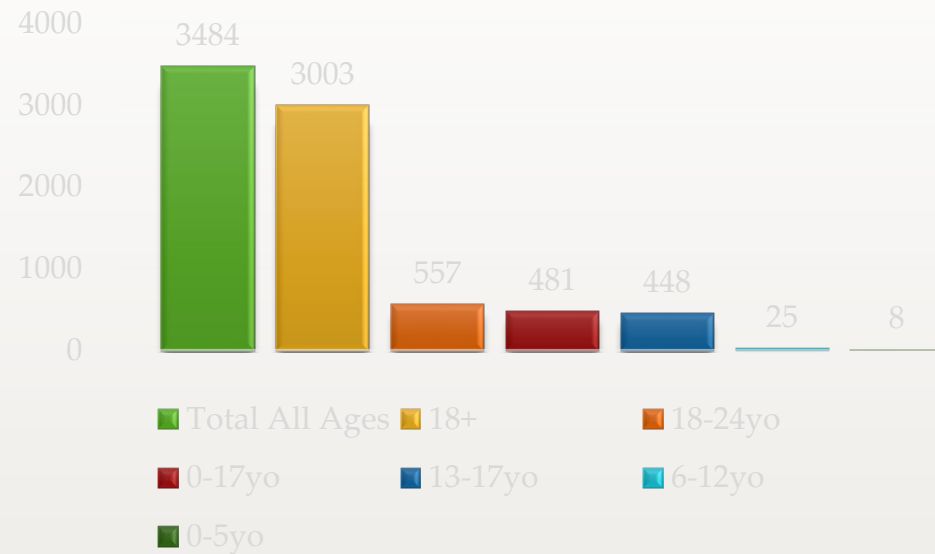
Criteria by frequency:

1. Danger to Self
2. Grave Disability
3. Danger to Self & Others
4. Danger to Others

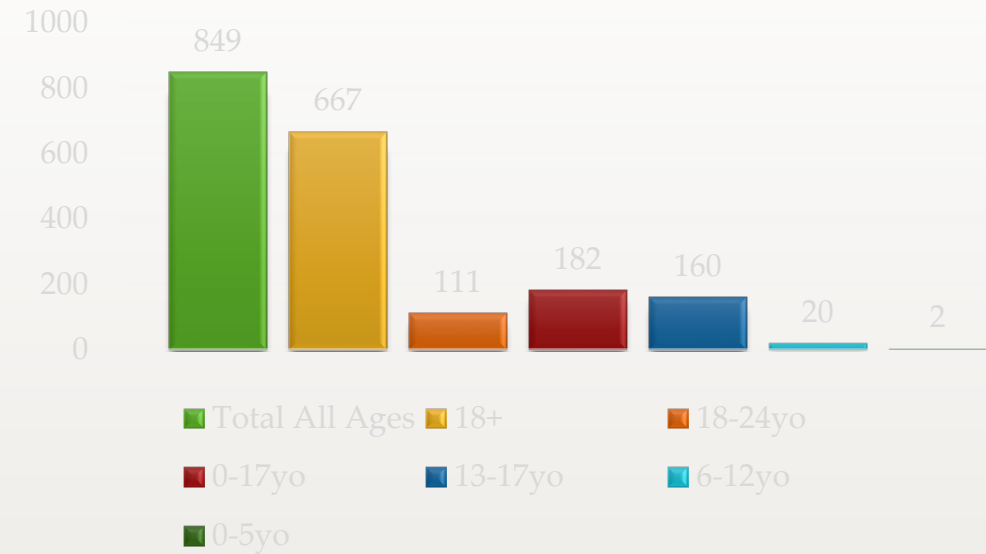


Calls for Service by Age

NOV. 2015 – MAR. 2020



APRIL 2021 – JUNE. 2022



Time Frame	Total Calls	# of Crisis Calls	*Situation Stabilized	Team Dispatched	5585/admitted to Hospital	5150/admitted to Hospital
July 2020 – June 2021	1,502	153	85	12	11	1
July 2021	142	23	15	6	0	0
August 2021	266	97	70	4	0	2
September 2021	257	53	27	3	5	1
October 2021	274	31	12	7	6	0
November 2021	327	65	33	17	4	0
December 2021	308	40	9	12	5	0
January 2022	218	41	8	14	8	0
February 2022	287	40	19	12	4	0
March 2022	421	48	17	14	4	0
April 2022	323	57	16	18	2	0
May 2022	301	52	14	17	3	1
June 2022	159	24	14	9	1	0
Grand Total	4,785	724	339	145	53	9

* Situation Stabilized - The category title varied overtime. Amount is the sum in-person and crisis phone support provided and situation stabilization.

Seneca MRT July 2020 – June 2022

Best Practice Standards

SAMHSA NATIONAL GUIDELINES FOR BH CRISIS CARE

Best Practices: SAMHSA National Guidelines for BH Crisis Care

- Crisis services are for **anyone, anywhere and any time**
- Services Include:
 - Crisis lines accepting all calls and dispatching support based on the assessed need of the caller
 - Mobile crisis teams dispatched to wherever the need is in the community (*not hospital emergency departments*)
 - Crisis receiving and stabilization facilities that serve everyone that comes through their doors from all referral sources

<https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-services-executive-summary-02242020.pdf>
<https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>

Core Services and Best Practices: SAMHSA National Guidelines for BH Crisis Care

Essential Elements within a **no-wrong-door** integrated crisis system:

1. Regional Crisis Call Center – 24/7 clinically staffed hub/crisis call center that provided crisis intervention (phone, text, chat) and quality coordination of crisis care in real-time;
2. Crisis Mobile Team Response – Mobile crisis teams available to reach any person at their home, workplace or any other **community-based** location in a timely manner;
3. Crisis Receiving and Stabilization Facilities – short term (under 24 hours) observation and stabilization services in a home-like, non-hospital environment

Challenges & Strategies

Challenges



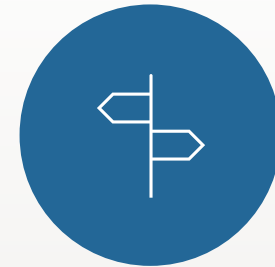
WORKFORCE SHORTAGE



FUNDING

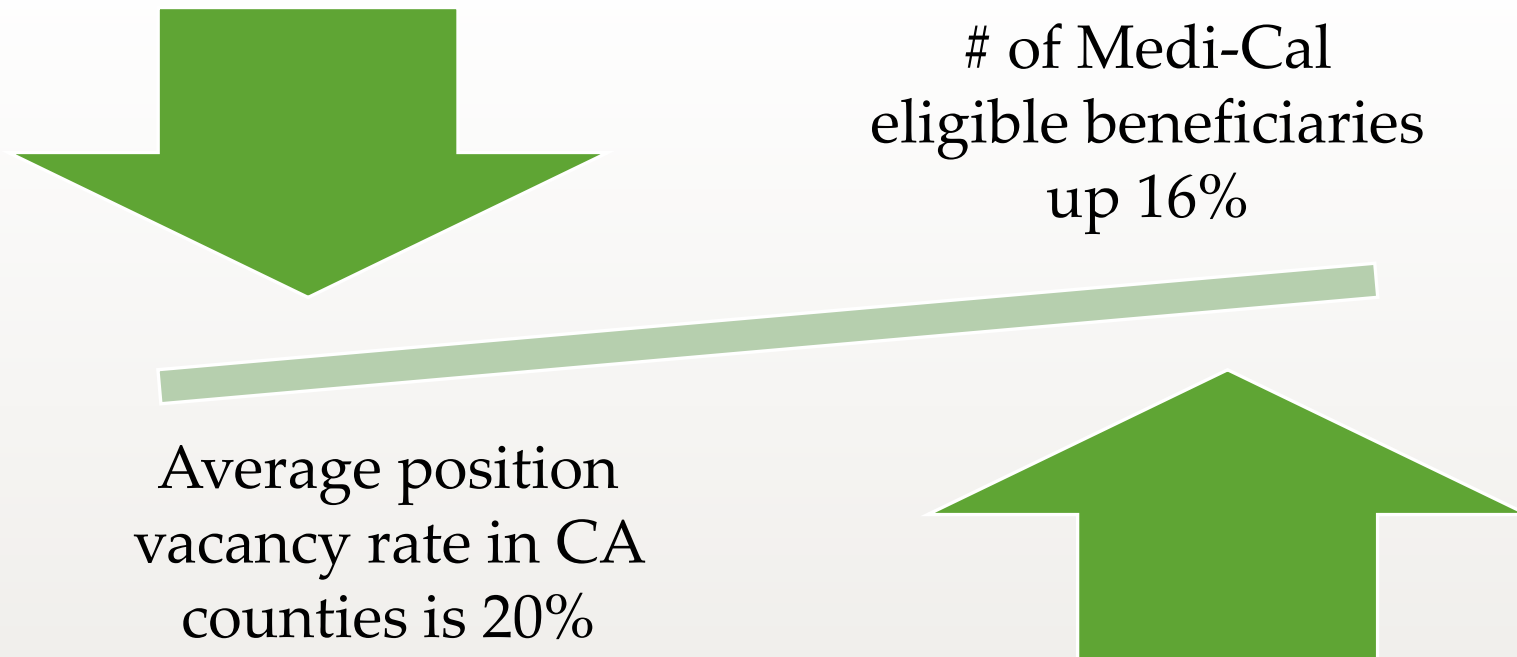


988 IMPLEMENTATION &
COORDINATION



LACK OF ALTERNATIVE
PLACEMENTS, GAPS IN
CRISIS CONTINUUM

Behavioral Health Workforce Shortage

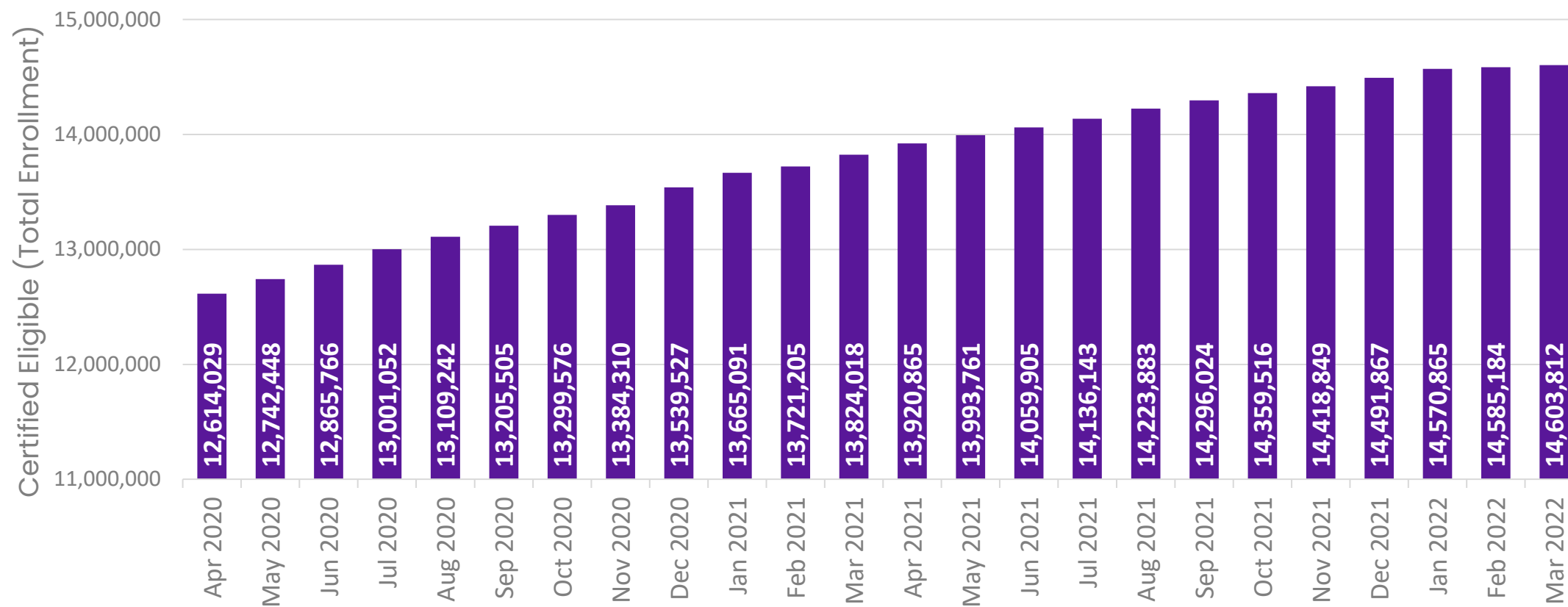


Source: CalMHSA

BIG PICTURE

Medi-Cal Enrollment Up

Total Medi-Cal Certified Eligible – April 2020 through March 2022



Data Source: DHCS Extracted from MS/DSS 11 Apr2022

STAFFING – DOWN

Cost-Survey Analysis: LPHA Vacancies

- Mental Health
 - 21% of budgeted LPHA positions vacant (957 vacant positions)
 - 23% of counties have MH vacancies over 30% (up to 52%)
- SUD
 - 20% of budgeted SUD positions vacant (38 vacant positions)
 - 9% of counties have SUD vacancies over 30% (up to 100%)

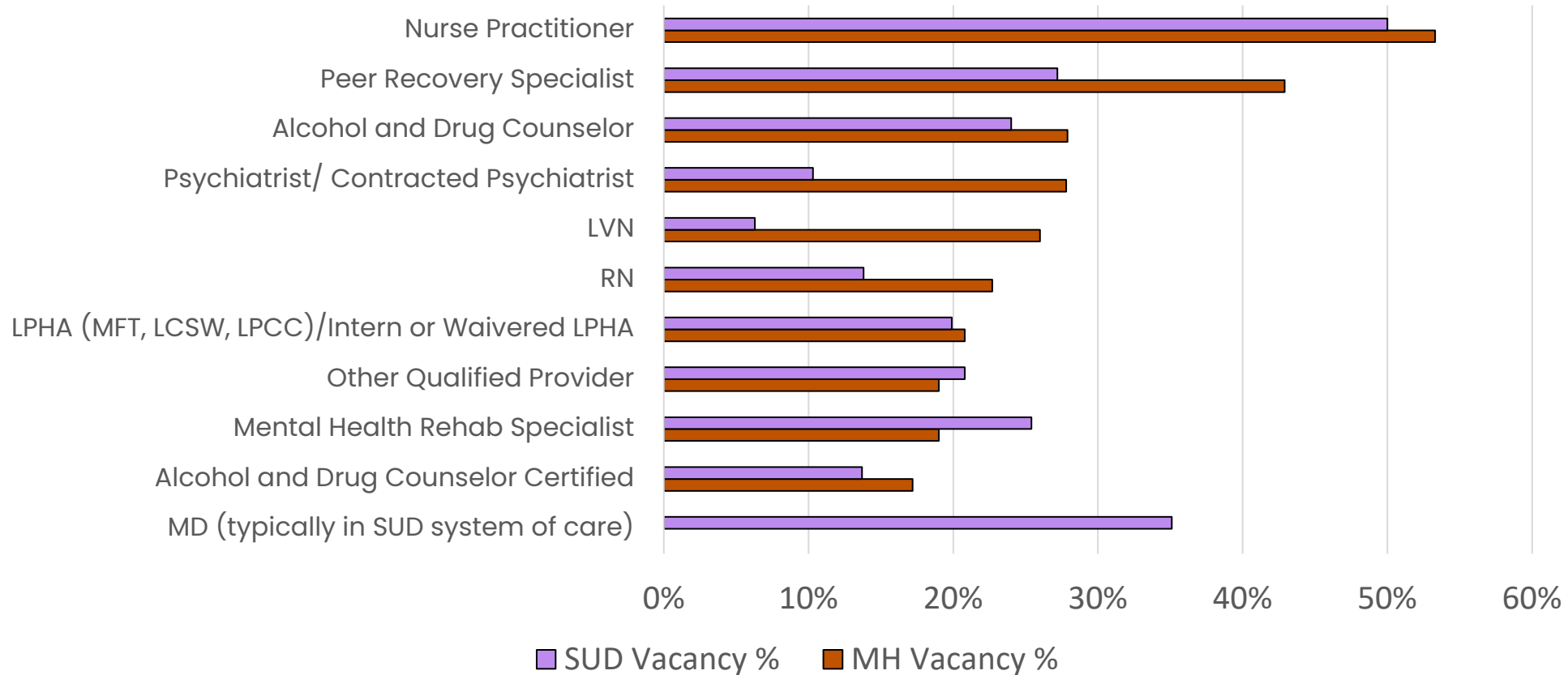
**WHEN WE LOOK AT THE
WORKFORCE SHORTAGE
NUMBERS, THIS MEANS;

1 OUT OF EVERY 5
MASTER'S LEVEL STAFFING
POSITIONS IS VACANT.**

STAFFING – DOWN (CONTINUED)

Cost-Survey Analysis: % Vacancy by Staff Type

Percent Vacancy by Staff Type



Understanding the different training & expertise of BH clinicians

	Outpatient Services	Crisis Team	Mobile Crisis	HNT
Licensed or Licensed Eligible Staff	X	X	X	Licensed staff only
Oriented to entire BH System of Care & referral processes to providers		X	X	X
Oriented primarily to assigned program only within Access, ASOC, CSOC	X			
WIC 5150 / 5585 training and certification	X	X	X	X
Only work with open BH clients	X			
Respond to BH clients & non-clients		X (office based)	X	X
On-Call 24/7 for callout when any of the 3 HNT teams are activated (MCSO, SPD, SRU)				X
Trained in Natividad ED Crisis Team responsibilities and partnerships*		X	X	X
Trained in crisis response in the community in depth			X	X
Receive specific training and guidance on collaborating with LE partners			X	X
Function as BH liaisons with LE partners			X	X
Receive specialized training in Hostage / Crisis Negotiations (Basic, Advanced and Domestic Violence courses)				X
Train regularly with LE partners (<i>pre-covid</i>)				X

**Starting 4/1/2022, MCBH is no longer providers of services in Natividad Hospital*

Behavioral Health Mobile Crisis Team Program Funding Sources

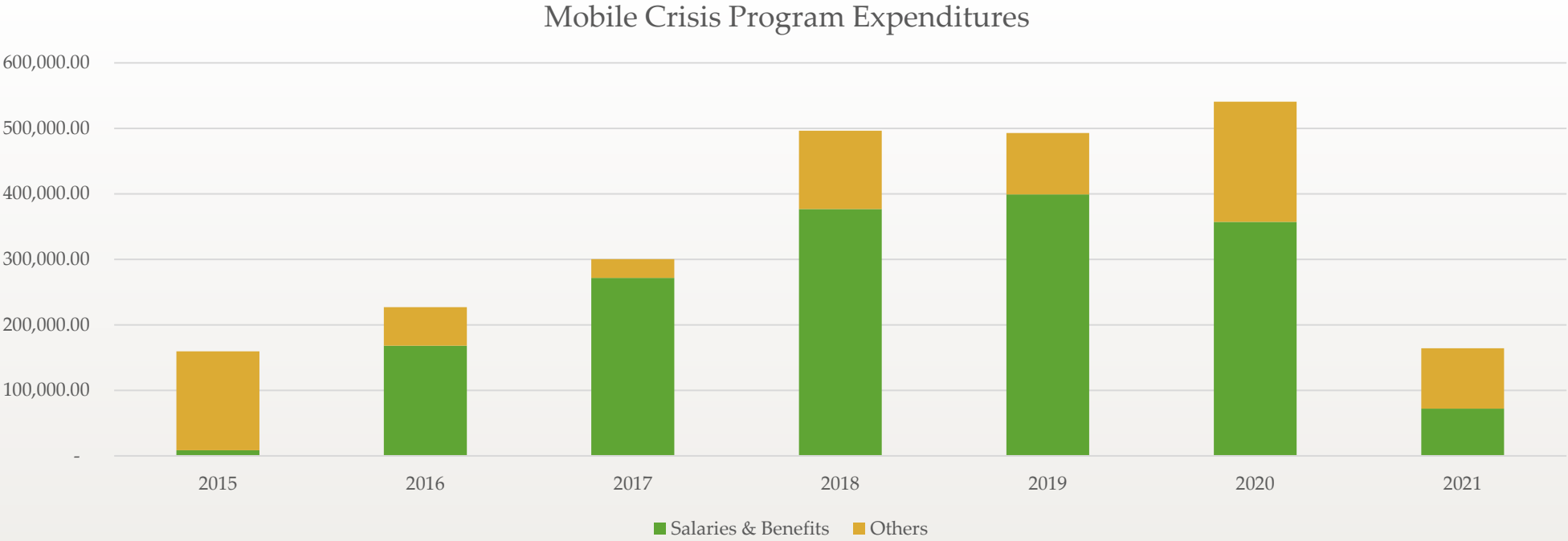
CHAFFA FUNDS (START UP EQUIPMENT ONLY)

MHSA FUNDS

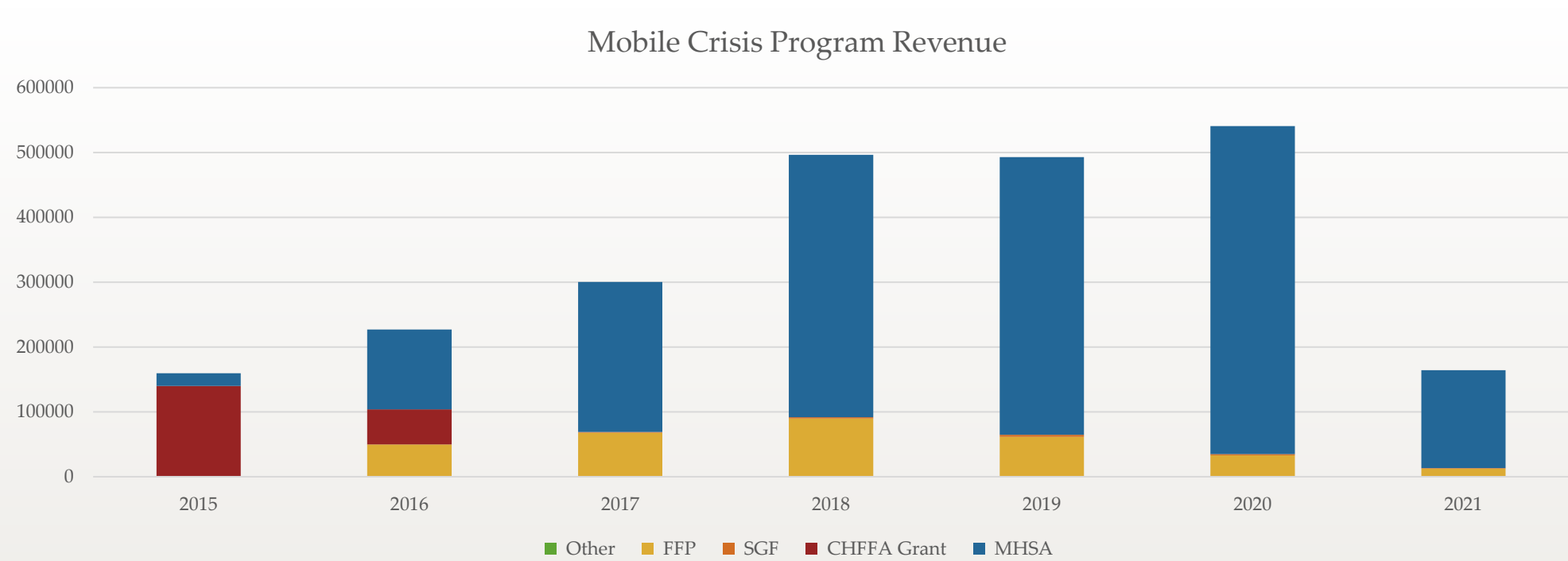
MEDI-CAL REIMBURSEMENT

CRISIS CARE MOBILE UNITS GRANT (INFRASTRUCTURE)

MCBH Mobile Crisis Team Program Actual Expenditures

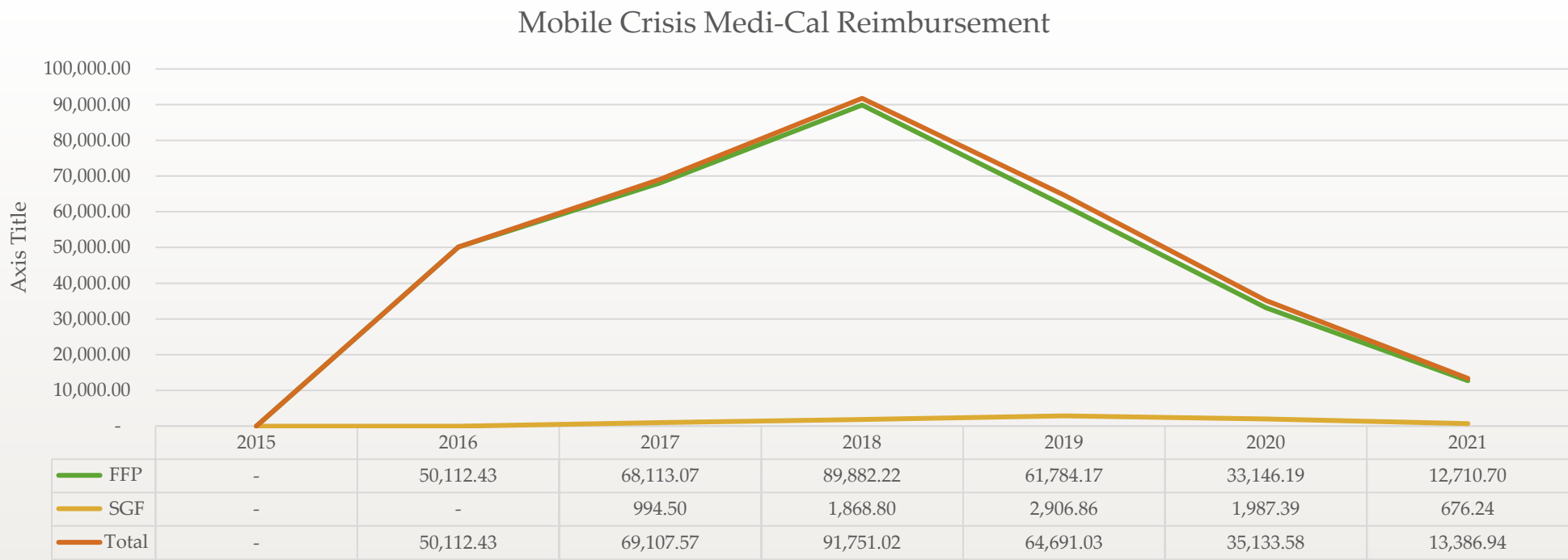


MCBH Mobile Crisis Team Program Actual Revenues



FFP = Federal Financial Participation (Medi-Cal); SGF = State General Fund; CHFFA = California Health Facilities Finance Authority; MHSA = Mental Health Services Act

MCBH Mobile Crisis Team Medi-Cal Reimbursement



FFP = Federal Financial Participation (Medi-Cal); SGF = State General Fund

Seneca Mobile Response Team (MRT) Program Funding Sources

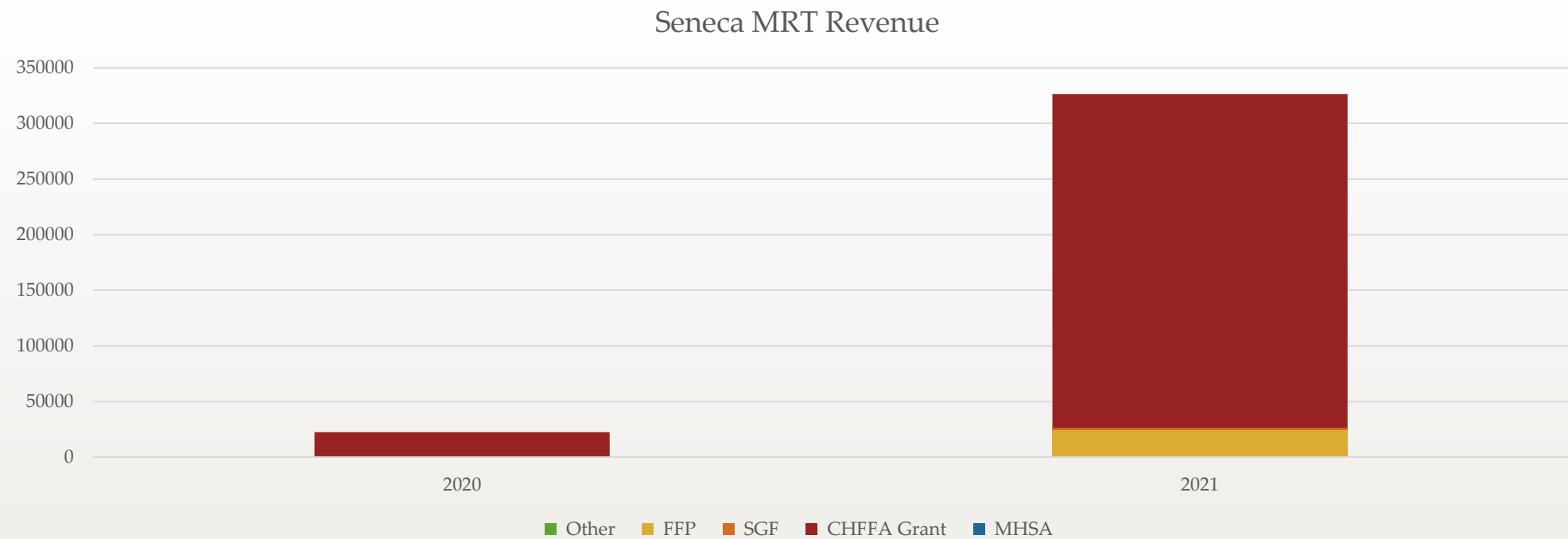
CHFFA GRANT FUNDS

MEDI-CAL REIMBURSEMENT

Seneca Mobile Response Team Program Actual Expenditures

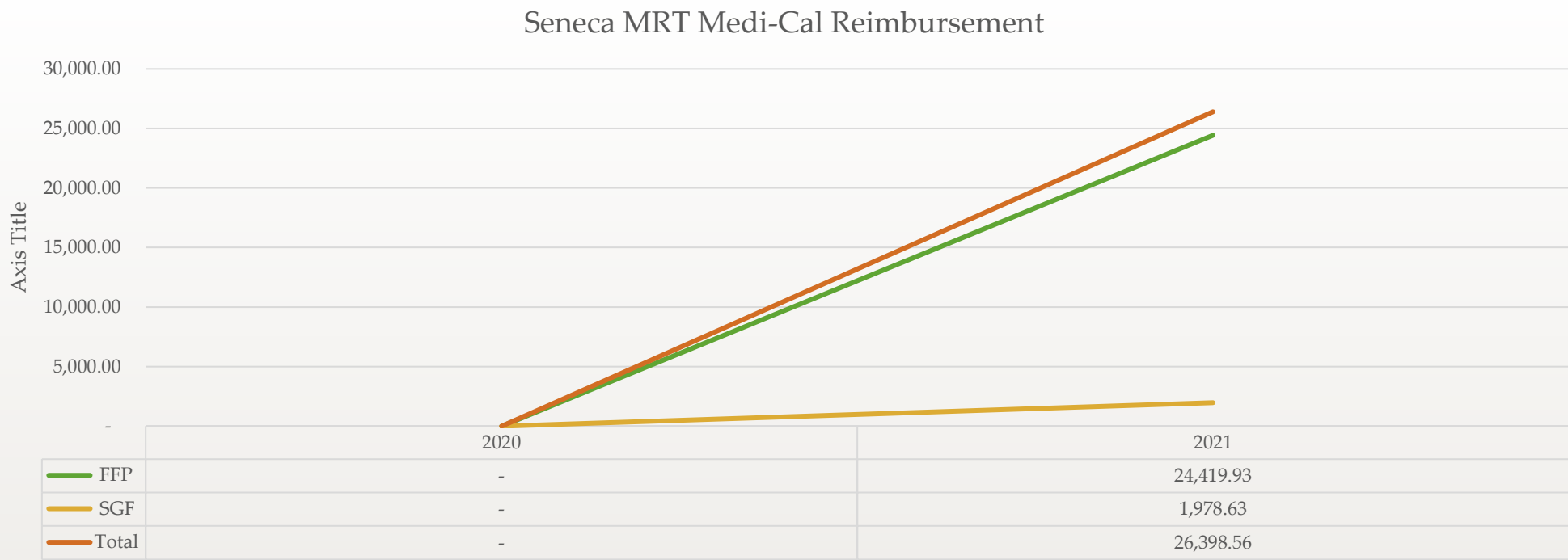


Seneca Mobile Response Team Program Actual Revenues



FFP = Federal Financial Participation (Medi-Cal); SGF = State General Fund; CHFFA = California Health Facilities Finance Authority; MHSA = Mental Health Services Act

Seneca Mobile Response Team Program Medi-Cal Reimbursement



FFP = Federal Financial Participation (Medi-Cal); SGF = State General Fund

What is 988?

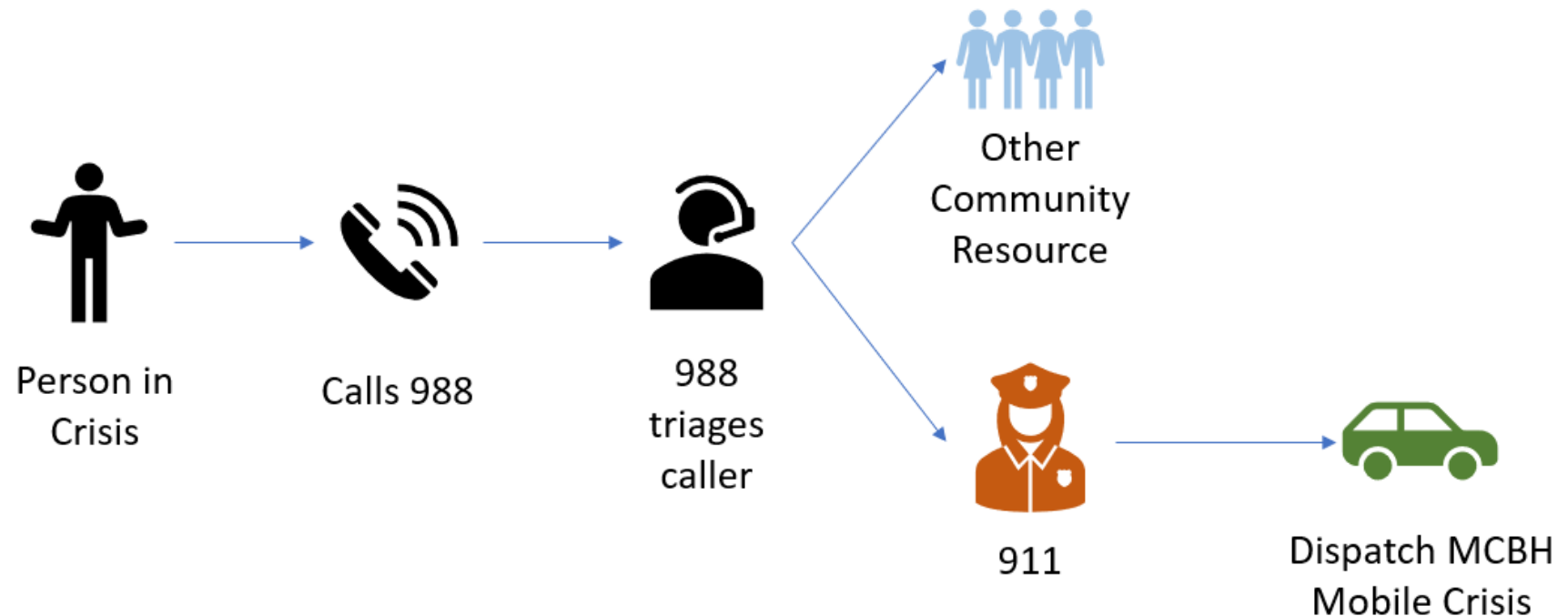
- America's first 3-digit number dedicated to suicide prevention and crisis support. It is a national portal for connecting to local service
- Beginning July 16, 2022, people can access the Lifeline via 988 or by 1-800-273-TALK
- When people call the local line or Lifeline (988), they are connected to trained counselors that are part of the existing National Suicide Prevention Lifeline network. These trained counselors listen, understand how their problems are affecting them, provide support, and connect them to resources.

988 Vision for Behavioral Health Crisis Care

Continuum – Short Term Vision

988 will strengthen and expanded access to a network of crisis call centers for Monterey County residents to gain access to community resources.

In Monterey County, currently available mobile crisis response and supports will remain the same with a vision to create a more comprehensive system in the next 3-5 years.



988 Vision for Behavioral Health Crisis Care 988

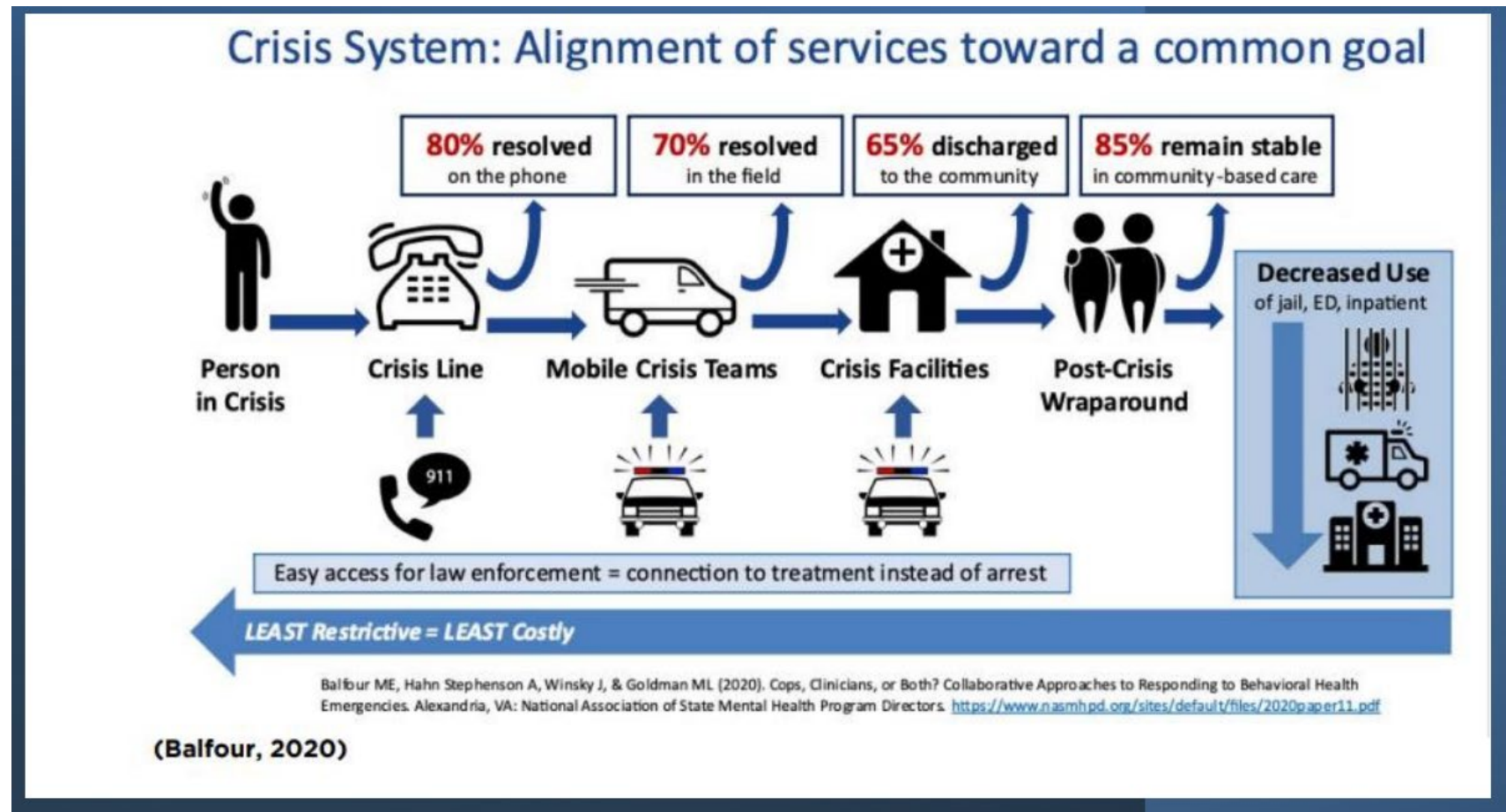
Continuum – Long Term Goal (3-5 years)

The full vision of a transformed crisis care system with 988 at its core will not be built overnight.

Transformation of this scale will take time, and we are all working together to make it happen.

988
SUICIDE
& CRISIS
LIFELINE

988
LÍNEA DE
PREVENCIÓN
DEL SUICIDIO
Y CRISIS



Strategies

Grant funding opportunities

BH Crisis Team separate from the hospital & community focused

Internal Restructuring to integrate BH Crisis and Mobile Crisis Teams

Ongoing Relationship Building & Collaboration

Workforce: Growing Our Own


Stepping Up Initiative

Current Service Gaps

- Mobile Crisis hours are not 24/7/365
- Sobering Center hours are not 24/7/365
- Lack of Crisis Receiving & Stabilization Units
- More alternatives to jail and hospitals are needed



<https://crisisnow.com/>



Projects under
development to
enhance the crisis
continuum of care
for specific
populations

Child / Adolescent Crisis
Stabilization Unit & Crisis
Residential Services Facility
(Seneca)

Crisis Stabilization Unit
(CHOMP)

Possible Next Steps



Training for First
Responders



Explore City / County
collaborations



Consider viability of
adding Co-Responder
Units (LE, FIRE, AMR)



Consider embedding
crisis trained staff at
County Comm.



Advocate for increased
capacity in MSW
programs (i.e., CSUMB)

Training for First Responders

Mental Health First Aid (8-hour course)

- **Advocate to add this foundational training to all basic police and fire academies**
- Specialized MHFA modules for Public Safety; Fire and EMS are available
 - <https://www.mentalhealthfirstaid.org/population-focused-modules/public-safety/>
 - <https://www.mentalhealthfirstaid.org/population-focused-modules/fire-and-ems/>
- Long Beach Fire implemented this in 2018
 - <https://www.longbeach.gov/fire/press-releases/mental-health-first-aid/>

Crisis Intervention Team (CIT) Training

- Currently available for law enforcement/dispatchers (40-hour/one week course)
 - Pre-covid offering 3 academies per year with max 35 participants per academy
- Develop CIT for Fire / EMS (24-hour course)?
- CIT now available for 911 dispatchers through CIT International (8-hour online course) in high demand
 - <https://www.citinternational.org/CITST911>

Ongoing Collaborative Efforts

Crisis Intervention Team (CIT) Training for LE

Hostage / Crisis Negotiation Team (HNT)

Critical Incident Stress Management (CISM)

BH Mobile Crisis Team Response

Co-Responder Models



- “At its core, the co-responder framework typically features a specially trained team that includes at least one law enforcement officer and one mental health or substance abuse professional responding jointly to situations in which a behavioral health crisis is likely to be involved, often in the same vehicle, or arriving on scene at generally the same time.”

Co-Responder Model Variations

- Law Enforcement Calls for After-Event Support
- Law Enforcement Obtains Clinical Support Virtually
- Fire Department and/or Emergency Medical Services Join Law Enforcement and Clinicians
- Multi-Professional Teams, Especially for Substance Abuse Intervention
- Law Enforcement Calls for Non-Clinical Support
- Peer Support Workers Join Law Enforcement
- Clinical Staff Advise from Dispatch Centers
- Behavioral Health Navigators Join Law Enforcement at Point of Reentry

Additional Resources & Supporting Information

- <https://bja.ojp.gov/program/pmhc>
- <https://www.theiacp.org/sites/default/files/SJCResponding%20to%20Individuals.pdf>
- <https://whitebirdclinic.org/cahoots/>
- <https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Public-Health-Environment/Community-Behavioral-Health/Behavioral-Health-Strategies/Support-Team-Assisted-Response-STAR-Program>
- <https://www.memphistn.gov/news/alliance-healthcare-services-earns-innovation-award-for-care-team-model/>



Monterey County

Item No.12

Board Report

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

Legistar File Number: 22-823

September 13, 2022

Introduced: 8/29/2022

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

- a. Receive a presentation on the Clean Fleet Purchasing Policy for the County of Monterey and provide any direction to staff regarding the policy;
- b. Adopt the Clean Fleet Purchasing Policy for all Monterey County vehicles to become effective 1/1/2023; and
- c. Provide other direction to staff as necessary

RECOMMENDATION:

It is recommended that the members of the Board of Supervisors:

- a. Receive a presentation on the Clean Fleet Purchasing Policy for the County of Monterey and provide any direction to staff regarding the policy;
- b. Adopt the Clean Fleet Purchasing Policy for all Monterey County vehicles to become effective 1/1/2023; and
- c. Provide other direction to staff as necessary

SUMMARY:

On October 26, 2021, the Sustainability Program gave a presentation to the Board of Supervisors in response to referral 2021.14 regarding EV charging station (EVCS) accessibility in the County. At that time, staff recommended adopting a Clean Fleet Purchasing Policy along with several other measures, including a recommendation to explore a “reach code” with respect to EV charging at Multi-Family Unit dwellings and the Board recommended that staff explore these concepts further. A “reach code” refers to a local building energy code that “reaches” beyond the state minimum requirements in building design and construction, creating opportunities for local governments to lead the way on clean air, climate solutions, and the renewable energy economy. On November 17, 2021, staff shared information with Department Heads regarding the Clean Fleet Purchasing Policy at the Department Head Meeting. In addition, staff met with and gathered feedback from department heads in ITD, Health, Probation, PWWP, CAO, Fleet, Facilities, Maintenance, and Contracts Purchasing staff in regards to transitioning to an all-electric fleet. Then, on March 24, 2022, the Alternative Energy and Environment Committee received a follow up presentation to referral 2021.14 where two EVCS vendors presented on ownership models and hardware systems so the County could better understand options for fleet transition. Since then, staff has met with other jurisdictions in the Central Coast Region, including the County of Santa Barbara to learn about their fleet electrification process and EVCS deployment strategies to learn best practices and streamline the process. On July 28, 2022, Staff presented a draft Clean Fleet Purchasing Policy to transition the County’s fleet to zero emissions vehicles to the Alternative Energy and Environment Committee and the Committee recommended that

the County Board of Supervisors adopt the policy.

DISCUSSION:

On August 24th, 2021, the Sustainability Program received a referral requesting that the Sustainability Program Manager assess the existing Electric Vehicle Charging Stations (EVCS) in Monterey County. This referral guided the sustainability department in not only addressing EVCS infrastructure but also in analyzing Monterey County's fleet, and the potential for electrification in line with California's draft Advanced Clean Fleet (ACF) regulations. Consequently, staff is bringing forward a Fleet Electrification Policy for County vehicles today and will be bringing forward recommendations regarding a reach code during this year's building code update.

The (ACF) regulation is part of a statewide strategy to reduce emissions from transportation and to accelerate the market for zero-emission vehicles where feasible. The most immediate impact of this draft regulation is that all state and local government fleets, including county, special district, and state agency fleets, would be required to ensure 50 percent of vehicle purchases are zero-emission beginning in 2024 and 100 percent of vehicle purchases are zero-emission by 2027. There is no clear timeline for when the draft regulation will become final. However, the policy has an implementation start date of 2024, so it can be estimated that the final approval of the regulation will happen in early 2023. The adoption of the proposed Clean Fleet Purchasing Policy now, would allow the County to work on a strategic transition and lead the way as this draft regulation is meant to be adopted shortly. Additionally, it is anticipated that any zero emission vehicles purchased prior to the adoption of this draft regulation would qualify for the 50 percent vehicle purchases needed for the 2024 requirement. The Clean Fleet Purchasing Policy states that all departments and divisions should prioritize the purchasing of zero emission vehicles (ZEV), unless it is deemed infeasible through one of the qualifying exemptions. There are several exemptions including an option for situations where no viable ZEV option is available for purchase in the current vehicle market, or a ZEV does not meet the functional operational requirements to fulfill intended County services, such as: vehicle type, rated towing capacity, maximum required daily mileage exceeds ZEV range, requires specialized outfitting, TCO is more than 10% higher, and EVCS accessibility. At the recommendation of the Alternative Energy and Environment, the EVCS accessibility exemption has been increased in breadth to allow for an exemption in cases where an EVCS is further than ¼ mile away from the intended parking location of the vehicle and it would not be reasonably feasible to charge the vehicle overnight at a county facility. To pursue an exemption for a ZEV purchase, a Clean Fleet Purchasing Policy Exemption Form must be completed and submitted to the Fleet Manager for review and approval. Following an exemption approval, the following options shall be considered in the following order when considering a replacement vehicle to ensure the maximum emissions reductions possible.

- 1) Defer purchasing a vehicle if a ZEV market option will be available and/or infrastructure will be installed in less than three years.
- 2) Lease or purchase a plug-in hybrid electric vehicle if available in the market.
- 3) Lease or purchase a hybrid-electric fuel vehicle if available in the market.
- 4) Lease or purchase an internal combustion engine (fossil fuel, flex-fuel or bio-fuel, ethanol, renewable diesel, etc.) powered vehicle, that has the highest EPA Greenhouse Gas Rating score.

One of the significant benefits counties are realizing from fleet electrification is cost savings. The Sustainability Program conducted a Total Cost of Ownership analysis for an Internal Combustion

Engine (ICE) vehicle compared to a similar Electric Vehicle. During this analysis staff looked at the Nissan Leaf (EV) and Dodge Charger (ICE), estimating an approximate cost savings of \$30,716.86 over the vehicle's lifetime. This cost savings reflects the price of gas at \$5.00 per gallon and the cost of electricity to be \$0.25 per kWh. The Sustainability Program has developed a costs savings calculator reflecting the Total Costs of Ownership (TCO) formula to quickly and accurately find the TCO for any vehicle. This calculator can easily be updated to reflect the most updated gas and electricity prices to ensure an accurate calculation.

The early adoption of the proposed Clean Fleet Purchasing Policy would set an example and lead the way as regulations for all electric and zero emission public fleets are expected in the coming years. The adoption of this policy would provide additional funding opportunities and allow the county to get a head start on transitioning the fleet.

One of the primary concerns raised by Department Heads was a lack of charging station infrastructure. At this time, Monterey County owns and operates at least 16 ChargePoint EV charging ports in the form of eight stations at the following locations: 1441 Schilling Pl., 168 W Alisal St., 1428 Abbot St., and 522 N. 2nd St. These stations are seeing an average utilization of 30.81% from June 12th through July 12th, 2022, leaving significant room for additional charging. This data implies that the County can grow its current fleet of electric vehicles without an immediate need to grow existing EVCS infrastructure. However, the existing stations may not be located near the intended parking location for many fleet vehicles. In order to address this, the Sustainability Program is currently working to bring in funding for charging stations from various sources and has secured more than \$1M of outside funding to date. The program expects the County's EVCS infrastructure to expand over the next couple of years with 28 planned EVCS installations at the following locations: 1590 Moffett St. (four stations this fiscal year), 1270 Natividad Rd. (two stations this fiscal year), 1331 Sanborn Rd. (two stations- planned), 1410 Natividad Rd. (10 stations- part of the Zero Carbon Resiliency project), 240 Church St. (10 stations- part of the planned parking garage) and the libraries of Castroville, Gonzales and San Lucas. This would significantly increase the County's ability to comfortably and universally expand to the purchase of electric vehicles. If the County adopts a Clean Fleet Purchasing Policy, funding agencies will have assurance that the county is dedicated to the transition to a zero-emission fleet, and the county would qualify for \$100,000 of funding through Central Coast Community Energy.

OTHER AGENCY INVOLVEMENT:

Fleet, PWFP, C/P, Health, ITD, HCD.

FINANCING:

There is no financial impact from receiving this report. It is expected that the adoption of this policy would result in an overall savings to the County.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Prepared by: Ashley Paulsworth, Sustainability Program Manager, x 5344

Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer, Ext. 5145

Attachments:

Draft Clean Fleet Purchasing Policy

Advanced Clean Fleets Regulation Summary



Monterey County

Item No.33

Board Report

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

Legistar File Number: 22-823

September 13, 2022

Introduced: 8/29/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

- a) Receive a presentation on the Clean Fleet Purchasing Policy for the County of Monterey and provide any direction to staff regarding the policy;
- b) Adopt the Clean Fleet Purchasing Policy for all Monterey County vehicles to become effective 1/1/2023; and
- c) Provide other direction to staff as necessary

RECOMMENDATION:

It is recommended that the members of the Board of Supervisors:

- a. Receive a presentation on the Clean Fleet Purchasing Policy for the County of Monterey and provide any direction to staff regarding the policy;
- b. Adopt the Clean Fleet Purchasing Policy for all Monterey County vehicles to become effective 1/1/2023; and
- c. Provide other direction to staff as necessary

SUMMARY:

On October 26, 2021, the Sustainability Program gave a presentation to the Board of Supervisors in response to referral 2021.14 regarding EV charging station (EVCS) accessibility in the County. At that time, staff recommended adopting a Clean Fleet Purchasing Policy along with several other measures, including a recommendation to explore a “reach code” with respect to EV charging at Multi-Family Unit dwellings and the Board recommended that staff explore these concepts further. A “reach code” refers to a local building energy code that “reaches” beyond the state minimum requirements in building design and construction, creating opportunities for local governments to lead the way on clean air, climate solutions, and the renewable energy economy. On November 17, 2021, staff shared information with Department Heads regarding the Clean Fleet Purchasing Policy at the Department Head Meeting. In addition, staff met with and gathered feedback from department heads in ITD, Health, Probation, PWFP, CAO, Fleet, Facilities, Maintenance, and Contracts Purchasing staff in regards to transitioning to an all-electric fleet. Then, on March 24, 2022, the Alternative Energy and Environment Committee received a follow up presentation to referral 2021.14 where two EVCS vendors presented on ownership models and hardware systems so the County could better understand options for fleet transition. Since then, staff has met with other jurisdictions in the Central Coast Region, including the County of Santa Barbara to learn about their fleet electrification process and EVCS deployment strategies to learn best practices and streamline the process. On July 28, 2022, Staff presented a draft Clean Fleet Purchasing Policy to transition the County’s fleet to zero emissions.

vehicles to the Alternative Energy and Environment Committee and the Committee recommended that the County Board of Supervisors adopt the policy.

DISCUSSION:

On August 24th, 2021, the Sustainability Program received a referral requesting that the Sustainability Program Manager assess the existing Electric Vehicle Charging Stations (EVCS) in Monterey County. This referral guided the sustainability department in not only addressing EVCS infrastructure but also in analyzing Monterey County's fleet, and the potential for electrification in line with California's draft Advanced Clean Fleet (ACF) regulations. Consequently, staff is bringing forward a Fleet Electrification Policy for County vehicles today and will be bringing forward recommendations regarding a reach code during this year's building code update.

The (ACF) regulation is part of a statewide strategy to reduce emissions from transportation and to accelerate the market for zero-emission vehicles where feasible. The most immediate impact of this draft regulation is that all state and local government fleets, including county, special district, and state agency fleets, would be required to ensure 50 percent of vehicle purchases are zero-emission beginning in 2024 and 100 percent of vehicle purchases are zero-emission by 2027. There is no clear timeline for when the draft regulation will become final. However, the policy has an implementation start date of 2024, so it can be estimated that the final approval of the regulation will happen in early 2023. The adoption of the proposed Clean Fleet Purchasing Policy now, would allow the County to work on a strategic transition and lead the way as this draft regulation is meant to be adopted shortly. Additionally, it is anticipated that any zero emission vehicles purchased prior to the adoption of this draft regulation would qualify for the 50 percent vehicle purchases needed for the 2024 requirement. The Clean Fleet Purchasing Policy states that all departments and divisions should prioritize the purchasing of zero emission vehicles (ZEV), unless it is deemed infeasible through one of the qualifying exemptions. There are several exemptions including an option for situations where no viable ZEV option is available for purchase in the current vehicle market, or a ZEV does not meet the functional operational requirements to fulfill intended County services, such as: vehicle type, rated towing capacity, maximum required daily mileage exceeds ZEV range, requires specialized outfitting, TCO is more than 10% higher, and EVCS accessibility. At the recommendation of the Alternative Energy and Environment, the EVCS accessibility exemption has been increased in breadth to allow for an exemption in cases where an EVCS is further than ¼ mile away from the intended parking location of the vehicle and it would not be reasonably feasible to charge the vehicle overnight at a county facility. To pursue an exemption for a ZEV purchase, a Clean Fleet Purchasing Policy Exemption Form must be completed and submitted to the Fleet Manager for review and approval. Following an exemption approval, the following options shall be considered in the following order when considering a replacement vehicle to ensure the maximum emissions reductions possible.

- 1) Defer purchasing a vehicle if a ZEV market option will be available and/or infrastructure will be installed in less than three years.
- 2) Lease or purchase a plug-in hybrid electric vehicle if available in the market.
- 3) Lease or purchase a hybrid-electric fuel vehicle if available in the market.
- 4) Lease or purchase an internal combustion engine (fossil fuel, flex-fuel or bio-fuel, ethanol, renewable diesel, etc.) powered vehicle, that has the highest EPA Greenhouse Gas Rating score.

One of the significant benefits counties are realizing from fleet electrification is cost savings. The

Sustainability Program conducted a Total Cost of Ownership analysis for an Internal Combustion Engine (ICE) vehicle compared to a similar Electric Vehicle. During this analysis staff looked at the Nissan Leaf (EV) and Dodge Charger (ICE), estimating an approximate cost savings of \$30,716.86 over the vehicle's lifetime. This cost savings reflects the price of gas at \$5.00 per gallon and the cost of electricity to be \$0.25 per kWh. The Sustainability Program has developed a costs savings calculator reflecting the Total Costs of Ownership (TCO) formula to quickly and accurately find the TCO for any vehicle. This calculator can easily be updated to reflect the most updated gas and electricity prices to ensure an accurate calculation.

The early adoption of the proposed Clean Fleet Purchasing Policy would set an example and lead the way as regulations for all electric and zero emission public fleets are expected in the coming years. The adoption of this policy would provide additional funding opportunities and allow the county to get a head start on transitioning the fleet.

One of the primary concerns raised by Department Heads was a lack of charging station infrastructure. At this time, Monterey County owns and operates at least 16 ChargePoint EV charging ports in the form of eight stations at the following locations: 1441 Schilling Pl., 168 W Alisal St., 1428 Abbot St., and 522 N. 2nd St. These stations are seeing an average utilization of 30.81% from June 12th through July 12th, 2022, leaving significant room for additional charging. This data implies that the County can grow its current fleet of electric vehicles without an immediate need to grow existing EVCS infrastructure. However, the existing stations may not be located near the intended parking location for many fleet vehicles. In order to address this, the Sustainability Program is currently working to bring in funding for charging stations from various sources and has secured more than \$1M of outside funding to date. The program expects the County's EVCS infrastructure to expand over the next couple of years with 28 planned EVCS installations at the following locations: 1590 Moffett St. (four stations this fiscal year), 1270 Natividad Rd. (two stations this fiscal year), 1331 Sanborn Rd. (two stations- planned), 1410 Natividad Rd. (10 stations- part of the Zero Carbon Resiliency project), 240 Church St. (10 stations- part of the planned parking garage) and the libraries of Castroville, Gonzales and San Lucas. This would significantly increase the County's ability to comfortably and universally expand to the purchase of electric vehicles. If the County adopts a Clean Fleet Purchasing Policy, funding agencies will have assurance that the county is dedicated to the transition to a zero-emission fleet, and the county would qualify for \$100,000 of funding through Central Coast Community Energy.

OTHER AGENCY INVOLVEMENT:

Fleet, PWFP, C/P, Health, ITD, HCD.

FINANCING:

There is no financial impact from receiving this report. It is expected that the adoption of this policy would result in an overall savings to the County.

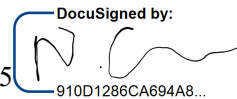
BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

- ☐ Economic Development
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- ☐ Public Safety

Legistar File Number: 22-823

Prepared by: Ashley Paulsworth, Sustainability Program Manager, x 5344

Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer, Ext. 5145

DocuSigned by:

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Attachments:

Draft Clean Fleet Purchasing Policy

Advanced Clean Fleets Regulation Summary

9/7/2022 | 8:57 AM PDT



County of Monterey Contracts/Purchasing Procurement Policy Clean Fleet Purchasing Policy

Effective Date:	Contact:
Revision Date:	Document Status: DRAFT
Audience: General County	

1. PURPOSE

The County of Monterey is a large consumer of goods and services. As such, the purchasing practices of County departments have a significant impact on our environment. By purchasing Electric Vehicles (EV) and other Zero Emission Vehicles (ZEV) the County can remain fiscally responsible while promoting practices that help improve public health and safety, reduce greenhouse gas emissions, and conserve natural resources. According to the National Association of Counties, the most important benefit counties are realizing from sustainability efforts are cost savings. The County has conducted an analysis calculating the Total Cost of Ownership (TCO) for Internal Combustion Engine (ICE) vehicles and EVs, showing significant cost savings over the vehicle's lifetime. This policy, paired with the Environmentally Preferable Purchasing and Practices (EPPP) Policy will accelerate greenhouse gas emissions reduction in support of the County of Monterey's Municipal Climate Action Plan goals.

2. DEFINITIONS

- 2.1. Charging Station Infrastructure:** equipment that connects an electric vehicle to a source of electricity to recharge electric cars
- 2.2. Electric Vehicle (EV):** Fully powered by electricity. These are more efficient compared to hybrid and plug-in hybrids. The electricity used to drive the vehicle is stored in a large battery pack which can be charged by plugging into the electricity grid. The charged battery pack then provides power to one or more electric motors to run the electric car.
- 2.3. Greenhouse Gas Emissions Rating:** reflects vehicle tailpipe emissions of carbon dioxide (CO₂), the most prevalent greenhouse gas (GHG). CO₂ emissions typically constitute 99% of the tailpipe emissions of greenhouse gases. Vehicles that score a 10 are the cleanest.
- 2.4. Hybrid Electric Vehicle (HEV):** The vehicle uses both the internal combustion (usually petrol) engine and the battery-powered motor powertrain. The petrol engine is used both to drive and charge when the battery is empty. These vehicles are not as efficient as fully electric or plug-in hybrid vehicles.
- 2.5. Internal Combustion Engine (ICE):** an engine that generates motive power by the burning of gasoline, oil, or other fuel with air inside the engine, the hot gases produced being used to drive a piston or do other work as they expand.
- 2.6. Plug-in Hybrid Electric Vehicle (PHEV):** Uses both an internal combustion engine and a battery charged from an external socket (they have a plug). This means the vehicle's battery can be charged with electricity rather than the engine. PHEVs are more efficient than HEVs but less efficient than BEVs.
- 2.7. Total Cost of Ownership:** for a vehicle, is a calculation representing the value of the product over its lifetime. This is calculated through the following formula: *manufacturer's suggested retail price +*



lifetime cost of gas/power + maintenance cost - depreciation/salvage value = Total Cost of Ownership. Using this formula with industry standards to determine maintenance costs, and depreciation and salvage value, and \$5.00 for the average price of gas, and \$0.25 as the average cost of electricity per kWh, the TOC for both ZEV and ICE vehicles are determined.

- 2.8. Zero Emission Vehicle (ZEV):** Any mode of transportation that produces absolutely no harmful pollutants (i.e., carbon dioxide and greenhouse gases).

3. POLICY

- 3.1.** It is the policy of the County of Monterey, applicable to all departments and divisions, to reduce vehicle fleet emissions by prioritizing ZEV purchases over comparable vehicles powered by internal combustion engines utilizing fossil fuels, petroleum-based fuels, (gasoline) and other alternative fuels, such as ethanol or renewable diesel. The County of Monterey will support this endeavor through:
- 3.1.1. Purchasing ZEVs, as a first option priority for the County fleet unless it is not feasible because of one or more of the exemptions provided in [Section Four](#) of this policy.
 - 3.1.2. Actively seeking rebates and grants to purchase ZEVs and electric vehicle charging infrastructure
 - 3.1.3. Increasing the installation of electric vehicle charging infrastructure to support the annual purchase of ZEVs
 - 3.1.4. Committing to test, evaluate, and, where feasible, acquire ZEVs for medium and heavy-duty vehicle classes.

4. EXEMPTIONS

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately or are not available at a reasonable price. In those instances where it is deemed impractical to purchase a ZEV a specific explanation for the finding must be included in the purchasing record. Exemptions to purchasing a ZEV include:

4.1. Exemptions for purchasing a ZEV include:

- 4.1.1. No viable ZEV option is available for purchase in the current vehicle market with proven technology from a manufacturer that has a robust track record of producing quality reliable products and provides reasonably sufficient parts and training support;
- 4.1.2. The department can demonstrate that a ZEV does not meet the functional operational requirements to fulfill intended County services, such as:
 - 4.1.2.1. The vehicle type needed for the job is not available as a ZEV (i.e., van, truck, minivan, etc.)
 - 4.1.2.2. Rated towing capacity or payload
 - 4.1.2.3. Maximum required daily mileage or operating hours exceeds the range of a ZEV (typically traveling over 200 miles daily or continuously)
 - 4.1.2.4. Required specialized functionality, utilization, or outfitting
 - 4.1.2.5. The Total Cost of Ownership (TCO) of the ZEV is more than 10% higher than the ICE vehicle the department intends to purchase



- 4.1.2.6. No fueling/ charging infrastructure access for the ZEV is available or is planned to be completed within 12 months of the vehicle purchase within 1/4 miles from the intended parking location of the vehicle, or that location does not meet existing security requirements of the vehicle AND the vehicle cannot be charged at a County facility overnight.
- 4.1.3. To pursue an exemption for a ZEV purchase, a [Clean Fleet Purchasing Policy Exemption Form](#) must be completed and submitted to the Fleet Manager for review and approval. The form can be found in [Appendix A](#).
- 4.2. If an exemption to a ZEV purchase is pursued, the following options shall be considered in the following order when considering a replacement vehicle:
 - 4.2.1. Defer purchasing a vehicle if a ZEV market option will be available and/or infrastructure will be installed in less than three years.
 - 4.2.2. Lease or purchase a plug-in hybrid electric vehicle if available in the market.
 - 4.2.3. Lease or purchase a hybrid-electric fuel vehicle if available in the market.
 - 4.2.4. Lease or purchase an internal combustion engine (fossil fuel, flex-fuel or bio-fuel, ethanol, renewable diesel, etc.) powered vehicle, that has the highest [EPA Greenhouse Gas Rating score](#).

5. ROLES AND RESPONSIBILITIES

5.1. County Departments Responsibilities:

- 5.1.1. Default to purchase a ZEV unless an exception is demonstrated through the [Clean Fleet Purchasing Policy Exemption Form](#) in [Appendix A](#).

5.2. Fleet Manager Responsibilities:

- 5.2.1. Ensure that all non-electric vehicle purchase requests are valid through the [Clean Fleet Purchasing Policy Exemption Form](#).
- 5.2.2. Include the Sustainability department in annual emails to departments with vehicle purchase updates.
- 5.2.3. If purchasing an EV, notify the Sustainability department in order to apply for rebates and incentives.
- 5.2.4. Work with the ZEV dealership to provide adequate training to mechanics and vehicle maintenance staff

5.3. Sustainability Department Responsibilities:

- 5.3.1. Assisting in the consideration of life cycle analyses of emissions.
- 5.3.2. Actively seek grants, rebates, and other financial incentives and funding opportunities to use in purchasing ZEVs and/or implementing electric charging or refueling infrastructure.
- 5.3.3. For each planned ZEV acquisition, the Sustainability Program and the affected Departments/Divisions shall assess operational needs of the vehicle and determine if new fueling infrastructure (EV charger) is needed to support the acquisition. If needed, an assessment of optimal locations of any recommended EV charging stations, optimal type of charger, potential sharing of charger with other vehicles, charger funding and financing options, and anticipated costs and timelines to install an EV charger in support of the vehicle will take place.



6. MONITORING/ REPORTING

- 6.1.** An annual report shall be submitted to the CAO's office outlining the total number of vehicles purchase, the type (EV, ICE, Hybrid, etc.) and the total number of exemptions submitted by department.

EFFECTIVE DATE OF POLICY: This Policy shall go into effect immediately.

Revision History

Date	Editor	Revisions

Appendix A

Clean Fleet Purchasing Policy Exemption Form

<https://bit.ly/CleanFleetExemption>

On behalf of which County Department are you applying a ZEV exemption for?
Please include sub-department, bureau, or division if applicable.

Your answer _____

Please provide the email of the person who should be contacted if there are questions regarding this vehicle exemption.

Your answer _____

What is the reason for exemption? Please reference Section 4 of the Clean Fleet Policy for guidance and applicable exemptions.

Your answer _____

For an exemption, a department can demonstrate that a ZEV does not meet the functional operational requirements to fulfill intended County services. If applicable, Select all that apply.

☐ The vehicle type is not available as a ZEV

☐ Rated towing capacity or payload

☐ Maximum required daily mileage or operating hours exceeds the range of a ZEV (typically traveling over 200 miles daily or continuously)

☐ Required specialized functionality, utilization, or outfitting

☐ The total cost of ownership of the ZEV is more than 10% higher than the ICE vehicle the department intends to purchase

☐ No fueling/ charging infrastructure access for the ZEV is available or is planned to be completed within 12 months of the vehicle purchase within 5 miles from the intended parking location of the vehicle, or that location does not meet existing security requirements of the vehicle

Advanced Clean Fleets Regulation

Accelerating Zero-Emission Truck Markets

Last Updated: June 2022

The following information summarizes the draft Advanced Clean Fleets (ACF) regulation, which is one part of a broader strategy to deploy medium- and heavy-duty zero-emission vehicles (ZEV) everywhere feasible. The regulation is still being developed and is subject to change.

Why do we need the ACF regulation?

The ACF regulation is part of a comprehensive statewide strategy to reduce emissions from transportation to protect public health and meet climate goals including [economy-wide carbon neutrality by 2045](https://www.ca.gov/archive/gov39/wp-content/uploads/2018/09/9.10.18-Executive-Order.pdf) (<https://www.ca.gov/archive/gov39/wp-content/uploads/2018/09/9.10.18-Executive-Order.pdf>). The primary goal of the ACF regulation is to accelerate the market for zero-emission trucks and buses by requiring fleets that are well suited for electrification to transition to zero-emission vehicles where feasible. The regulation would contribute to the goal of achieving the [Governor's Executive Order N-79-20](https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf) (<https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf>) to reach:

- 100 percent zero-emission drayage trucks by 2035
- 100 percent zero-emission off-road vehicles and equipment by 2035, where feasible
- 100 percent zero-emission medium- and heavy-duty vehicles by 2045, where feasible

Which fleets would the ACF regulation affect?

The regulation would apply to fleets performing drayage operations, state and local agencies, federal government agencies, and high priority fleets with at least 1 vehicle with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. operating in California. High priority fleets are defined as an entity with \$50 million or more in gross annual revenue or a fleet who owns, operates, or controls a total of 50 or more vehicles themselves or under common ownership and control. Only vehicles with a GVWR greater than 8,500 lbs. included in this total. The regulation affects medium- and heavy-duty trucks, off-road yard trucks and light-duty mail and package delivery vehicles.

What regulatory concepts are being explored?

Staff are exploring several concepts for manufacturers and certain fleets to begin making a full transition to zero-emission vehicles. The following is a summary of the proposed requirements:

- Manufacturers may only sell zero-emission medium- and heavy-duty vehicles starting 2040.
- State and local government fleets, including county, special district, and state agency fleets, would be required to ensure 50 percent of vehicle purchases are zero-emission beginning in 2024 and 100 percent of vehicle purchases are zero-emission by 2027.
- For drayage fleets, starting 2024, only zero-emission trucks may be added to drayage service and legacy vehicles must be removed from drayage service at the end of their useful life. By 2035, all drayage trucks must be zero-emission.
- High priority and federal fleets must comply with the Model Year Schedule or elect to use the optional ZEV Milestone Schedule to phase in zero-emission vehicles to their fleet:
 - Model Year Schedule: Fleets must only purchase zero-emission vehicles beginning 2024 and must remove internal combustion engine vehicles at the end of their useful life.
 - ZEV Milestone Schedule (Optional): Instead of the Model Year Schedule, fleets may elect to meet zero-emission vehicle targets as a percentage of the total fleet starting with vehicle types that are most suitable for electrification. The proposed schedule is laid out in Table A:

Table A: ZEV Milestone Schedule by Milestone Group and Year

Percentage of vehicles that must be zero-emission	10%	25%	50%	75%	100%
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles	2025	2028	2031	2033	2035 and Beyond
Milestone Group 2: Work trucks, day cab tractors, buses with three axles	2027	2030	2033	2036	2039 and beyond
Milestone Group 3: Sleeper cab tractors and specialty vehicles	2030	2033	2036	2039	2042 and beyond

How will disadvantaged communities benefit from the proposed ACF regulation?

This regulation will accelerate the deployment of zero-emission vehicles and the benefits they offer to communities most impacted by harmful truck emissions. Neighborhoods located near seaports, railyards, warehouses, and distribution centers are disproportionately affected by high truck traffic from medium- and heavy-duty trucks. One aspect of the proposed regulation proposed that by 2035, trucks entering the ports and railyards would need to be zero-emission, which will greatly benefit air quality in neighborhoods surrounding these locations. Nearly half of all the semi-trucks that travel on our freeways will need to be zero-emission by 2035 as well. This regulation will also affect the vehicles that operate directly in our neighborhoods such as delivery trucks, garbage trucks, and utility trucks. This will greatly reduce the harmful impacts of tailpipe emissions and disruptive noise on our streets. And as the demand for zero-emission vehicles increases and new fueling infrastructure is needed, various businesses throughout the zero-emission vehicle supply chain will create new job opportunities.

Can zero-emission trucks save vehicle owners money?

Yes, zero-emission trucks have lower operating costs than conventional trucks which can help offset the higher initial purchase price. These vehicles will also result in lower costs for scheduled maintenance. Today, the total cost of ownership in California may be comparable to conventional trucks for certain duty cycles and applications, without considering available grants or rebates. As components and battery prices fall and technology continues to improve, the total cost of ownership is expected to become more favorable.

The electricity cost to charge battery electric trucks varies based on how fast they charge, the utility rate, and the time of day. A calculator for estimating electricity cost is available at [Battery-Electric Truck and Bus Charging Cost Calculator](https://ww2.arb.ca.gov/resources/documents/battery-electric-truck-and-bus-charging-cost-calculator) (<https://ww2.arb.ca.gov/resources/documents/battery-electric-truck-and-bus-charging-cost-calculator>). In many cases, a fleet owner may have little to zero net electricity cost after.

[Low-Carbon Fuel Standard](https://ww2.arb.ca.gov/our-work/programs/low-carbon-fuel-standard) (<https://ww2.arb.ca.gov/our-work/programs/low-carbon-fuel-standard>) credits are included. Additionally, the operational costs for hydrogen fuel cell electric trucks is expected to decrease as the demand for the fuel increases over time.

Is there funding for purchasing zero-emission trucks?

Yes, several funding programs are available to support the use of advanced technologies. These programs are administered by state agencies, federal agencies, and local air districts. For example, the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) provides point-of-sale rebates to help offset the upfront cost of advanced technologies like fuel cell electric and battery electric vehicles. A list of all vehicles that are currently eligible for funding is available at [California HVIP](https://www.californiahvip.org/) (<https://www.californiahvip.org/>). For more information

about additional funding opportunities, visit [CARB Incentive Programs](https://ww2.arb.ca.gov/our-work/topics/incentives) (<https://ww2.arb.ca.gov/our-work/topics/incentives>) and the [US Department of Energy's Alternative Fuels Data Center](https://afdc.energy.gov/laws/state) (<https://afdc.energy.gov/laws/state>).

Technical and financial assistance for infrastructure is also available through several programs. The California Public Utilities Commission has approved plans for California utilities to support heavy-duty charging infrastructure installation pursuant to [Senate Bill 350](https://www.energy.ca.gov/rules-and-regulations/energy-suppliers-reporting/clean-energy-and-pollution-reduction-act-sb-350) (<https://www.energy.ca.gov/rules-and-regulations/energy-suppliers-reporting/clean-energy-and-pollution-reduction-act-sb-350>). The California Energy Commission is also working to accelerate medium and heavy-duty vehicle infrastructure for both charging and hydrogen refueling. The recently launched [EnergiIZE](https://energiize.org) (energiize.org) program provides energy infrastructure incentives for commercial vehicle fleets.

Where can more information be found?

Information about the draft ACF Regulation and upcoming meetings, workshops, and events is available at the [ACF Website](https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets) (<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>). Information about all medium- and heavy-duty zero-emission regulations, funding, and background can be found at [ZEV TruckStop](https://ww2.arb.ca.gov/sites/default/files/truckstop/zev/zevinfo.html) (<https://ww2.arb.ca.gov/sites/default/files/truckstop/zev/zevinfo.html>).

If you have questions or wish to obtain this document in an alternative format or language, call (916) 323-2927. For TTY/TDD/Speech-to-Speech users, dial 711 for the California Relay Service.



Monterey County

Item No.13

Board Report

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

Legistar File Number: PAR 22-025

September 13, 2022

Introduced: 9/1/2022

Current Status: Agenda Ready

Version: 1

Matter Type: Preliminary Analysis
Report

Receive a preliminary response regarding monitoring of Family and Children Programs and Services.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive a preliminary response regarding monitoring of Family and Children Programs and Services.

SUMMARY:

On August 23, 2022, Supervisors Luis Alejo and Wendy Root-Askew submitted a Board referral No. 2022.18 specifically requesting that:

- The HHHSC Roles and Responsibilities be amended to include "Review and make recommendations for the effective operations of Family and Children's services."
- The Dept of Social Services provide a regular consent agenda report to the HHHSC on the programs and services provided by Family and Children's Services, generated from data provided to the State, with a scheduled presentation on FCS occurring at least twice per year
- The Dept of Social Services provide a regular consent report to the HHHSC on the staffing of Family and Children's Services, including recruitment data.
- The Dept of Social Services provide a yearly report to the Board of Supervisors with a summary of annual programs and services for Family and Child Services and the System Improvement Plan submitted to the State.

DISCUSSION:

The Family & Children's Services (FCS) Branch of the Department of Social Services offers child protective services, foster care services, and adoption services to children and youth in Monterey County. FCS strives to keep all children and youth safe and strives to prevent the occurrence of child abuse and neglect. The California Department of Social Services provides formal oversight of FCS, with local programs administered by the County. The County is committed to protecting confidentiality of FCS cases while also ensuring full transparency and accountability of this exceptionally challenging work.

Other California counties have assigned specific committees with the responsibility to monitor and study the operations of Family and Children's Services to ensure that the systems involved in protecting children and supporting families are effective. In Monterey County the Board of Supervisors Health, Housing, and Human Services Committee (HHHSC) is tasked with reviewing requests and recommendations for policies regarding health and human services issues impacting the County of Monterey. This referral requests that the HHHSC Committee roles and responsibilities be amended to

explicitly include responsibility for monitoring the programs and services of Family and Children's Services.

The Department of Social Services has reviewed the recommendations made and concurs that the HHHSC would be the appropriate venue to receive and consider the aforementioned reports. The recommendations align with the mission and purpose of the HHHSC. Additionally, this venue provides the public and interested parties to more transparently see the operations of this very important work and provide feedback when necessary.

The Department of Social Services will be experiencing a transition in Leadership for FCS and will need approximately 60 days to develop the appropriate reports related to operations and staffing, but will not require any additional staffing or budget to comply with the recommendations.

OTHER AGENCY INVOLVEMENT:

The Department of Social Services has conferred with the County Administrative Office, who concurs with the recommended actions.

FINANCING:

There is no financial impact to the Department or County Operations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This referral will support the Board of Supervisors' Strategic Initiatives by amending the HHHSC Roles and Responsibilities and the provision of receiving regular reports on Family and Children services on the important programs and services provided to vulnerable children and youth in the community.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Lori Medina, MSW, Director x4430

Approved by: Lori Medina, MSW, Director x4430



Monterey County

Item No.

Board Report

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

Legistar File Number: PAR 22-025

September 13, 2022

Introduced: 9/1/2022

Version: 1

Current Status: Agenda Ready

Matter Type: Preliminary Analysis
Report

Receive a preliminary response regarding monitoring of FCS Programs and Services.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive a preliminary response regarding monitoring of FCS Programs and Services.

SUMMARY:

On August 23, 2022, Supervisors Luis Alejo and Wendy Root-Askew submitted a Board referral No. 2022.18 specifically requesting that:

- The HHHSC Roles and Responsibilities be amended to include "Review and make recommendations for the effective operations of Family and Children's services."
- The Dept of Social Services provide a regular consent agenda report to the HHHSC on the programs and services provided by Family and Children's Services, generated from data provided to the State, with a scheduled presentation on FCS occurring at least twice per year
- The Dept of Social Services provide a regular consent report to the HHHSCS on the staffing of Family and Children's Services, including recruitment data.
- The Dept of Social Services provide a yearly report to the Board of Supervisors with a summary of annual programs and services for Family and Child Services and the System Improvement Plan submitted to the State.

DISCUSSION:

The Family & Children's Services (FCS) Branch of the Department of Social Services offers child protective services, foster care services, and adoption services to children and youth in Monterey County. FCS strives to keep all children and youth safe and strives to prevent the occurrence of child abuse and neglect. The California Department of Social Services provides formal oversight of FCS, with local programs administered by the County. The County is committed to protecting confidentiality of FCS cases while also ensuring full transparency and accountability of this exceptionally challenging work.

Other California counties have assigned specific committees with the responsibility to monitor and study the operations of Family and Children's Services to ensure that the systems involved in protecting children and supporting families are effective. In Monterey County the Board of Supervisors Health, Housing, and Human Services Committee (HHHSC) is tasked with reviewing requests and recommendations for policies regarding health and human services issues impacting the County of Monterey. This referral requests that the HHHSC Committee roles and responsibilities be amended to explicitly include responsibility for monitoring the programs and services of Family and Children's Services.

The Department of Social Services has reviewed the recommendations made and concurs that the HHHSC would be the appropriate venue to receive and consider the aforementioned reports. The recommendations align with the mission and purpose of the HHHSC. Additionally, this venue provides the public and interested parties to more transparently see the operations of this very important work and provide feedback when necessary.

The Department of Social Services will be experiencing a transition in Leadership for FCS and will need approximately 60 days to develop the appropriate reports related to operations and staffing but will not require any additional staffing or budget to comply with the recommendations.

OTHER AGENCY INVOLVEMENT:

The Department of Social Services has conferred with the County Administrative Office, who concurs with the recommended actions.

FINANCING:

There is no financial impact to the Department or County Operations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This referral will support the Board of Supervisors' Strategic Initiatives by amending the HHHSC Roles and Responsibilities and the provision of receiving regular reports on Family and Children services on the important programs and services provided to vulnerable children and youth in the community.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Lori Medina, MSW, Director x4430



Approved by: Lori Medina, MSW, Director x4430



Monterey County

Item No.14

Board Report

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

Legistar File Number: PAR 22-026

September 13, 2022

Introduced: 9/6/2022

Current Status: Agenda Ready

Version: 1

Matter Type: Preliminary Analysis
Report

Receive a status report in response to **Board Referral No. 2021.31** seeking to reorganize and consolidate the Housing Authority of the County of Monterey and its subsidiary, the Housing Development Corporation, under one Executive Director, and have the Monterey County Board of Supervisors serve at its new governing board to oversee its operations and implement needed reforms.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a status report in response to **Board Referral No. 2021.31** and:
 - 1) Direct that staff continue to work with the Board of Supervisor's Ad Hoc Committee and the Housing Authority of the County of Monterey in its evolution; or,
 - 2) Direct that staff:
 - i. Proceed with completion of referral based on modifications by the Board; or,
 - ii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or,
 - iii. Rescind referral.
- b. Provide further direction, as appropriate.

SUMMARY/DISCUSSION:

On December 14, 2021, the Board of Supervisors assigned **Board Referral No. 2021.31** to the Housing and Community Department to evaluate options to achieve the Referral's purpose. On December 21, 2021, the Monterey County Board of Supervisors, Housing Authority of the County of Monterey (HACM) and Housing Development Corporation (HDC) held a Joint Special Meeting. During the meeting a report from Housing and Community Development was provided on the history of HACM, and how the interests of the County and HACM intersect. The Board of Supervisors also received a report from the Board of Commissioners of HACM on the status of HACM, current issues and challenges, and options or plans to address those issues and challenges. Following receiving public comments and discussion, the Board of Supervisors provided recommendations to the Board of Commissioners to consolidate the control of HDC under the HACM, with the Executive Director of the HACM serving as the President/CEO of HDC and to conduct an audit of HDC's finances and performance. The Board of Supervisors also appointed Board Members Askew and Alejo to an ad hoc committee to make recommendations on the hiring of the executive director and reform measures. Lastly, the Board directed the Housing and Community Development Department to bring forward other HACM and HDC governance options for the Board to consider. The Board of Commissioners of HACM, and by the Board of Directors of HDC, adopted similar motions evidencing the partnership, collaboration, and shared goals of the three entities.

On December 23, 2021, HDC held a special meeting to consider implementing the restructuring of HDC authorized by the Board of Directors on December 21, 2021 during the Joint Special Meeting by (i) directing the newly created Restructuring Ad Hoc Committee to begin Transitioning All HDC Employees to the Housing Authority of the County of Monterey; (ii) End the Employment Contract of the current HDC President and CEO and transition to regular position under HACM; and (iii) appointing the Executive Director of the Housing Authority of the County of Monterey, or whoever holds that role including on an interim basis, as the new President and CEO of HDC. The HDC staff report of December 23, 2021 is included as Attachment B to this report. The Board of Directors adopted all 11 motions as found on pages 4 and 5 of its December 23, 2021 staff report.

On January 11, 2022, the Housing and Community Development Department presented a preliminary response to Board Referral 2021.31. The preliminary response was accepted by the Board at that time with understanding that recommendations of the ad hoc committee would be presented to the full Board at a later date for its consideration.

On August 19, 2022, the Board of Supervisor's Ad Hoc Committee (Supervisors Alejo and Root-Askew) meet with County staff and HACM's Interim Executive Director Tory Gunsolley to receive a status report on HACM's evolution. During this meeting several matters were discussed including the executive director recruitment, tenant commissioner recruitment, commissioner recruitment, the interim executive director's term, the restructuring of HACM and HDC, and the HDC Assessment prepared by TAG Associates, Inc dated June 24, 2022 (**Attachment B**).

The Interim Executive Director's contract is effective until the end of the year, unless extended. HACM intends to have the position filled by the end of the year and continues to work with its recruiter. In the interim, the Interim Executive Director (ED) is working to fill the vacant tenant commissioner and commissioner vacant seats. It is the Ad Hoc Committee's intent that these seats be filled with individuals that are agents of change. The Interim ED and HACM Board has also suggested that the Chief Financial Officer position be filled upon filling the ED position.

The merger of HDC into HACM has occurred. The result was that HDC employees were terminated and re-hired as HACM employees. The former HDC Executive Director and CFO did not return as HACM employees. To assist in this transition, the Monterey County Board of Commissioners recommended engaging a third party to perform an assessment of HDC and provide recommendations for the future of HDC as an integrated department of HACM. HACM hired TAG Associates, Inc to conduct this assessment. TAG Associates, Inc's report summarizes the overall findings of the assessment and presents information that it believes will help HACM recapture control of its assets and staff.

Considering the actions that have occurred since December, the Ad Hoc Committee and staff believe that HACM continues to make strong moves in addressing community and Board concerns regarding program efficiencies and effectiveness. As such, staff is not presenting further governance options at this time and suggests that ad hoc committee (Supervisors Alejo and Root-Askew) continue to meet periodically with the Housing and Community Development Department and the HACM Interim ED to discuss the options and other reforms before presenting further options to the Board. These

periodic meetings should occur until the executive director position has been filled, or thereafter, to ensure progress continues to be made on achieving the Board Referral's purpose.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Supporting HACM is in align with the Board of Supervisors Strategic Initiatives by enhancing the health and safety of Monterey County residents through the creation of safe and affordable housing opportunities. Also, the County's assistance to support HACM would promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency

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

Prepared and Approved by: Erik Lundquist AICP, Housing and Community Development Director,
x5154

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

Attachment A - Board Referral 2021.31

Attachment B - TAG ASSOCIATES, INC report dated June 24, 2022 regarding HDC Assessment



Monterey County

Item No.

Board Report

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

Legistar File Number: PAR 22-026

September 13, 2022

Introduced: 9/6/2022

Current Status: Agenda Ready

Version: 1

Matter Type: Preliminary Analysis
Report

Receive a status report in response to **Board Referral No. 2021.31** seeking to reorganize and consolidate the Housing Authority of the County of Monterey and its subsidiary, the Housing Development Corporation, under one Executive Director, and have the Monterey County Board of Supervisors serve at its new governing board to oversee its operations and implement needed reforms.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a status report in response to **Board Referral No. 2021.31** and:
 - 1) Direct that staff continue to work with the Board of Supervisor's Ad Hoc Committee and the Housing Authority of the County of Monterey in its evolution; or,
 - 2) Direct that staff:
 - i. Proceed with completion of referral based on modifications by the Board; or,
 - ii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or,
 - iii. Rescind referral.
- b. Provide further direction, as appropriate.

SUMMARY/DISCUSSION:

On December 14, 2021, the Board of Supervisors assigned **Board Referral No. 2021.31** to the Housing and Community Department to evaluate options to achieve the Referral's purpose. On December 21, 2021, the Monterey County Board of Supervisors, Housing Authority of the County of Monterey (HACM) and Housing Development Corporation (HDC) held a Joint Special Meeting. During the meeting a report from Housing and Community Development was provided on the history of HACM, and how the interests of the County and HACM intersect. The Board of Supervisors also received a report from the Board of Commissioners of HACM on the status of HACM, current issues and challenges, and options or plans to address those issues and challenges. Following receiving public comments and discussion, the Board of Supervisors provided recommendations to the Board of Commissioners to consolidate the control of HDC under the HACM, with the Executive Director of the HACM serving as the President/CEO of HDC and to conduct an audit of HDC's finances and performance. The Board of Supervisors also appointed Board Members Askew and Alejo to an ad hoc committee to make recommendations on the hiring of the executive director and reform measures. Lastly, the Board directed the Housing and Community Development Department to bring forward other HACM and HDC governance options for the Board to consider. The Board of Commissioners of HACM, and by the Board of Directors of HDC, adopted similar motions evidencing the partnership, collaboration, and shared goals of the three entities.

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On August 19, 2022, the Board of Supervisor's Ad Hoc Committee (Supervisors Alejo and Root-Askew) meet with County staff and HACM's Interim Executive Director Tory Gunsolley to receive a status report on HACM's evolution. During this meeting several matters were discussed including the executive director recruitment, tenant commissioner recruitment, commissioner recruitment, the interim executive director's term, the restructuring of HACM and HDC, and the HDC Assessment prepared by TAG Associates, Inc dated June 24, 2022 (**Attachment B**).

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The merger of HDC into HACM has occurred. The result was that HDC employees were terminated and re-hired as HACM employees. The former HDC Executive Director and CFO did not return as HACM employees. To assist in this transition, the Monterey County Board of Commissioners recommended engaging a third party to perform an assessment of HDC and provide recommendations for the future of HDC as an integrated department of HACM. HACM hired TAG Associates, Inc to conduct this assessment. TAG Associates, Inc's report summarizes the overall findings of the assessment and presents information that it believes will help HACM recapture control of its assets and staff.

Considering the actions that have occurred since December, the Ad Hoc Committee and staff believe that HACM continues to make strong moves in addressing community and Board concerns regarding program efficiencies and effectiveness. As such, staff is not presenting further governance options at this time and suggests that ad hoc committee (Supervisors Alejo and Root-Askew) continue to meet periodically with the Housing and Community Development Department and the HACM Interim ED to discuss the options and other reforms before presenting further options to the Board. These

Legistar File Number: PAR 22-026

periodic meetings should occur until the executive director position has been filled, or thereafter, to ensure progress continues to be made on achieving the Board Referral's purpose.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Supporting HACM is in align with the Board of Supervisors Strategic Initiatives by enhancing the health and safety of Monterey County residents through the creation of safe and affordable housing opportunities. Also, the County's assistance to support HACM would promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency

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

Prepared and Approved by: Erik Lundquist AICP, Housing and Community Development Director,
x5154

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

Attachment A - Board Referral 2021.31

Attachment B - TAG ASSOCIATES, INC report dated June 24, 2022 regarding HDC Assessment

Attachment A

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**Monterey County Board of Supervisors
Referral Submittal Form**

**Referral No. 2021.31
Assignment Date: 12/14/21**

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 12/10/2021	Submitted By: Luis A. Alejo	District #: 1
Referral Title: Housing Authority of Monterey County Reorganization and New Governance Structure		
Referral Purpose: To reorganize and consolidate the Housing Authority of Monterey County and its subsidiary, the Housing Development Corporation, under one Executive Director, and have the Monterey County Board of Supervisors serve at its new governing board to oversee its operations and implement needed reforms.		
<p>Brief Referral Description: The Housing Authority of the County of Monterey (Housing Authority) was established by the Board of Supervisors on March 1941, as a separate Community Development Commission. On March 24, 1941, the Board of Supervisors appointed the first five-person Commission to oversee the Housing Authority operations. Since the Housing Authority is a fully separate legal entity from the County, the Housing Authority retains authority to appoint its own Executive Director who is responsible for its staffing.</p> <p>While the Housing Authority has its own Executive Director, its subsidiary, the Housing Development Corporation (HDC), has a separate director. The Housing Authority created the HDC in response to HUD's Rental Assistance Demonstration (RAD) Program. The RAD program was an attempt by HUD to attract private capital to upgrade public housing properties by allowing some market rate units to be included in the development and to allow the development to receive housing voucher subsidies with the goal of stabilizing the development finances and improving the quality of housing. Public housing units in the RAD program are technically no longer public housing.</p> <p>There are approximately 4,100 households in Monterey County benefiting from the Housing Authority's housing voucher program. The HDC separately operates approximately 1,077 units of family housing; 292 units of farmworker family housing; 345 units for seniors and other special needs populations; and 56 units of transitional housing (1,770 TOTAL). Separate entities governing programs/voucher and housing units may be ineffective and not best serving local residents. This is the time to potentially reorganize the Housing Authority and HDC under one new Executive Director.</p> <p>As an example, the Los Angeles County Board of Supervisors in 2018 created the Los Angeles County Development Authority by consolidating the Los Angeles County Housing Authority and the Los Angeles County Community Development Commission. The merger was voluntary and placed both under a single Executive Director.</p> <p>There appear to be numerous other concerns listed in the Board of Supervisors complaint letter to the Monterey County Civil Grand Jury dated Nov. 2, 2021 that will require reforms, oversight and implementation by a new governing board under the Board of Supervisors.</p> <p>This referral requests staff present options to accomplish the referral purpose.</p>		

Classification - Implication	Mode of Response
<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>Housing Authority of Monterey County</u>	<input type="checkbox"/> Memo <input checked="" type="checkbox"/> Board Report <input checked="" type="checkbox"/> Presentation
	Requested Response Timeline
	<input type="checkbox"/> 2 weeks <input checked="" type="checkbox"/> 1 month <input type="checkbox"/> 8 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): Housing and Community Development County Counsel	Referral Lead: Erik Lundquist Les Girard	Board Date: 12/14/21
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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:	Original 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 <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:
-------------------------	-----------------	--------------------------

Attachment B

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To: Tory Gunsolley, Interim Executive Director, Housing Authority of the County of Monterey
From: TAG Associates, Inc.
Date: 6/24/2022
Subject: HDC Assessment

The Monterey County Housing Authority Development Corporation (MCHADC aka HDC) was created in 2005 as an instrumentality of the Housing Authority of the County of Monterey (HACM) to undertake its housing development and redevelopment activities. It is a 503(c)3 non-profit corporation whose Board of Directors consists of the same members as the Housing Authorities' Board.

HUD's regulations for Public Housing Authority (PHA) development Affiliates and Instrumentalities is most recently and comprehensively stated in PIH notice 2007-15. The notice defines an "Instrumentality" as "an entity related to the PHA whose assets, operations, and management are legally and effectively controlled by the PHA." An "affiliate" is an entity created by a PHA but where the PHA has a lesser level of control and is therefore considered a third part contractor by HUD. Given that HDC and HACM were fully controlled by Boards that consisted of the same members, HDC is and has throughout since its inception been an Instrumentality according to HUD's notice, which states "the Instrumentality is directed or managed by the same persons who constitute the board of directors or governing body of the PHA or who are employees of the PHA."

During that initial period of 2007-2008, HDC redeveloped 6 properties with Low Income Housing Tax Credits and rental assistance from a combination of Section 8 PBVs, USDA, HOME, and others. Between 2014 and 2016, it redeveloped the Haciendas and Oak Park complexes in phases (4 and 2 phases, respectively), and in 2016 and 2017, it converted 4 developments to RAD. In total, HDC now is the managing member of 17 Limited Partnerships, all of which were former HACM Public Housing, sites belonging to other City PHAs, or Farm Labor Housing sites.

Unlike the typical PHA instrumentality, HDC hired its own staff and was led by its own Executive Director who it appears was able to exercise decision making power which has largely been in a manner independent of the Housing Authority's leadership. In December of 2021, the HDC/HACM and the Monterey County Board of Commissioners held a joint meeting and voted to merge HDC into HACM to remediate what they considered HDC's "unchecked" development activity which was having adverse (financial and operational) impacts on HACM. The result was that HDC employees were terminated and re-hired as HACM employees. The former HDC Executive Director and CFO did not return as HACM employees.

To assist in this transition, the Monterey County Board of Commissioners also recommended engaging a third party to perform an assessment of HDC and provide recommendations for the future of HDC as an integrated department of HACM. This report summarizes the overall findings of the assessment and presents information that we believe will help HACM recapture control of its assets and staff. The assessment focuses on 5 key areas:

1. Shared services
2. Asset management procedures
3. Options for future development
4. Procurement
5. Cash flow projections.

1. SHARED SERVICES

In 2009, the Board authorized entering into a fee-for-service agreement between HDC and HACM. A fee schedule was agreed upon in March 2010 in which a percentage of the costs for Development and Finance staff would be paid from HACM to HDC (total about \$96,000), and HDC would pay HACM for IT, HR, Finance and Executive services (total \$180,000). The costs covered “routine” work, with “special projects” to be billed on a direct cost allocation basis plus overhead markup. There was no inflation factor mentioned. In addition, there was no review to update and refresh assumptions or to test the validity of assumptions used in the fees initially established. It is also unclear what analysis was actually done to determine the exact assessment amount from the outset.

Given that the shared services agreement in place a) may not have been dynamic enough to keep pace with the type of activity that HDC was involved with, and b) is no longer applicable considering that HDC does not have its own staff, it would be beneficial to both HACM and HDC to restructure the agreement. The scope of work should distinguish between core functions of HDC performed by dedicated HACM staff and support functions performed by HACM staff for HDC as well as the Housing Authority itself and other affiliates. The former set would consist of project management, real estate development and asset management functions (as described further in this report). The latter could include direct and indirect overhead and administrative functions such as:

- Personnel Services and Human Resources
- Purchasing services
- Accounting and recordkeeping
- Property maintenance services
- LIHTC certification
- Tenant services
- Office and IT services
- Waitlist services
- Legal compliance services for lease and contract enforcement
- Procurement services
- Executive costs

While it is our understanding that some of the above functions are performed directly for individual properties owned by HDC, any functions that are centralized could be covered under the shared services agreement. Attachment A includes an example of a recent shared services agreement between a Housing Authority and its instrumentality which provides a good illustration of how the scope of services is outlined and defined.

PIH notice 2007-15 allows PHAs to use either a cost allocation or fee-based approach for shared services between PHAs and their Instrumentalities. HACM should consider a fee-for-service structure based on an annual budget which would include the cost of the staff whose jobs exclusively relate to the core functions, as well as an overhead markup to cover HDC’s pro-rata share of the support and overhead cost. The advantage of this percentage-based split versus an ongoing cost allocation methodology is that it is easier to implement and maintain and less susceptible to errors which may result in audit findings. The percentage share could be determined based on an assessment of a projection of actual costs and time spent by HACM over past 3-5 projects. TAG has performed these analyses in the past, for example, to estimate how much time staff was spending on self-developed projects to determine a percentage of developer fees earned by the affiliate to be used to reimburse the Housing Authority.

2. ASSET MANAGEMENT FUNCTION / PROTOCOL.

HDC appears to have transitioned into an asset management entity more than a development one. In total, 5 former HDC employees were rehired. These 5 employees cover the following positions and functions: Director of Housing Development, Construction Project Manager, and three Development Analysts. The Director is now the head of the Development department and has taken all coordination and decision-making responsibilities previously held by the HDC Executive Director, but now under the direction of the HACM E.D.. The Construction Project Manager has temporarily stepped into the role of Construction Manager, although it is expected that the CM position will be filled in the near future. When HDC was heavily active in development, the Analysts assisted with tax credit applications, facilitating the due diligence process of lenders and investors, and construction administration. However, as the development pipeline winds down, it does not appear that all staff have a full workload. This may be more a function of uneven work distribution and misplaced knowledge base than lack of tasks to be accomplished. There are two areas where HACM could benefit from enhanced capacity either through new positions or training for current employees: finance and capital planning.

Finance: The HACM Finance department has had vacancies in the CFO position for some time and a high rate of turnover. This has exacerbated (and perhaps was caused by) the already-fraught relationship between HACM and HDC and the perceived lack of transparency regarding HDC's financials and decision-making on the part of HACM. Since HDC's transition, development staff have been working with the Finance Department to address items that had been left outstanding or unresolved, and to reconstruct the financial analysis and reporting procedures that were previously carried out by HDC leadership who is no longer there. HACM should consider focusing on increasing the capacity of the Finance Department through joint training on asset management, financial monitoring, budgeting and reporting best practices. Once this expertise is built up, we recommend that the Finance Department take over the financial reporting responsibilities at each property. As an example of what is required, we have summarized all investor reporting requirements for Haciendas III in Attachment B.

Capital Planning: HACM does not have its own staff or department dedicated to capital planning and capital work. Capital work at the properties appears to be reactive rather than proactive and led by the construction administration staff who will now have more time available as development slows down. With several of the sites approaching their 10th year since their rehab, it will become more and more important to develop capital strategies and budgets for each site and develop a plan to secure their long-term livability. A first step could be to obtain Physical Needs Assessments to establish a baseline of current conditions and project future needs across the portfolio. The construction administration, quality control, and vendor management expertise that HDC was in the process building can be re-directed to capital planning efforts for the existing portfolio.

Interviews with current staff revealed that while the new structure under HACM leadership has led to greater cooperation and accountability, there is still a lack of clearly-defined processes, policies and guidelines. Overall, HACM could benefit from drafting an overall asset management protocol to guide its core responsibilities and control processes. The protocol should outline monthly, quarterly and annual reviews covering:

- In-person physical conditions assessments
- rent and occupancy procedures
- Resident concerns such as rent collection, safety, fair housing
- overall management assessments including LIHTC compliance, property operations, reporting, budget management, staffing.
- Financial management based on specific benchmarks

We have included an example of such a policy for monitoring and evaluating privately managed assets in Attachment C.

3. OPTIONS FOR FUTURE DEVELOPMENT

There is currently only one project under construction and no concrete or actionable plans for future developments. All previous public housing assets for which HACM had control have been converted and/or redeveloped. A second phase of Parkside was planned but is delayed due to disagreements with HACM's other entity, MCHI, a CHDO which operates largely independently of HACM as HACM does not have controlling membership of the Board of Directors. Since HDC had not made significant efforts to acquire sites for a new pipeline, HACM can tap into some existing resources for future development: its Faircloth units and LPs whose tax credit compliance period is ending.

Faircloth Units: Faircloth Limit (from the 1998 Faircloth Amendment to the Housing Act) is the maximum number of public housing units that a PHA can have. Housing Authorities are allowed to bring back units that were taken offline after 1999 for reasons other than RAD or Section 18 and request that HUD reactivate their ACC subsidy. The Housing Reform Act also allowed certain previous ACC units to be "bankable" by the PHA such as those not replaced under HOPE VI or those that were part of an approved HUD replacement plan. HACM has a Faircloth allowance of 208 units. HACM may want to establish a strategy to bring those units back and place them in new developments. While the ACC subsidy will most likely be set too low to make it financially feasible, HACM can pursue either a RAD conversion or convert them to HCVs with the intent of having them structured as PBVs by pursuing an agency-wide voluntary conversion.

Faircloth-to-RAD conversion: HUD has recently introduced a streamlined process for Faircloth-to-RAD conversions. It involves first notifying HUD's Recapitalization office, who then allocates RAD authority and issues a Notice of Anticipated RAD Rents (NARR). This NARR is similar to a CHAP as it provides a reliable estimate of what the rents will be after conversion. HACM would then proceed to submit a combination of the RAD financial plan requirements and the Mixed Finance proposal requirements through the Recap Office. Recap coordinates a streamlined review of both the RAD and Mixed Finance requirements and assigns a RAD Closing Coordinator. The closing is considered a Mixed Finance closing but HUD issues a RAD Conversion Conditional Approval to give comfort to underwriters in using the RAD rents. The RAD conversion takes place after the units are complete, along with the project's conversion to permanent finance. One drawback of this option is that since the units are considered "new", the RAD rents tend to be lower than the legacy RAD rents, and they are not eligible for the RAD/Section 18 blends.

Voluntary Conversion: Alternatively, HACM may consider pursuing a voluntary conversion which means closing out its Public Housing program, which it appears is already ended in practice, through a Streamlined Voluntary Conversion. This option is available to PHA with less than 250 Public Housing Units. HACM would need to first bring back the Faircloth ACC units. One way to accomplish this is to plan a series of mixed PBV or LIHTC-only projects with ACC units such that the non-ACC units can leverage debt. Once all units are back online, HACM can pursue a voluntary conversion which converts all remaining Public Housing units to HCVs which can then be converted if desired to PBVs.

LP Acquisitions: HDC had already acquired two of the Limited Partnerships which reached the end of their compliance period, and there are four more with upcoming ends which provide a refinancing opportunity:

- Rippling River (Already acquired): 70 units. Compliance period ends in 2025. Mortgage matures on June 1st 2024 and \$2.2 million will be due.
- Monterey Affordable (Already acquired): 52 units. Compliance period ends in 2024. Appears to not have sufficient income to make required debt payments. Loan matures in 2039.
- Tynan Village: 171 units. Compliance period ends in 2024. Loan matures in 2044.
- Benito FLC: 73 units. Compliance period ends in 2024. Mortgage matures on August 1st 2024 and \$1 million will be due. Investor's capital account was positive as of the end of 2020 which implies no exit tax liability.
- Benito Affordable: 70 units. Compliance period ends in 2024. Loan matures in 2044.
- Fanoe Vista: 44 units. Compliance period ends in 2024. No must-pay debt. Investor's capital account was positive as of the end of 2020 which implies no exit tax liability.

Acquisition from Local Agencies: Under a recent amendment to the California Surplus Land Act, local agencies with Surplus Land (i.e. land no longer necessary for the Agency's use) are required to issue a notice of availability to dispose of the land to local public agencies within their jurisdiction. The issuing Agency is required to engage in good faith negotiations with parties submitting proposals for residential development with at least 25% of units available to low- and moderate-income households. Although there is no requirement to accept a purchase price below market value, in the case where there is more than one proposal, the Agency is required to give priority to the one offering the greatest number of affordable housing units or deeper affordability if the number is the same. Agencies can bypass this process under the Surplus Real Property Act by directly selling the property to nonprofits formed "exclusively to provide housing facilities for persons and families of low or moderate income." HDC therefore is well-positioned to pursue the opportunities created by this Act. Proposed developments could include Faircloth units as explained above. Additionally, HDC may consider partnerships with private developers. HDC's contribution could be the land in exchange for a share of developer fee and cash flow, while the third-party developer provides development guarantees and takes on the risk. HDC could take a position in the long the ownership structure of the project or become the sole and managing member if the developer is persuaded to leave the project after it is complete.

4. PROCUREMENT

The notice states as far as HUD is concerned, an Instrumentality "assumes the role of the PHA and is the PHA under the public housing requirements for purposes of implementing public housing development activities and programs" meaning that it "must abide by the public housing requirements that would be applicable to the PHA." The notice specifically mentions that the Instrumentality must abide the same procurement requirements as the PHA. At the same time, this is also why the PHA can select the Instrumentality to perform development services without being formally procured. However, it appears (although it is still to be confirmed) that HACM no longer receives or holds any Public Housing funds, which would mean that it is not necessarily subject to Public Housing Procurement rules. TAG was provided with a recently proposed Procurement policy for HACM and prior HDC Procurement Policy. Attachment D includes a summary of the key terms of the new proposed policy and highlights they differ from HDC's. Overall the differences were mainly administrative.

A future HDC policy should mirror the updated HACM policy while amplifying requirements for non-federally-funded solicitations. For procuring third party developers, HDC should consider procuring them under a two-step process where the first step is issuing a request for qualifications (RFQ) rather than Requests for Proposals (RFPs). Under an RFQ process, HDC would be able to prequalify a pool of developers and then proceed to step two by issuing RFPs for specific projects. This provides HDC with a fair and transparent method which can avoid having to commit to a low bid from an inexperienced or otherwise less qualified Developer.

Lastly, although a formal procurement of lender and investors by an instrumentality is not required by HUD, HDC could benefit from also establishing internal outreach and selection guidelines that generate competition for future projects. TAG reviewed the financing of three sample projects and found for two of them that both debt and equity terms appear below-market for the time in which the projects were funded (see Attachment E). From our assessment, it seems HDC may have accepted financing terms that were below market in order to do business with partners they were already familiar with. Our understanding is that there was no internal protocol by which HDC selected equity and investors.

5. CASH FLOW ANALYSIS

As of this writing there was no audited statement of cash available to HDC. HACM and HDC had not completed audited financials since 2019. At HACM's request, TAG performed a review of the distributable cash flow projections for the entire HDC LP portfolio based on the 2020 audited financials of each entity and additional information from HACM's finance department. A summary of the combined cash flow projections is included in Attachment F. As of the end of 2021, HDC had outstanding deferred developer fees in 9 of the 17 developments totaling \$4.6 million due to HDC. Based on a projection of income and expenses, we estimate that in total, combining payments of deferred developer fee, partnership management fees, and payments on any soft loans, HDC may have received a \$4.5 million in 2020 and 2021 combined, and can be expected to receive from \$1.3 million to \$1.9 million per year over the next 5 years.

Summary of Recommendations:

1. Update the Shared Services agreement between HABC and HDC.
2. Develop asset management capacity in finance and capital planning through written protocols.
3. Explore Faircloth as a way to develop new units.
4. Acquire limited partnerships with expiring compliance periods.
5. Discuss improved reporting with auditor as it relates to identifying distributable cash flow.

ATTACHMENT A: SAMPLE CONSULTING AND SHARED SERVICES AGREEMENT

This Consulting and Shared Services Agreement (this "**Agreement**") is made as of the ____ day of ____, 2021 between the Housing Authority, a public body corporate and politic (the "**Authority**"), and Housing Management Company, a limited liability company (the "**Company**").

PREAMBLE

A. The Company was established to manage affordable housing properties and related activities within the City, among other purposes.

B. The Company intends to enter into contracts to serve as the property manager of certain low-income affordable rental communities located in the City (collectively, the "**Developments**").

C. The Authority has office space, computers, supplies and similar equipment and employs skilled individuals involved in the provision of accounting, legal, housing and tenant services, property management, insurance, and other services.

D. The Company requires office space and equipment, as well as trained individuals to provide the management services it is to perform in respect of the Developments.

E. The Company and the Authority recognize the value to be derived through a cooperative agreement under which the Authority will make available certain personnel together with office space, technology, and supplies to provide certain services to the Company, all upon the terms and subject to the conditions set forth herein.

AGREEMENT

In consideration of the mutual promises set forth herein and with the foregoing recitals hereby incorporated, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Scope of Services. Upon the terms and subject to the conditions of this Agreement, the Authority and the Company agree that the Authority will provide to the Company the expertise, staffing, office space, technology and supplies, set forth in Section 2 of this Agreement (the "**Services**").

2. Services to be Provided by the Authority. The Authority shall provide the following Services on behalf of the Company, provided, however, that if the performance of any of the Services is outside the scope of experience or expertise of the Authority's personnel, the Authority shall promptly notify the Company of its lack of ability and capacity to complete those specific Services.

(a) Personnel Services; Activity Reports. The Authority shall provide qualified personnel, including property management and maintenance personnel, to perform all of the Services required by this Agreement, including any Specialized Services provided in accordance with Section 3 hereof. The Authority shall be responsible for hiring such employees, directing

work of employees, maintaining employee records, payment of employee compensation (including, as applicable and without limitation, withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits), and complying with all applicable employment laws. The Authority shall cause its personnel to maintain activity reports or such other documentation necessary to account for all time and resources spent in performance of the Services and any Specialized Services, including the nature of the task and Development name and type.

(b) Accounting and Recordkeeping Services. The Authority shall provide accounting and recordkeeping services including but not limited to:

(i) establishing and maintaining the books and records for the operations of the Company and of the Developments, including accounts receivable, accounts payable, bank accounts, payroll processing, budgeting, tax filings and returns, and state and local filings and returns;

(ii) preparing reports, including rent collection, rent delinquency, financial statements, budget variances, and operating reports; and

(iii) assembling and retaining all contracts, agreements, accurate as-built plans and other records and data as may be necessary to carry out the Company's functions. Without limiting the foregoing, the Authority will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will make application for appropriate exclusions from the capital costs of the Developments for purposes of real property ad valorem taxes.

(c) Purchasing Services. The Authority shall provide account services including coordination of the acquisition and maintenance of necessary supplies, equipment, and materials needed for the day-to-day operation of the Company and of the Developments.

(d) Maintenance Services. The Authority may provide maintenance services including maintenance and preventative maintenance on both the interior and exterior areas of the Developments.

(e) Project Management Services. The Authority may establish and implement appropriate administrative and financial controls for the management of the Developments, including but not limited to:

(i) negotiation and administration of any contracts on behalf of the Company and/or the Authority, as the case may be;

(ii) providing low income housing tax credit services for the Developments, including tenant employment verification, income verification, tax credit certifications, tax credit reporting, maximum rent calculations, and tax credit record maintenance; and

(iii) furnishing such consultation and advice relating to the Developments as may be reasonably requested from time to time by the Company.

(f) Tenant Services. The Authority may provide tenant services for the Developments, including without limitation application intake, applicant interviewing and screening, verification procedures, determination of eligibility for admission, qualification for preferential admission, tenant records and file maintenance, unit assignment, preparation and enforcement of leases, and tenant counseling.

(g) Office Services. The Authority shall provide office services including clerical, mailroom, copy, facsimile, and e-communication services.

(h) Information Services. The Authority shall provide information services including computer and information processing services.

(i) The Authority shall provide such management, executive services, personnel and staffing, marketing of units, maintaining a site-based waiting list, applicant rejections, collecting and accounting for rents, collecting, depositing and reimbursing security deposits, conducting unit inspections, conducting orientation sessions, performing re-determinations of eligibility and income re-certifications, administering the tenant grievance procedure, and complying with income tiering requirements as required.

(j) Legal Compliance Services. The Authority shall take all reasonable steps to enable the Company and the Developments to comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter the "**applicable laws**") of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services Offices having jurisdiction in the county in which the Developments are located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage.

(k) Office Space. The Authority shall provide office space, letterhead, telephone equipment, computers and other necessary supplies to the Company.

3. Specialized Services to be Provided by the Authority upon Request and Mutual Agreement. Upon reasonable notice and at the request of the Company, the Authority from time to time may agree to provide any of the following services (the "**Specialized Services**") on behalf of the Company, provided, however, that if the performance of any of the Specialized Services is outside the scope of experience or expertise of the Authority's personnel, or is otherwise impracticable, the Authority shall promptly notify the Company of its lack of ability and capacity to complete those Specialized Services, and the Authority shall have no obligation to provide such Specialized Services.

(a) Procurement Services. The Authority may procure consultants and other professional services necessary to manage the Developments.

(b) Financing Services. The Authority may advise the Company as to federal, state, and local subsidy programs available for the Developments; assist the Company in

identifying sources of financing for the Developments; and negotiate the terms of such financing with lenders.

(c) Other Services. The Authority may perform and administer any and all other services and responsibilities of the Company which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the Services and/or Specialized Services described herein.

4. Fee.

(a) Except as otherwise provided herein, the Company shall pay the Authority for the Services and any Specialized Services at the hourly rate (the "**Fee**") of the person providing such Services or Specialized Services on behalf of the Authority:

<u>Experience Level</u>	<u>Rate</u>
Management	\$150.00 per work hour
Administrative	\$55.00 per work hour
Maintenance	\$70.00 per work hour

(b) Beginning on the first new Authority fiscal year following the date hereof and on each anniversary thereafter, the Fee charged at each experience level shall be increased by three percent (3%).

(c) The Authority shall provide the Company with a monthly invoice within fifteen (15) days following the end of every month containing the total Fee and a detailed list of the hours worked for the Company for the prior month at each experience level (each, an "**Invoice**"). The Company shall remit payment to the Authority for the Fees in the total amount contained on any Invoice within thirty (30) days following the receipt of such Invoice.

5. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Authority shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all contracts, except for such matters as may be expressly delegated in writing to the Authority by the Company;

(b) Making any expenditure or incurring any obligation by or on behalf of each respective Development involving a sum in excess of \$25,000, or involving a sum of more than \$5,000 where the same relates to a component part of any work the combined cost of which exceeds \$25,000, except for such matters as may be otherwise expressly delegated to the Authority by the Company; or

(c) Expending more than what the Authority in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of, or otherwise in connection with, the Developments.

6. Accounts and Records.

(a) The Authority shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of management and expenditures of funds. The Authority shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Developments prior to completion. All accounts and records relating to the Developments, including all correspondence, shall be surrendered to the Company upon demand without charge therefor.

(b) The Authority shall cooperate to facilitate the timely preparation of such reports and financial statements as the Company is required to furnish pursuant to its duties with respect to the Developments.

(c) All books and records prepared or maintained by the Authority shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Company or any representative or auditor thereof or supervisory or regulatory authority.

7. Representations and Warranties.

(a) Each party represents and warrants to the other party that:

(i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of the State of Florida;

(ii) it has the full right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations hereunder;

(iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(iv) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) The Authority represents and warrants to the Company that:

(i) it shall perform the Services and any Specialized Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(ii) it is in compliance with, and shall perform the Services and any Specialized Services in compliance with, all applicable laws.

8. Default and Remedies. If either party shall default in any material respect in the performance of any of its covenants or obligations under this Agreement and such default shall continue unremedied for a period of 60 days after written notice thereof from the non-defaulting party, the non-defaulting party may terminate this Agreement.

9. Notices. All notices, consents, requests, demands and other communications required or permitted under this Agreement: (a) will be in writing; (b) will be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or telefacsimile or e-mail (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and (c) will be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (i) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (ii) a receipt generated by the sender's telecopier or computer showing that such communication was sent to the appropriate number or e-mail address on a specified date, if sent by telefacsimile or e-mail. All such communications will be sent to the following addresses or numbers, or to such other addresses or numbers as any party may inform the others by giving five business days' prior notice:

((Redacted))

10. Term; Termination. This Agreement shall be effective as of the date first written above and shall continue until either party terminates this Agreement, upon ten days written notice to the other party.

11. Independent Contractor. The parties agree that the Authority is an independent contractor and its personnel are employees of the Authority and shall not be deemed to be and shall not hold itself out as an agent, joint venturer, legal representative or employee of the Company.

12. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (c) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (d) shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Florida, without regard to its conflict of laws principles; and (e) shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach or violation hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

ATTACHMENT B

Housing Authority of the City of Monterey

Haciendas III Residential Investor Reporting Requirements

Report	Frequency
Certified rent roll showing current occupancy and date each unit was qualified	Due by the 10 th of each calendar month
Number of applications under review and/or approved but not moved in	
Monthly occupancy report (if project fails to maintain >90% occupancy for the previous quarter)	
Statement of income & expenses	
An operating statement	
Accounts receivable/payable	
Check register	
First Year tenant files -to be provided electronically to the Special Limited Partner showing compliance with all regulations and procedures relating to the operation of the Project as a qualified Tax Credit Project	-The greater of the first 10% or 5 files are due as they become qualified -At qualified occupancy, the balance of the files are due within 30 days of the date of qualified occupancy
Quarterly Status Report and Financials -commencing with the start of the lease-up, a report showing financial and operational performance	Due within 30 days of the end of the quarter Quarter 1: April 30 Quarter 2: July 31 Quarter 3: October 31 Quarter 4: January 31
Signed quarterly status report-all questions answered	
Copies of Real Estate Tax Bill and evidence of payment	
A rent roll for each month in the quarter	
Income statement	
Balance sheet	
Operating and Replacement Reserve Bank Statements for all 3 months of the quarter	
Detailed explanation of any variances from the budget submitted to CREA	
Any other pertinent information regarding the Partnership and its activities as may be requested by the Special Limited Partner	

Report	Frequency
Monthly Financial Statements- A copy of the prior month's financial operations of the property, including DSCR calculation before reserves* *Required only if the project did not maintain above 1.0 DSCR with replacement reserves for the previous quarter	Due by the 15 th of each month
Audited Financials and Tax Returns (with K-1's) of Partnership Copies of tax returns and reports Financial statements on a year over year comparable basis for the Partnership (including balance sheet, statements of income, equity and changes in financial position) Cash flow statement Statement and reconciliation of each Partner's Capital Account Statement of the tax basis for the computation of the Tax Credits and depreciation deductions Depreciation schedules for the current and all future years and a depreciation worksheet	Drafts- within 30 days after year end Final versions- within 75 days after year end Engagement Letter with CPA at least 60 days prior to year end
Audited or Certified Financials and Tax Returns of General Partner and Guarantors- current audited financial statements of GP and each guarantor entity, or certified personal financial statements if the guarantor is an individual, and, upon written request of the SLP, updates to the same on a quarterly basis	Within 120 days after year end
Operating Budget- Projected annual operating and capital improvements budget including: Account numbers for the following year Separate breakout of projected rents used for rental income in the budget Proposed repairs and capital improvements for the upcoming year Proposed use of replacement reserves	Due at least 30 days prior to year end
Annual Owner Certification, and Periodic Reports required by project lenders or governmental agencies	
Certification by the GP to the LP, in the same scope and manner that it is required to certify to the applicable State Housing Finance Agency, that the Partnership is in compliance with all regulations and procedures relating to the operation of the Project as a qualified Tax Credit project	At the same time such certification or report is filed with the Governmental Agency or delivered to the Project Lender

A copy of any periodic financial or performance report provided by the Partnership to any federal, state, or local governmental agency or to any Partnership lender, or any compliance monitoring report provided to the State Housing Finance Agency	
Permanent Insurance Policies	See Appendix VI of LPA

ATTACHMENT C: SAMPLE ASSET MANAGEMENT PROTOCOL

Management Review Scope
Property Management
The Project
DRAFT

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Physical Condition					
Building exterior and grounds condition	Determine if building exterior and grounds are being maintained in acceptable condition.	Meets UPCS and Housing Authority standards	· Walkthrough inspection of building exterior(s) and grounds	Monthly	· R&O § 3(a)(1)
Unit condition (Quarterly)	Determine if PH units are being maintained in acceptable condition.	Meets UPCS and Housing Authority standards	· Inspection of 2-3 PH units	Quarterly	· R&O § 3(a)(1)
Unit condition (Annual)	Determine if PH units are being maintained in acceptable condition.	Meets UPCS and Housing Authority standards	· Inspection of 3-5 PH units	Annual	· R&O § 3(a)(1)
Maintenance/Capital Planning					
Maintenance Requests	Determine if work orders are being properly prioritized as emergency/non-emergency.	Emergency and non-emergency work requests identified on all work orders.	· Work order reports · Sampling of open and closed work orders from review period.	Quarterly	· R&O, §3(a) · Mgmt Plan §2.10(c)
Work Order Management	Determine if work order processing is in accordance with PHAS standards and requirements of agreements and Housing Authority.	Work orders responded to within one (1) day.	· Work order reports · Sampling of open and closed work orders from review period.	Monthly	· Mgmt Plan §2.10(c)
		Work orders opened and closed in AS400 on timely basis.	· Work order reports · Sampling of open and closed work orders from various periods of year	Quarterly	· R&O, §3(g) · Mgmt Plan, §2.3(a)
Communication access for hearing impaired.	Determine if management office has way to communicate with hearing-impaired residents by telephone.	Site maintains communication access for hearing-impaired residents (TTD/TTY or call relay).	· Written disabled access policies and procedures · Ask staff about procedures	Annual	· R&O § 3(a)(1)
Grounds Maintenance	Insure that site management has adequate system in place to schedule and track routine grounds maintenance.	Site has plan and schedule to perform regular maintenance of grounds.	· Grounds maintenance plan and schedule	Annual	· Mgmt Plan, §2.3(a) · R&O, §3(a)(1)
Fire Safety, Security and Loss Prevention	Insure that fire, safety, and emergency systems are being regularly inspected	Inspections of unit fire alarm systems performed annually and during maintenance calls.	· Inspection schedule · Management inspection checklist	Annual	· R&O § 3(a)(1)
	Insure that any deficiencies found have been corrected or are on schedule for correction	Completion of required corrective action or compliance with schedule for corrective action	· Site maintenance inspection checklist or report or third party inspection report · Completed work order for correction · If third party report, letter or certification from third party of corrective action completed · Inspections of building exteriors and grounds, community building, and other interior common areas	Annual	· Mgmt. Plan, §2.10 · R&O § 3(a)(1)
Capital Needs Assessment	Insure that capital needs planning is in place and adequate.	Site has up-to-date plan for capital replacement	· Current capital needs plan and schedule	Annual	· Mgmt. Plan, §2.10 · R&O § 3(a)(1)
		Site has sufficient reserves to meet capital replacement schedule	· Current capital needs plan and schedule · Reserve account statements · Income and expense variance report for year showing replacement reserve contributions scheduled and made	Annual	· Repl Res Escrow Agmt, §3
Renting Policies and Procedures					
Marketing and Rental Practices	Confirm that management is maintaining the required mix of PH and Non-PH Units.	Correct number of PH units and bedroom sizes; number of Additional Tax Credit, and Market Rate units.	· Annual Owner Certification · Tenant roster/resident listing · Current Property Info Sheet	Monthly	· R & O, Preamble · R & O, §2(a)
	Verify that fair housing standards are being followed in marketing to public housing residents.	No resident rejections based on unfair marketing practice.	· AS400 Move-In and Move-Out Report · Resident files for last five applicants who rejected units.	Annual or as needed	· R & O, §10(l) · Mgmt Plan, §2.6

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Vacancy Management	Determine if vacancy rate and vacant unit turnaround meet Housing Authority performance goal.	Development maintains turnaround of 20 days or less (PHAS "A" score).	· Management vacancy report for review period showing vacancies · AS400 Vacant Units Report	Monthly	· Mgmt Plan, §2.3(b)
	Determine if there have been any vacancies over 60 days for which the Housing Authority may recapture subsidy.	No vacancies in public housing units over 60 days.	· Management vacancy report for review period showing vacancies · AS400 Vacant Units Report	Annual or as needed	· R & O, §4(b)(viii) · R & O, §7(d)
	Determine if vacancies are being accurately tracked and reported.	Accuracy and completeness of vacancies reported	· AS400 Vacant Units Report for review period. · AS400 Move-In and Move-Out Report · Management vacancy report for year showing vacant days · Sample of files for reported move-outs and corresponding move-ins	Monthly	· R & O, §3(a)(l) · R&O, §7(c)
	Determine if move-outs are being processed correctly	· All necessary move-in documentation placed in resident file: - Notice of intent to vacate from resident or lease termination or eviction notice - Move-out inspection - Security deposit refund record (if applicable) - Record of any rent or charges owed after move-out - For Intertransfers to another Housing Authority unit, approved request for transfer · For intertransfers out, resident file sent to receiving site	· Resident files for last five move-outs	Quarterly	· R & O, §3(a)(l)
Applicant Selection and Rejection	Determine if site Waiting List is being properly maintained.	List maintained by bedroom size, preference category and date/time of application.	· Waiting list · Random sample of 5-10 applicant files.	Quarterly	· Mgmt Plan §2.5(c)(2)
	Determine if site Waiting List has sufficient number of applicants.	Sufficient number of applicants to fill existing vacancies and vacancies anticipated over next 120 days.	· Waiting list · Past year vacancy data	Quarterly	· Mgmt Plan, §2.3(b)
	Determine if PH residents are being properly selected in accordance with the Resident Selection Plan.	Applicants notified to complete application 90-120 days before anticipated vacancy.	· Random sample of 5-10 recent applicant files	Quarterly	· Mgmt Plan §2.5(c)(3)
		Applicants meet all PH eligibility requirements.	· Random sample of 5-10 recent applicant files	Quarterly	· R&O, §3(d)(ii) · Mgmt Plan §2.5(e)(1)
		Applicant preference correctly determined, including consideration of mitigating factors, and properly documented.	· Random sample of 5-10 recent applicant files	Quarterly	· Mgmt Plan §2.5(f)
		Applicants properly screened for all criteria as stated in Resident Selection Plan; applicants failing screening withdrawn.	· Random sample of 5-10 recent applicant files	Quarterly	· Mgmt Plan §2.5(g)
	Determine if new move-ins are being properly processed and documented.	· All move-ins documented: - All required certification documentation - Documentation of all screening steps - Lease, public housing lease addendum and attachments - If resident transferred from another Housing Authority unit, approved request for transfer and resident file from previous development · Resident files for intertransfers in received by site	· Resident files for last five move-ins	Quarterly	· R & O, §3(a)(l) · Mgmt Plan, §2.2

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Lease Violations and Evictions	Determine if cases of resident non-payment and other lease violations, especially One Strike violations, are being diligently pursued in accordance with Housing Authority policies and regulations.	Leases enforced in a diligent and expeditious manner.	<ul style="list-style-type: none"> · Site legal/lease enforcement log · Resident files for residents undergoing lease enforcement action · AS400 Vacant Units Report/Move-In and Move-Out Report · Management vacancy reports 	Monthly	· Mgmt Plan §2.9(b)
		Proper notices sent in proper form.	<ul style="list-style-type: none"> · Sample of 3-5 current resident files: Lease enforcement notices and notices of conference rights 	Quarterly	· Mgmt Plan §2.9(d) · R & O, §3(a)(l)
	Determine if site manager is communicating with Housing Authority Legal about lease enforcement and court action.	Site management and outside counsel sends lease enforcement and eviction to Housing Authority Legal Department: <ul style="list-style-type: none"> · Notice of lease termination · Grievance notices and decisions · Notices of court hearings · Set-out notices 	<ul style="list-style-type: none"> · Site legal/lease enforcement log · Weekly memorandum from Housing Authority Legal Dept. · Housing Authority Legal Dept. files 	Monthly	· R&O, 3(g) · R&O, §7(c)
Grievance Procedure	Determine if site is properly processing resident grievances.	Compliance with agreed grievance procedure and HUD regulations.	<ul style="list-style-type: none"> · 10% sample of current resident files: Notices related to grievance procedures 	Quarterly or as needed	· Mgmt Plan §2.9(d)
Resident-Related Policies and Procedures					
Management/Resident Relations	Confirm that management is providing proper orientation to new public housing residents.	All required orientations topics covered.	<ul style="list-style-type: none"> · Written materials used by management for orientation 	Annual	· Mgmt Plan, §2.7
		Orientation provide to all public housing residents.	<ul style="list-style-type: none"> · Sample of 3-5 resident files: Signed resident acknowledgements of orientation 	Annual	· Mgmt Plan, §2.7
Safety/Security	Determine what crime prevention measures site management is pursuing.	Site taking one or more of following measures: <ul style="list-style-type: none"> · Promoting resident involvement · Liaison with Police Dept. · Implementing site security program · Employing private security guards 	<ul style="list-style-type: none"> · Incident or patrol logs · Police reports 	Annual or as needed	· Mgmt. Plan, §3.4(b)
	Insure that management is participating in Neighborhood Advisory Committee.	Management participating in Neighborhood Advisory Committee.	<ul style="list-style-type: none"> · Member roster or attendance list from last meeting · Attend meeting 	Annual or as needed	· Mgmt. Plan, §3.4(c)
Rent Collection Practices	Determine if management has been diligent in rent collection.	Management maintains a PHAS "A" for Tenant Receivables Outstanding.	<ul style="list-style-type: none"> · Management rent roll · AS400 Current Tenant Balance or Current Tenant Ledger report 	Monthly	· Mgmt Plan, 2.3(b)
	Verify that residents damage charges and late fees are being assessed appropriately.	All resident charge amounts correct.	<ul style="list-style-type: none"> · Resident charges for past year on management rent roll · Sample of 3-5 resident files for residents charged 	Annual	· Mgmt Plan §3(g)
		All resident charges assessed in a timely manner.	<ul style="list-style-type: none"> · Resident charges for past year on management rent roll · Sample of 5-8 resident files for residents charged 	Annual	· Mgmt Plan §3(g)
	Verify that rent collections for PH units are being timely and accurately reported to Housing Authority.	Management Agent reports to Housing Authority by 15th of month.	<ul style="list-style-type: none"> · Monthly Management Report · AS400 Current Tenant Balance or Current Tenant Ledger report 	Monthly	· R&O, §7(c) · Mgmt Plan §2.2(b)(6) · Mgmt Plan §2.3
Fair Housing/Section 504 Practices	Insure that Fair Housing logo is displayed in office and on all marketing literature.	Fair Housing logo posted in office and printed on literature	<ul style="list-style-type: none"> · Management office visit · Site marketing literature and lease 	Annual	· R & O, §10(l) · Mgmt Plan, §2.6
	Insure that site is complying with Affirmative Fair Housing Marketing Plan.	Level of compliance with with Affirmative Fair Housing Marketing Plan	<ul style="list-style-type: none"> · Resident list with demographic information · Rejected applicant files 	Annual or as needed	· R & O, §10(l) · Mgmt Plan, §2.6
Recertifications	Determine if annual and interim recertifications are being initiated and completed on schedule.	All recertifications completed on time.	<ul style="list-style-type: none"> · Management recertification report or log for year · AS400 Tenants Not Certified report for year · Sample of 3-5 resident files 	Quarterly and in accordance with annual recertification schedule	· R & O, §3(a)(l) · Mgmt Plan, §2.2
	Verify that annual and interim recertifications are being properly completed per Housing Authority requirements.	Recertification documentation complete and accurate.	<ul style="list-style-type: none"> · Sample of 3-5 resident files: Recertification documentation and income and rent calculations 	Quarterly	· R & O, §3(a)(l) · Mgmt Plan, §2.2

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Administrative and Management					
Site Staffing	Determine if site staffing meets requirements.	Site must have minimum of: (1) Site Manager (1) Lease Agent (1) Maintenance Person	· Site operating expense actuals · Site staff roster · Site visit observations	Quarterly or upon notice of staffing change	· Mgmt Plan, §2.4(b) · Mgmt Plan, §2.2(b)(s)
Budget Management	Determine if PH units are operating within budget.	Benchmark: No monthly budget variances in excess of 5%.	· Management income and expense variance report for past year	Monthly	· R & O § 4(b) · Industry Standards
MBE/WBE/SBE/Section 3 Outreach	Determine if site is meeting Section 3 goals.	Section 3 goals and schedules	· Section 3 plan · Vendor and contractor lists	Annual	10(l)7(e)
Accounting Fee	Determine if accounting fee claimed is correct.	Fee is 1.5% of gross rent roll for public housing units plus 1.5% of any income from units.	· Rent roll for PH units · Tenant receivables report with fees charged · Income and expense statement showing other income collected	Monthly	· Mgmt & Acctng Serv Agmt, §7
Management Fee	Determine if management fee claimed is correct.	Management fee is 3% of gross rent roll for public housing units plus 3% of any income from units.	· Rent roll for PH units · Tenant receivables report with fees charged · Income and expense statement showing other income collected	Monthly	· Mgmt & Acctng Serv Agmt, §10
Tax Credit Compliance	Determine if property is staying in compliance with Section 42 and regulations and agreements.	No compliance findings or findings being corrected expeditiously.	· Review most recent compliance audit report. · If audit report shows findings, review follow-up compliance verification; ask manager about progress remedying deficiencies found.	Annual	· Mgmt & Acctng Serv Agmt, §3(h) · R & O §3(a)(ii)
Computer data reporting	Determine if site is entering required information into AS400 on a timely basis.	Data in AS400 systems up-to-date.	· Compare AS400 reports (vacancy, work order, recertifications, annual inspections) to site management reports and files and inspection observations.	Monthly	· R&O, §3(g) · Mgmt Plan, §2.3(a)
Monthly reports	Determine if site is submitting required monthly information on a timely basis.	Any recurring omissions or currently outstanding information requests	· Contents and dates of monthly reports · Correspondence or documented communications regarding reporting deficiencies	Monthly	· R&O, §3(g) · Mgmt Plan, §2.3(a)
Security Deposit/Last Month's Rent Collection Practices	Determine if security deposits and last month's rent are being properly collected, documented and maintained.	Proper security deposit amount collected.	· Management rent roll and security deposit report · AS400 rent roll and security deposit report · 10% resident file sample: Security deposit receipts	Annual	· Mgmt. Plan § 2.9 · State security deposit laws
		Security deposit properly documented.	· Sample of 5-8 resident files	Annual	· State security deposit laws
		Security deposit maintained in accordance with state law.	· Security deposit account statement	Annual	· State security deposit laws
Lease	Verify that site management is using proper lease form.	All provisions of public housing lease addendum are compliant with HUD regulations and approved by Housing Authority.	· Sample of 3-5 resident files	Quarterly	· R&O, §3(e) · Approved Public Housing Lease

GENERAL REGULATORY AUTHORITY	
Management responsibility to comply with HUD regulations	· R & O, §3(a)(l) · Mgmt Plan, §2.2
Management responsibility to comply with PHAS	· Mgmt Plan, §2.3(b)
Management responsibility to respond to Housing Authority reporting requirements	· R&O, §3(g) · R&O, §7(c) · Mgmt Plan, §2.3(a) · Mgmt Plan §2.2(b)(6)

Management Review Scope
Financial Management
Crooked Creek
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REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Budget Approval and Monitoring					
Submission of Proposed Operating Budget	Determine if Owner is complying with schedule for submitting proposed operating budget to HAKC.	Operating budget proposal submitted to HAKC within 120 days before end of prior fiscal year.	· Operating budget proposal · Correspondence from management concerning budget submission date	Annual	· R&O, §4(b)
Review of Proposed Operating Budget	Determine if Estimated PHA Assisted Units Income and Expenses are reasonable.	Income and expenses reasonable and in line with comparable developments.	· Operating budget proposal · Expense actuals from prior year · Expense actuals from comparable properties · Local cost information	Annual	· R&O, §4(b)(I) & (II)
Approval of Budget	Approve or disapprove proposed budget (or portions) within required time period.	Approval or disapproval by HAKC within 30 days of receipt of proposed budget.	· Operating budget proposal	Annual	· R&O, §4(b)(I)
	Appoint a budget referee in the event of unresolvable dispute over proposed budget.	Owner and HAKC agree on a budget referee within 5 days of request by either party.	· Written notice(s) of disputes over budget · Written request for appointment of referee	Annual	· R&O, §4(b)(I)
	Insure that Budget Referee meets requirements of agreements.	Budget Referee must meet requirements for a Qualified Project Manager as defined in R&O, §1(rr).	· Work order reports · Sampling of open and closed work orders from review period.	Annual	· R&O, §4(b)(I) · R&O, §1(rr)
Monthly Reports	Determine if site is submitting required monthly financial information on a timely basis.	Submission of all required information by 15th of month.	· Contents and dates of monthly reports · Correspondence or documented communications regarding reporting submission or deficiencies	Monthly	· R&O, §3(g) · Mgmt Plan, §2.3(a)
Budget Monitoring	Determine if PH units are operating within budget.	Benchmark: No monthly budget variances in excess of 5%.	· Management income and expense variance report for month	Monthly	· R&O § 4(b)(iv) · Industry Standards
	Determine if accounting fee claimed is correct.	Fee is 1.5% of gross rent roll for public housing units plus 1.5% of any income from units.	· Rent roll for PH units · Tenant receivables report with fees charged · Income and expense statement showing other income collected	Monthly	· Mgmt & Acctng Serv Agmt, §7
	Determine if management fee claimed is correct.	Management fee is 3% of gross rent roll for public housing units plus 3% of any income from units.	· Rent roll for PH units · Tenant receivables report with fees charged · Income and expense statement showing other income collected	Monthly	· Mgmt & Acctng Serv Agmt, §10
	Determine if any deductions are to be made from subsidy for units vacant over 60 days.	Prorated subsidy is deducted for any units vacant over 60 days through no fault of HAKC.	· Vacancy report for PH units · Site waiting list records	Monthly	· R & O, §4(b)(viii) · R & O, §7(d)
Payment of subsidy	Insure that subsidy owed is paid timely.	Correct subsidy amount paid within 14 days of receipt of monthly Owner invoice.	· Owner invoices · Subsidy payment records	Quarterly	· R&O, §7(c)
Budget Reconciliation					
Audited Financial Statements	Determine if Owner is complying with schedule for submission of annual audited financial statement.	Statement submitted within 120 days of beginning of subsequent fiscal year.	· Audited Financial Statement · Correspondence from management concerning budget submission date	Annual	· R&O, §7(b)
	Determine if audited financial statement is complete and contains information required for reconciliation.	· Statement prepared in accordance with GAAP standards · Statement includes any additional financial statements delivered to partners	· Audited Financial Statement	Annual	· R&O, §7(b)
	Verify that required Supplemental Data has been submitted.	Correct number of PH units and bedroom sizes; number of Additional Tax Credit, and Market Rate units.	· Annual Owner Certification · Tenant roster/resident listing · Current Property Info Sheet	Annual	· R & O, Preamble · R & O, §2(a)

Review of Income and Expense Actuals	Determine if actual expenses were in accordance with expenses approved by HAKC.	PH unit expenses do not exceed expenses approved by HAKC.	· Approved operating budget · Audited financial statement (Income and expense statement)	Annual	· R&O § 4(b)(iv)
	Determine if actual expenses that exceed approved operating budget are allowable.	Allowed expenses must be "reasonable and necessary".	· Approved operating budget · Income and expense statement · Owner explanation for amounts over budget · HAKC site review findings	Annual	· R&O, §4(a)(i)
	Determine if accounting fee claimed is correct.	Fee is 1.5% of <u>gross</u> rent roll for public housing units plus 1.5% of any income from units.	· Rent roll for PH units · Income and expense statement	Monthly	· Mgmt & Acctng Serv Agmt, §7
	Determine if management fee claimed is correct.	Management fee is 3% of <u>gross</u> rent roll for public housing units plus 3% of any income from units.	· Rent roll for PH units · Tenant receivables report with fees charged · Income and expense statement showing other income collected	Monthly	· Mgmt & Acctng Serv Agmt, §10
		Site has sufficient reserves to meet capital replacement schedule.	· Reserve account statements · Income and expense variance report for year showing replacement reserve contributions scheduled and made	Annual	· Repl Res Escrow Agmt, §3
Review and adjustment of subsidy	Insure that any remaining subsidy owed is paid and any overpayment is recovered.	Correct subsidy payment based on approved budget and provisions of R&O.	· Subsidy payment records · Internal reconciliation memo	Annual	· R&O, §7(c)
Reserves					
Replacement Reserve	Verify that Owner is reporting deposits to and withdrawals from reserve.	Owner provides monthly report of deposits and withdrawals.	· Monthly reserve report · Reserve account statements · Income and expense variance report	Monthly	· Repl Res Escrow Agmt, §10
	Insure that reserves are used only for allowed purposes.	Replacement Reserve funds used only for capital replacements and improvements.	· Copy of Owner request for withdrawal and documentation	Annual	· R&O, §5(c)(i)
	Insure that Owner provides required certifications with request for withdrawal from reserves.	Owner provides certification of necessity or authorization for expenditure using approved form (see Repl Res Esc Agmt, Exh. B) to Escrow Agent, who sends copy of certification and supporting documentation to HAKC within three (3) days of Owner request.	· Copy of Owner request for withdrawal and documentation · Monthly reserve report · Reserve account statements	As occurs	· Repl Res Escrow Agmt, §6
	Insure that HAKC provides timely notice of any objection to Owner request for reserve withdrawal.	HAKC must provide objection in writing by 10th day following Owner request to Escrow Agent.	· Copy of Owner request and documentation · Income and expense variance report · Approved operating budget	As occurs	· Repl Res Escrow Agmt, §6
	Insure that site has sufficient reserves to meet capital replacement schedule	Sufficient reserves to meet capital replacement schedule.	· Reserve account statements · Income and expense variance report for year showing replacement reserve contributions scheduled and made	Annual	· Repl Res Escrow Agmt, §3

Authority Reserve	Verify that Owner is reporting deposits to and withdrawals from reserve.	Owner provides monthly report of deposits and withdrawals.	· Monthly reserve report · Reserve account statements · Income and expense variance report	Monthly	· Aff Res Escrow Agmt, §10
	Insure that Owner provides required certifications with request for withdrawal from reserves.	Owner certifies that: · HAKC failed to pay full approved subsidy amount · That there has been reduction in subsidy due to legislative or regulatory change or diminished appropriations, or other unanticipatable causes not the fault of Owner. · Funds are need to meet approved operating budget <u>or</u> · HAKC has consented in writing to disbursement Owner sends request to escrow agent with certification and supporting documentation; Escrow Agent sends copy of certification and supporting documentation to HAKC within three (3) days of Owner request.	· Copy(ies) of Owner request(s) and documentation sent to HAKC · Monthly reserve report · Reserve account statements · Income and expense variance report showing reserve withdrawals made · Approved operating budget	As occurs	· R&O, §5(b)(iii) · R&O, §6(c)
	Insure that reserves are used only for allowed purposes.	Affordability Reserve funds used only to cover approved operating expenses in the event of reduction in subsidy due to legislative or regulatory change or diminished appropriations, or other unanticipatable causes not the fault of Owner.	· Copy of Owner request and documentation · Income and expense variance report · Approved operating budget · Subsidy payment records	As occurs	· R&O, §6(c) · Aff Res Escrow Agmt, Background (A)
	Insure that HAKC provides timely notice of any objection to Owner request for reserve withdrawal.	HAKC must provide objection in writing by 10th day following Owner request to Escrow Agent.	· Copy of Owner request and documentation · Income and expense variance report · Approved operating budget	As occurs	· R&O, §5(b)(iii)
	Insure that reserve balance is at appropriate level.	Reserve cannot exceed three (3) times approved operating subsidy for previous three (3) years. Increases in ceiling beyond initial \$32,000 deposit plus investment income must be approved by HAKC and Owner.	· Monthly reserve report · Reserve account statements · Audited financial statements (Income and expense statements) for previous three (3) years	Annual	· R&O, §5(b)(v)
Insurance					
Required Insurance	Verify that owner is carrying insurance required by HAKC agreements.	Owner carries all-risk insurance against hazards at 100% of full replacement cost of entire development.	· Sample of 3-5 resident files: Signed resident acknowledgements of orientation	Annual	· R&O, §8(a)
Restoration of Property	Insure that Owner repairs or rebuilds PH units in the event of damage or loss.	Owner restores PH units to as near as possible to their condition before damage or loss occurred.	· Repair or construction contract(s) · Physical inspection	As occurs	· R&O, §8(b)
Authority Loan					
Loan Payments	Insure that loan payment (when due) is made timely.	Loan payment (when due) is due 120 days following end of fiscal year.	· Audited financial statement (Income and Expense statement) · HAKC receivables records	Annual	1st Ded of Tr Loan Agmt, §3.5
	Insure that loan payments are made in proper amount.	Loan payment equals 5% of Net Available Cash Flow as defined in Loan Agreement. Net Available Cash Flow is equal to: · Gross Receipts of project minus · Debt service/loan payments · Real estate taxes · Reasonable operating expenses · Required Owner payments into Affordability Reserve · Deferred Developer Fees and interest on them	· Audited financial statement (Income and Expense statement) · HAKC receivables records	Annual	1st Ded of Tr Loan Agmt, §3.5

Management Review Scope

Monthly

Crooked Creek

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REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Physical Condition					
Building exterior and grounds condition	Determine if building exterior and grounds are being maintained in acceptable condition.	Meets UPCS and HAKC standards	· Walkthrough inspection of building exterior(s) and grounds	Monthly	· R&O § 3(a)(1)
Maintenance/Capital Planning					
Work Order Management	Determine if work order processing is in accordance with PHAS standards and requirements of agreements and HAKC.	Work orders responded to within one (1) day.	· Work order reports · Sampling of open and closed work orders from review period.	Monthly	· Mgmt Plan §2.10(c)
Renting Policies and Procedures					
Marketing and Rental Practices	Confirm that management is maintaining the required mix of PH and Non-PH Units.	Correct number of PH units and bedroom sizes; number of Additional Tax Credit, and Market Rate units.	· Annual Owner Certification · Tenant roster/resident listing · Current Property Info Sheet	Monthly	· R & O, Preamble · R & O, §2(a)
Vacancy Management	Determine if vacancy rate and vacant unit turnaround meet HAKC performance goal.	Development maintains turnaround of 20 days or less (PHAS "A" score).	· Management vacancy report for review period showing vacancies · AS400 Vacant Units Report	Monthly	· Mgmt Plan, §2.3(b)
	Determine if vacancies are being accurately tracked and reported.	Accuracy and completeness of vacancies reported	· AS400 Vacant Units Report for review period. · AS400 Move-In and Move-Out Report · Management vacancy report for year showing vacant days · Sample of files for reported move-outs and corresponding move-ins	Monthly	· R & O, §3(a)(l) · R&O, §7(c)
Lease Violations and Evictions	Determine if cases of resident non-payment and other lease violations, especially One Strike violations, are being diligently pursued in accordance with HAKC policies and regulations.	Leases enforced in a diligent and expeditious manner.	· Site legal/lease enforcement log · Resident files for residents undergoing lease enforcement action · AS400 Vacant Units Report/Move-In and Move-Out Report · Management vacancy reports	Monthly	· Mgmt Plan §2.9(b)
	Determine if site manager is communicating with HAKC Legal about lease enforcement and court action.	Site management and outside counsel sends lease enforcement and eviction to HAKC Legal Department: · Notice of lease termination · Grievance notices and decisions · Notices of court hearings · Set-out notices	· Site legal/lease enforcement log · Weekly memorandum from HAKC Legal Dept. · HAKC Legal Dept. files	Monthly	· R&O, 3(g) · R&O, §7(c)
Resident-Related Policies and Procedures					
Rent Collection Practices	Determine if management has been diligent in rent collection.	Management maintains a PHAS "A" for Tenant Receivables Outstanding.	· Management rent roll · AS400 Current Tenant Balance or Current Tenant Ledger report	Monthly	· Mgmt Plan, 2.3(b)
	Verify that rent collections for PH units are being timely and accurately reported to HAKC.	Management Agent reports to HAKC by 15th of month.	· Monthly Management Report · AS400 Current Tenant Balance or Current Tenant Ledger report	Monthly	· R&O, §7(c) · Mgmt Plan §2.2(b)(6) · Mgmt Plan §2.3
Administrative and Management					
Budget Management	Determine if PH units are operating within budget.	Benchmark: No monthly budget variances in excess of 5%.	· Management income and expense variance report for past year	Monthly	· R & O § 4(b) · Industry Standards
Computer data reporting	Determine if site is entering required information into AS400 on a timely basis.	Data in AS400 systems up-to-date.	· Compare AS400 reports (vacancy, work order, recertifications, annual inspections) to site management reports and files and inspection observations.	Monthly	· R&O, §3(g) · Mgmt Plan, §2.3(a)
Monthly reports	Determine if site is submitting required monthly information on a timely basis.	Any recurring omissions or currently outstanding information requests	· Contents and dates of monthly reports · Correspondence or documented communications regarding reporting deficiencies	Monthly	· R&O, §3(g) · Mgmt Plan, §2.3(a)

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Budget Approval and Monitoring					
Monthly Reports	Determine if site is submitting required monthly financial information on a timely basis.	Submission of all required information by 15th of month.	· Contents and dates of monthly reports · Correspondence or documented communications regarding reporting submission or deficiencies	Monthly	· R&O, §3(g) · Mgmt Plan, §2.3(a)
Budget Monitoring	Determine if PH units are operating within budget.	Benchmark: No monthly budget variances in excess of 5%.	· Management income and expense variance report for month	Monthly	· R&O § 4(b) · Industry Standards
	Determine if accounting fee claimed is correct.	Fee is 1.5% of gross rent roll for public housing units plus 1.5% of any income from units.	· Rent roll for PH units · Tenant receivables report with fees charged · Income and expense statement showing other income collected	Monthly	· Mgmt & Acctng Serv Agmt, §7
	Determine if management fee claimed is correct.	Management fee is 3% of gross rent roll for public housing units plus 3% of any income from units.	· Rent roll for PH units · Tenant receivables report with fees charged · Income and expense statement showing other income collected	Monthly	· Mgmt & Acctng Serv Agmt, §10
	Determine if any deductions are to be made from subsidy for units vacant over 60 days.	Prorated subsidy is deducted for any units vacant over 60 days through no fault of HAKC.	· Vacancy report for PH units · Site waiting list records	Monthly	· R & O, §4(b)(viii) · R & O, §7(d)
Reserves					
Replacement Reserve	Verify that Owner is reporting deposits to and withdrawals from reserve.	Owner provides monthly report of deposits and withdrawals.	· Monthly reserve report · Reserve account statements · Income and expense variance report	Monthly	· Repl Res Escrow Agmt, §10
Authority Reserve	Verify that Owner is reporting deposits to and withdrawals from reserve.	Owner provides monthly report of deposits and withdrawals.	· Monthly reserve report · Reserve account statements · Income and expense variance report	Monthly	· Aff Res Escrow Agmt, §10

Management Review Scope

Quarterly

Crooked Creek

DRAFT

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Physical Condition					
Unit condition	Determine if PH units are being maintained in acceptable condition.	Meets UPCS and HAKC standards	· Inspection of 2-3 PH units	Quarterly	· R&O § 3(a)(1)
Maintenance/Capital Planning					
Maintenance Requests	Determine if work orders are being properly prioritized as emergency/non-emergency.	Emergency and non-emergency work requests identified on all work orders.	· Work order reports · Sampling of open and closed work orders from review period.	Quarterly	· R&O, §3(a) · Mgmt Plan §2.10(c)
		Work orders opened and closed in AS400 on timely basis.	· Work order reports · Sampling of open and closed work orders from various periods of year	Quarterly	· R&O, §3(g) · Mgmt Plan, §2.3(a)
Renting Policies and Procedures					
	Determine if move-outs are being processed correctly	<ul style="list-style-type: none"> · All necessary move-in documentation placed in resident file: <ul style="list-style-type: none"> - Notice of intent to vacate from resident or lease termination or eviction notice - Move-out inspection - Security deposit refund record (if applicable) - Record of any rent or charges owed after move-out - For Intertransfers to another HAKC unit, approved request for transfer · For intertransfers out, resident file sent to receiving site 	· Resident files for last five move-outs	Quarterly	· R & O, §3(a)(l)
Applicant Selection and Rejection	Determine if site Waiting List is being properly maintained.	List maintained by bedroom size, preference category and date/time of application.	· Waiting list · Random sample of 5-10 applicant files.	Quarterly	· Mgmt Plan §2.5(c)(2)
	Determine if site Waiting List has sufficient number of applicants.	Sufficient number of applicants to fill existing vacancies and vacancies anticipated over next 120 days.	· Waiting list · Past year vacancy data	Quarterly	· Mgmt Plan, §2.3(b)
	Determine if PH residents are being properly selected in accordance with the Resident Selection Plan.	Applicants notified to complete application 90-120 days before anticipated vacancy.	· Random sample of 5-10 recent applicant files	Quarterly	· Mgmt Plan §2.5(c)(3)
		Applicants meet all PH eligibility requirements.	· Random sample of 5-10 recent applicant files	Quarterly	· R&O, §3(d)(ii) · Mgmt Plan §2.5(e)(1)
		Applicant preference correctly determined, including consideration of mitigating factors, and properly documented.	· Random sample of 5-10 recent applicant files	Quarterly	· Mgmt Plan §2.5(f)
		Applicants properly screened for all criteria as stated in Resident Selection Plan; applicants failing screening withdrawn.	· Random sample of 5-10 recent applicant files	Quarterly	· Mgmt Plan §2.5(g)
	Determine if new move-ins are being properly processed and documented.	<ul style="list-style-type: none"> · All move-ins documented: <ul style="list-style-type: none"> - All required certification documentation - Documentation of all screening steps - Lease, public housing lease addendum and attachments - If resident transferred from another HAKC unit, approved request for transfer and resident file from previous development · Resident files for intertransfers in received by site 	· Resident files for last five move-ins	Quarterly	· R & O, §3(a)(l) · Mgmt Plan, §2.2

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Lease Violations and Evictions	Determine if cases of resident non-payment and other lease violations, especially One Strike violations, are being diligently pursued in accordance with HAKC policies and regulations.	Proper notices sent in proper form.	· Sample of 3-5 current resident files: Lease enforcement notices and notices of conference rights	Quarterly	· Mgmt Plan §2.9(d) · R & O, §3(a)(l)
Grievance Procedure	Determine if site is properly processing resident grievances.	Compliance with agreed grievance procedure and HUD regulations.	· 10% sample of current resident files: Notices related to grievance procedures	Quarterly or as needed	· Mgmt Plan §2.9(d)
Resident-Related Policies and Procedures					
Recertifications	Determine if annual and interim recertifications are being initiated and completed on schedule.	All recertifications completed on time.	· Management recertification report or log for year · AS400 Tenants Not Certified report for year · Sample of 3-5 resident files	Quarterly and in accordance with annual recertification schedule	· R & O, §3(a)(l) · Mgmt Plan, §2.2
	Verify that annual and interim recertifications are being properly completed per HAKC requirements.	Recertification documentation complete and accurate.	· Sample of 3-5 resident files: Recertification documentation and income and rent calculations	Quarterly	· R & O, §3(a)(l) · Mgmt Plan, §2.2
Administrative and Management					
Site Staffing	Determine if site staffing meets requirements.	Site must have minimum of: (1) Site Manager (1) Lease Agent (1) Maintenance Person	· Site operating expense actuals · Site staff roster · Site visit observations	Quarterly or upon notice of staffing change	· Mgmt Plan, §2.4(b) · Mgmt Plan, §2.2(b)(s)
Lease	Verify that site management is using proper lease form.	All provisions of public housing lease addendum are compliant with HUD regulations and approved by HAKC.	· Sample of 3-5 resident files	Quarterly	· R&O, §3(e) · Approved Public Housing Lease
Budget Approval and Monitoring					
Payment of subsidy	Insure that subsidy owed is paid timely.	Correct subsidy amount paid within 14 days of receipt of monthly Owner invoice.	· Owner invoices · Subsidy payment records	Quarterly	· R&O, §7(c)

Management Review Scope
Annual/As Occurs
Crooked Creek
DRAFT

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Physical Condition					
Unit condition	Determine if PH units are being maintained in acceptable condition.	Meets UPCS and HAKC standards	· Inspection of 3-5 PH units	Annual	· R&O § 3(a)(1)
Maintenance/Capital Planning					
Communication access for hearing impaired.	Determine if management office has way to communicate with hearing-impaired residents by telephone.	Site maintains communication access for hearing-impaired residents (TTD/TTY or call relay).	· Written disabled access policies and procedures · Ask staff about procedures	Annual	· R&O § 3(a)(l)
Grounds Maintenance	Insure that site management has adequate system in place to schedule and track routine grounds maintenance.	Site has plan and schedule to perform regular maintenance of grounds.	· Grounds maintenance plan and schedule	Annual	· Mgmt Plan, §2.3(a) · R&O, §3(a)(1)
Fire Safety, Security and Loss Prevention	Insure that fire, safety, and emergency systems are being regularly inspected	Inspections of unit fire alarm systems performed annually and during maintenance calls.	· Inspection schedule · Management inspection checklist	Annual	· R&O § 3(a)(l)
	Insure that any deficiencies found have been corrected or are on schedule for correction	Completion of required corrective action or compliance with schedule for corrective action	· Site maintenance inspection checklist or report or third party inspection report · Completed work order for correction · If third party report, letter or certification from third party of corrective action completed · Inspections of building exteriors and grounds, community building, and other interior common areas	Annual	· Mgmt. Plan, §2.10 · R&O § 3(a)(l)
Capital Needs Assessment	Insure that capital needs planning is in place and adequate.	Site has up-to-date plan for capital replacement	· Current capital needs plan and schedule	Annual	· Mgmt. Plan, §2.10 · R&O § 3(a)(l)
		Site has sufficient reserves to meet capital replacement schedule	· Current capital needs plan and schedule · Reserve account statements · Income and expense variance report for year showing replacement reserve contributions scheduled and made	Annual	· Repl Res Escrow Agmt, §3
Renting Policies and Procedures					
Marketing and Rental Practices	Verify that fair housing standards are being followed in marketing to public housing residents.	No resident rejections based on unfair marketing practice.	· AS400 Move-In and Move-Out Report · Resident files for last five applicants who rejected units.	Annual or as needed	· R & O, §10(l) · Mgmt Plan, §2.6
Vacancy Management	Determine if there have been any vacancies over 60 days for which the Housing Authority may recapture subsidy.	No vacancies in public housing units over 60 days.	· Management vacancy report for review period showing vacancies · AS400 Vacant Units Report	Annual or as needed	· R & O, §4(b)(viii) · R & O, §7(d)
Resident-Related Policies and Procedures					
Management/Resident Relations	Confirm that management is providing proper orientation to new public housing residents.	All required orientations topics covered.	· Written materials used by management for orientation	Annual	· Mgmt Plan, §2.7
		Orientation provide to all public housing residents.	· Sample of 3-5 resident files: Signed resident acknowledgements of orientation	Annual	· Mgmt Plan, §2.7
Safety/Security	Determine what crime prevention measures site management is pursuing.	Site taking one or more of following measures: · Promoting resident involvement · Liaison with Police Dept. · Implementing site security program · Employing private security guards	· Incident or patrol logs · Police reports	Annual or as needed	· Mgmt. Plan, §3.4(b)
	Insure that management is participating in Neighborhood Advisory Committee.	Management participating in Neighborhood Advisory Committee.	· Member roster or attendance list from last meeting · Attend meeting	Annual or as needed	· Mgmt. Plan, §3.4(c)

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Rent Collection Practices	Verify that residents damage charges and late fees are being assessed appropriately.	All resident charge amounts correct.	· Resident charges for past year on management rent roll · Sample of 3-5 resident files for residents charged	Annual	· Mgmt Plan §3(g)
		All resident charges assessed in a timely manner.	· Resident charges for past year on management rent roll · Sample of 5-8 resident files for residents charged	Annual	· Mgmt Plan §3(g)
	Verify that rent collections for PH units are being timely and accurately reported to HAKC.	Management Agent reports to HAKC by 15th of month.	· Monthly Management Report · AS400 Current Tenant Balance or Current Tenant Ledger report	Monthly	· R&O, §7(c) · Mgmt Plan §2.2(b)(6) · Mgmt Plan §2.3
Fair Housing/Section 504 Practices	Insure that Fair Housing logo is displayed in office and on all marketing literature.	Fair Housing logo posted in office and printed on literature	· Management office visit · Site marketing literature and lease	Annual	· R & O, §10(I) · Mgmt Plan, §2.6
	Insure that site is complying with Affirmative Fair Housing Marketing Plan.	Level of compliance with Affirmative Fair Housing Marketing Plan	· Resident list with demographic information · Rejected applicant files	Annual or as needed	· R & O, §10(I) · Mgmt Plan, §2.6
Administrative and Management					
MBE/WBE/SBE/Section 3 Outreach	Determine if site is meeting Section 3 goals.	Section 3 goals and schedules	· Section 3 plan · Vendor and contractor lists	Annual	10(I)7(e)
Tax Credit Compliance	Determine if property is staying in compliance with Section 42 and MHDC regulations and agreements.	No MHDC compliance findings or findings being corrected expeditiously.	· Review most recent MHDC compliance audit report. · If MHDC audit report shows findings, review follow-up compliance verification from MDHC; ask manager about progress remedying deficiencies found.	Annual	· Mgmt & Acctng Serv Agmt, §3(h) · R & O §3(a)(ii)
Security Deposit/Last Month's Rent Collection Practices	Determine if security deposits and last month's rent are being properly collected, documented and maintained.	Proper security deposit amount collected.	· Management rent roll and security deposit report · AS400 rent roll and security deposit report · 10% resident file sample: Security deposit receipts	Annual	· Mgmt. Plan § 2.9 · State security deposit laws
		Security deposit properly documented.	· Sample of 5-8 resident files	Annual	· State security deposit laws
		Security deposit maintained in accordance with state law.	· Security deposit account statement	Annual	· State security deposit laws
Site Staffing	Determine if site staffing meets requirements.	Site must have minimum of: (1) Site Manager (1) Lease Agent (1) Maintenance Person	· Site operating expense actuals · Site staff roster · Site visit observations	Upon notice of staffing change	· Mgmt Plan, §2.4(b) · Mgmt Plan, §2.2(b)(s)
Budget Approval and Monitoring					
Submission of Proposed Operating Budget	Determine if Owner is complying with schedule for submitting proposed operating budget to HAKC.	Operating budget proposal submitted to HAKC within 120 days before end of prior fiscal year.	· Operating budget proposal · Correspondence from management concerning budget submission date	Annual	· R&O, §4(b)
Review of Proposed Operating Budget	Determine if Estimated PHA Assisted Units Income and Expenses are reasonable.	Income and expenses reasonable and in line with comparable developments.	· Operating budget proposal · Expense actuals from prior year · Expense actuals from comparable properties · Local cost information	Annual	· R&O, §4(b)(I) & (II)
Approval of Budget	Approve or disapprove proposed budget (or portions) within required time period.	Approval or disapproval by HAKC within 30 days of receipt of proposed budget.	· Operating budget proposal	Annual	· R&O, §4(b)(I)
	Appoint a budget referee in the event of unresolvable dispute over proposed budget.	Owner and HAKC agree on a budget referee within 5 days of request by either party.	· Written notice(s) of disputes over budget · Written request for appointment of referee	Annual	· R&O, §4(b)(I)
	Insure that Budget Referee meets requirements of agreements.	Budget Referee must meet requirements for a Qualified Project Manager as defined in R&O, §1(rr).	· Work order reports · Sampling of open and closed work orders from review period.	Annual	· R&O, §4(b)(I) · R&O, §1(rr)

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Budget Reconciliation					
Audited Financial Statements	Determine if Owner is complying with schedule for submission of annual audited financial statement.	Statement submitted within 120 days of beginning of subsequent fiscal year.	· Audited Financial Statement · Correspondence from management concerning budget submission date	Annual	· R&O, §7(b)
	Determine if audited financial statement is complete and contains information required for reconciliation.	· Statement prepared in accordance with GAAP standards · Statement includes any additional financial statements delivered to partners	· Audited Financial Statement	Annual	· R&O, §7(b)
	Verify that required Supplemental Data has been submitted.	Correct number of PH units and bedroom sizes; number of Additional Tax Credit, and Market Rate units.	· Annual Owner Certification · Tenant roster/resident listing · Current Property Info Sheet	Annual	· R & O, Preamble · R & O, §2(a)
Review of Income and Expense Actuals	Determine if actual expenses were in accordance with expenses approved by HAKC.	PH unit expenses do not exceed expenses approved by HAKC.	· Approved operating budget · Audited financial statement (Income and expense statement)	Annual	· R&O § 4(b)(iv)
	Determine if actual expenses that exceed approved operating budget are allowable.	Allowed expenses must be "reasonable and necessary".	· Approved operating budget · Income and expense statement · Owner explanation for amounts over budget · HAKC site review findings	Annual	· R&O, §4(a)(1)
Review and adjustment of subsidy	Insure that any remaining subsidy owed is paid and any overpayment is recovered.	Correct subsidy payment based on approved budget and provisions of R&O.	· Subsidy payment records · Internal reconciliation memo	Annual	
Reserves					
Replacement Reserve	Insure that reserves are used only for allowed purposes.	Replacement Reserve funds used only for capital replacements and improvements.	· Copy of Owner request for withdrawal and documentation	Annual	· R&O, §5(c)(i)
	Insure that Owner provides required certifications with request for withdrawal from reserves.	Owner provides certification of necessity or authorization for expenditure using approved form (see Repl Res Esc Agmt, Exh. B) to Escrow Agent, who sends copy of certification and supporting documentation to HAKC within three (3) days of Owner request.	· Copy of Owner request for withdrawal and documentation · Monthly reserve report · Reserve account statements	As occurs	· Repl Res Escrow Agmt, §6
	Insure that HAKC provides timely notice of any objection to Owner request for reserve withdrawal.	HAKC must provide objection in writing by 10th day following Owner request to Escrow Agent.	· Copy of Owner request and documentation · Income and expense variance report · Approved operating budget	As occurs	· Repl Res Escrow Agmt, §6
	Insure that site has sufficient reserves to meet capital replacement schedule	Sufficient reserves to meet capital replacement schedule.	· Reserve account statements · Income and expense variance report for year showing replacement reserve contributions scheduled and made	Annual	· Repl Res Escrow Agmt, §3

REVIEW ITEM	PURPOSE	PERFORMANCE STANDARD	REVIEW DOCUMENT(S)	FREQUENCY	EVIDENTIARY REFERENCE
Authority Reserve	Insure that Owner provides required certifications with request for withdrawal from reserves.	Owner certifies that: · HAKC failed to pay full approved subsidy amount · That there has been reduction in subsidy due to legislative or regulatory change or diminished appropriations, or other unanticipatable causes not the fault of Owner. · Funds are need to meet approved operating budget or · HAKC has consented in writing to disbursement Owner sends request to escrow agent with certification and supporting documentation; Escrow Agent sends copy of certification and supporting documentation to HAKC within three (3) days of Owner request.	· Copy(ies) of Owner request(s) and documentation sent to HAKC · Monthly reserve report · Reserve account statements · Income and expense variance report showing reserve withdrawals made · Approved operating budget	As occurs	· R&O, §5(b)(iii) · R&O, §6(c)
	Insure that reserves are used only for allowed purposes.	Affordability Reserve funds used only to cover approved operating expenses in the event of reduction in subsidy due to legislative or regulatory change or diminished appropriations, or other unanticipatable causes not the fault of Owner.	· Copy of Owner request and documentation · Income and expense variance report · Approved operating budget · Subsidy payment records	As occurs	· R&O, §6(c) · Aff Res Escrow Agmt, Background (A)
	Insure that HAKC provides timely notice of any objection to Owner request for reserve withdrawal.	HAKC must provide objection in writing by 10th day following Owner request to Escrow Agent.	· Copy of Owner request and documentation · Income and expense variance report · Approved operating budget	As occurs	· R&O, §5(b)(iii)
	Insure that reserve balance is at appropriate level.	Reserve cannot exceed three (3) times approved operating subsidy for previous three (3) years. Increases in ceiling beyond initial \$32,000 deposit plus investment income must be approved by HAKC and Owner.	· Monthly reserve report · Reserve account statements · Audited financial statements (Income and expense statements) for previous three (3) years	Annual	· R&O, §5(b)(v)
Insurance					
Required Insurance	Verify that owner is carrying insurance required by HAKC agreements.	Owner carries all-risk insurance against hazards at 100% of full replacement cost of entire development.	· Sample of 3-5 resident files: Signed resident acknowledgements of orientation	Annual	· R&O, §8(a)
Restoration of Property	Insure that Owner repairs or rebuilds PH units in the event of damage or loss.	Owner restores PH units to as near as possible to their condition before damage or loss occurred.	· Repair or construction contract(s) · Physical inspection	As occurs	· R&O, §8(b)
Authority Loan					
Loan Payments	Insure that loan payment (when due) is made timely.	Loan payment (when due) is due 120 days following end of fiscal year.	· Audited financial statement (Income and Expense statement) · HAKC receivables records	Annual	1st Ded of Tr Loan Agmt, §3.5
	Insure that loan payments are made in proper amount.	Loan payment equals 5% of Net Available Cash Flow as defined in Loan Agreement. Net Available Cash Flow is equal to: · Gross Receipts of project minus · Debt service/loan payments · Real estate taxes · Reasonable operating expenses · Required Owner payments into Affordability Reserve · Deferred Developer Fees and interest on them	· Audited financial statement (Income and Expense statement) · HAKC receivables records	Annual	1st Ded of Tr Loan Agmt, §3.5

ATTACHMENT D: COMPARISON OF PROCUREMENT POLICIES

*Red text represents information that differs across HACM/HDC docs

Topic	Procurement Methods
Small Purchase Procedures	<ul style="list-style-type: none"> Any contract not exceeding \$100,000 is a small purchase \$100,000 may be processed through a petty cash account Executive director is authorized to make purchases and contracts not exceeding \$2,000,000. Only one quotation is required Purchases between \$2,000,000-\$10,000 must be accompanied by at least 3 quotations For purchases and contracts \$10,000-\$100,000, executive director shall solicit written price quotations from at least 3 suppliers, along with the retention of tabulated quotations received
Sealed Bidding	<ul style="list-style-type: none"> Contracts awarded based on competitive sealed bidding if these conditions are met: Complete purchase description; 2 or more responsible bidders willing and able to compete for the work; procurement lends itself to a fixed price contract; selection of successful bidder can be made principally on the basis of price Sealed bidding is used when services or supply contracts exceed \$100,000 Bids are publicly solicited and a firm-fixed-price contract is awarded to responsible bidder whose bid is the lowest in price HDC policy states additionally: "The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening" For contract awarding conditions; see small purchase procedures desc. Bids shall be opened publicly; an abstract of bids shall be recorded and the bids shall be available for public inspection Correction or withdrawal of inadvertently erroneous bids may be permitted before bid opening by written or telegraphic notice For construction or facility improvement contracts exceeding the simplified acquisition threshold,
Competitive Proposals	<ul style="list-style-type: none"> Competitive proposals may be used if there is an adequate method of evaluating technical procedures and where HACM determines the conditions are not appropriate for the use of sealed bids- must be used for professional services Public RFP shall clearly identify the relative importance of price and other evaluation factors and subjects Proposals shall be evaluated only on the criteria stated in the RFP Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award based on evaluation against technical and price factors specified in the RFP The purpose of negotiations shall be to seek clarification with regard to and advise offerors of deficiencies in both technical and price aspects of the proposal After evaluation of proposal revisions, the contract shall be awarded to the responsible firm whose qualifications are most advantageous to HACM Architect/engineer may be obtained by either the competitive proposals method or qualifications based selection procedures Sealed bidding shall not be used to obtain architect/engineer services. Price is not a factor in this selection process. HDC policy includes professional services section: "HDC utilizes a variety of highly specialized professional services (consultants) to include: bond counsel, tax counsel, tax accountants, transaction legal counsel, construction legal counsel, environmental legal counsel, financial

Noncompetitive Proposals	<ul style="list-style-type: none"> ·Conditions for use: item is available only from a single source; an emergency exists that seriously threatens public health/endangers property/cause serious injury to HACM; the appropriate regulatory authority recognizes the use of noncompetitive proposals; after solicitation of a number of sources, competition is determined inadequate ·Each procurement based on noncompetitive proposals shall be supported by written justification for using such procedures. This shall be approved by the executive director ·Reasonableness of the price for all procurements shall be determined by performing a cost analysis
Cost and Price Analysis	<ul style="list-style-type: none"> ·Cost analysis shall include: cost breakdown; commercial pricing and sales information; documentation showing that the offered price is set by law or regulation ·Cost analysis shall be performed if an offeror is required to submit a cost breakdown as part of its proposal. When this is submitted, HACM shall have a right to audit the contractor's books and records pertinent to such costs. ·For competitive procurements for which cost or pricing information is not required of contractors, HACM shall perform a comparison of prices received in relation to the independent cost estimate
Cancellation of Solicitations	<ul style="list-style-type: none"> · An invitation for bids, RFPs, or other solicitation may be canceled before offers are due if: HACM no longer requires supplies, services, or construction; or if HACM can no longer expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable ·Additional reasons for cancellation include: if services or supplies are ambiguous; the solicitation did not provide for consideration of all factors of significance to HACM; prices exceed available funds; may have been collusive; may have been submitted in bad faith ·Reasons for cancellation shall be documented in the procurement file ·Notice of cancellation shall be sent to all offerors solicited with an explanation that they will be
Cooperative Purchasing *This section is included in HACM policy but not HDC	<ul style="list-style-type: none"> ·HACM may enter into state or local intergovernmental agreements to purchase or use common goods and services. The decision to enter into such agreement shall be based on economy and efficiency ·If used, intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions

Topic	Types of Contracts, Clauses, and Contract Administration
Contract Types	<ul style="list-style-type: none"> ·Any type of contract which is appropriate to the procurement and which will promote the best interest of HACM may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. ·All procurement shall include the clauses and provisions necessary to define the rights and responsibilities of the parties ·A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy HACM's needs otherwise
Options	<ul style="list-style-type: none"> ·Options for additional quantities or performance periods may be included in contracts, provided that: the option is contained in the solicitation; the option is a unilateral right of HACM; the contract states a limit on the additional quantities and the overall term of the contract; the options are evaluated as part of the initial competition; the contract states the period within which the options may be exercised; the options may be exercised only at the price specified in or reasonably determine from the contract; and the options may be exercised only if determined to be more advantageous to HACM than conducting a new procurement
Contract Clauses	<ul style="list-style-type: none"> ·In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations

Contract Administration	<ul style="list-style-type: none">·A contract admin system designed to ensure that contractors perform in accordance with their contracts shall be maintained·This shall include guidelines of inspection of supplies, services, or construction as well as monitoring contractor performance and status reporting
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ATTACHMENT E: FINANCIAL REVIEW OF SAMPLE PROJECTS

Project	Castroville FLC	
Former owner/type	Formerly Paseo de Las Rosas. HACM was prior owner and operated as Farm Labor Housing which it had developed with Section 514 FLH loans.	
Financial Closing	2017	
Conversion to Perm	2020	
Construction Type	Demolition and reconstruction with modular units	
TDC	At closing: \$35 million including \$5.8 million site acquisition +\$1.2M cost overruns	
Units	LIHTC USDA RD: 46 units Non-LIHTC USDA RD: 8 units Total units : 54	
Rental Subsidy	USDA 514/516 and 521 rental	
LIHTC type	9%	
Tax credit investor	CREA. \$0.95 per credit \$12,414,963	
Mortgage lender	CCRC	
Mortgage terms	\$5,271,800. 5.19%. 35 years amortization. 17 years term.	
Construction lender	\$24,140,000 Rabobank	
Soft debt/other sources	County of Monterey (HOME)	\$341,000
	County of Monterey (CDBG)	\$35,000
	HDC gap	\$949,961
	HDC (Seller Note)	\$5,015,932
	CREA Warehousing LLC (equity) State tax credit loan	\$4,000,092
	USDA (assumed, must pay)	\$75,506
	USDA loans (must pay)	\$6,000,000
	GP funding for construction shortfalls	\$1,261,338
Cash Flow Waterfall	<ol style="list-style-type: none"> 1. Asset management fee 2. HDC Partnership Management Fee 3. LP loans/amounts owed 4. Developer fee 5. Reserve accounts 6. HDC loan 7. 50% to seller note and 50% to HOME and City loans 8. State Tax Credit loan 9. Unpaid GP loans 10. Deferred management fee 11. Other amounts owed to GP 12. 99% to LP and .01% to GP 	

Fees to/from HDC	Payable to HDC: Partnership Management Fee. \$5,000 + 3% per year
Fees to/from HACM	\$310,375 owed to HACM for admin services per 2020 FS
ROFT/PO	Option agreement only for greater of FMV or IRS min; LP also has a Put Option
Other notes	Ongoing dispute with GC. Likely to settle for \$2-3M. Over \$2M in permanent relocation costs

Project	Haciendas 3		
Former owner/type	Last phase of a former Public Housing Site. SAC approval dated 3/1/2011		
Financial Closing	2017		
Conversion to Perm	2019		
Construction Type	Demo and new construction		
TDC	\$26 M including \$1.86 acquisition		
Units	50 total. All LIHTC.		
Rental Subsidy	3 HOME units and 9 PBV. Rest are LIHTC-only		
LIHTC type	9%		
Tax credit investor	CREA. \$0.885 per credit \$12,827,124		
Mortgage lender	CCRC		
Mortgage terms	\$4,286,900 5.47% Interest. 30 year amort. 17 year term		
Construction lender	Rabobank \$14,200,000		
Soft debt/other sources	HOME	\$1,515,476	
	City of Salinas	\$582,692	
	HACM loan	\$4,000,000	
	HDC seller loan	\$1,860,000	
Cash Flow Waterfall	<ol style="list-style-type: none"> 1. Asset management fee 2. HDC Partnership Management Fee 3. LP loans/amounts owed/negative adjusters 4. Developer fee 5. Reserve accounts 6. Soft loans: <ol style="list-style-type: none"> a. HOME (11%) b. City (23%) c. HDC loan (33%) d. HACM loan (33%) 7. Unpaid GP loans 8. Deferred management fee 9. Other amounts owed to GP 10. 99% to LP and .01% to GP 		
Fees to/from HDC	Payable to HDC: Partnership Management Fee. \$15,450 + 3% per year		
Fees to/from HACM	Per 2020 FS: \$453,142 owed from HACM		
ROFT/PO	Option agreement only for greater of FMV or IRS min; LP also has a Put Option (\$100)		

Other notes	Ongoing litigation with GC
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Project	One Parkside		
Former owner/type	Site was owned by MCHI (a different affiliate) and combined with another site called Casanova under a bond issuance. The bond had to be repaid and refinanced in order to separate this site for redevelopment. The new loan was placed against Casanova and the proceeds used for One Parkside (about \$7 million).		
Financial Closing	2021		
Conversion to Perm	Under construction		
Construction Type	Demo and new construction (modular)		
TDC	\$53.7 million at closing including \$4M acquisition		
Units	80 units.		
Rental Subsidy	Section 8 PBV		
LIHTC type	9%		
Tax credit investor	Hudson. \$0.895 per credit \$20,540,192		
Mortgage lender	JPMC		
Mortgage terms	\$13,305,000 4.78% interest rate. 18 year term. 40 yr amortization		
Construction lender	JPMC \$27,580,000		
Soft debt/other sources	City of Salinas (fees deferred)	\$394,943	
	City of Salinas (HOME)	\$957,540	
	City of Salinas (PLHA)	\$756,505	
	Sponsor Casanova Loan	\$6,984,956	
	Sponsor loan	\$500,000	
	Seller loan and MCHI Loan	\$8,155,000	
	Energy tax credit equity	\$57,700	
Cash Flow Waterfall	<ol style="list-style-type: none"> 1. Tax credit shortfalls 2. Asset management fee 3. Operating reserve 4. Partnership management fee 5. Developer fee 6. Soft loans: <ol style="list-style-type: none"> a. 30% to the City loans b. 70% Seller Loan, the Sponsor Loan, the Sponsor Casanova Loan and the MCHI Loan – pro rata 7. After energy tax credit recapture period, 90% to GP 8. 99% to LP and .01% to GP 		
Fees to/from HDC	Partnership management fee \$20,000 plus 3% per year to HDC		
Fees to/from HACM			
ROFT/PO	ROFR: 2 years after end of compliance period. Greater of debt + exit taxes + amounts owed to the LP or FMV.		
Other notes	Guarantors were both HACM and HDC by lender and investor request.		

Conclusions: Equity prices for Castroville and Haciendas 3 seem low for the time period. There is no clear indication in the deal structure that would explain a difference of \$0.065 from the same investor in the same year. During 2017 equity of \$1.00 per credit was not uncommon, especially in strong markets such as Monterey. By 2021, prices had decreased so Parkside One's terms seem more appropriate. Debt terms for Castroville and Haciendas 3 also could have been more advantageous. Interest rates could have been closer to 4% at the time the deals closed. From our assessment, it seems HDC may have accepted financing terms that were below market in order to do business with partners they were already familiar with.

ATTACHMENT F: HDC CASH FLOW PROJECTION

CASH FLOW TO HDC													
LP	End of Compliance Period	Outstanding Developer fee (2020) per FS	Outstanding HDC loan	Outstanding DDF as of end of 2021	Outstanding HACM loans	2020	2021	2022	2023	2024	2025	2026	2027
South County RAD - 2 sites combined	2032	\$299,132		\$15,124	\$8,753,941	\$284,068	\$21,950	\$2,460	\$2,534	\$2,610	\$2,688	\$2,768	\$2,852
Salinas Family RAD - 3 sites combined	2032	\$609,874		\$258,321	\$21,159,244	\$351,553	\$235,485	\$32,121	\$2,534	\$2,610	\$2,688	\$2,768	\$2,852
East Salinas Family RAD - multiple sites combined	2032	\$326,134		\$0	\$22,067,440	\$326,134	\$2,388	\$2,460	\$2,534	\$2,610	\$2,688	\$2,768	\$2,852
Gonzales Family RAD - one site	2032	\$192,103		\$72,250	\$5,202,751	\$119,853	\$48,149	\$33,387	\$2,534	\$2,610	\$2,688	\$2,768	\$2,852
common areas)	2025	\$0		\$0	\$8,102,436	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tynan Village	2024	\$727,886	\$3,932,832	\$727,886	\$80,591	\$0	\$434,674	\$293,212	\$0	\$0	\$0	\$0	\$0
Benito FLC	2024			\$0	\$11,878	\$21,388	\$82,199	\$22,028	\$22,689	\$23,370	\$24,071	\$24,793	\$25,536
Monterey Affordable	2024			\$0	\$11,381	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Benito Affordable	2024	\$1,020,990		\$1,029,990	\$8,126	\$0	\$249,660	\$257,016	\$264,355	\$271,670	\$263,122	\$24,793	\$25,536
Fanoe Vista	2024			\$0	\$27,221	\$20,247	\$23,881	\$24,597	\$25,335	\$26,095	\$26,878	\$27,685	\$28,515
Castroville FLC	2034	\$1,528,125	\$11,227,323	\$1,528,125	\$310,375	\$0	\$94,368	\$103,117	\$111,885	\$120,667	\$129,458	\$138,255	\$147,051
Haciendas 1	2028	\$0	\$3,510,000	\$0		\$265,824	\$269,534	\$273,229	\$276,906	\$280,562	\$284,194	\$287,799	\$291,372
Haciendas 2	2029	\$0	\$3,665,000	\$0		\$195,638	\$199,555	\$203,446	\$207,309	\$211,138	\$214,930	\$218,681	\$222,386
Haciendas Senior	2032	\$274,036	\$1,050,000	\$144,111	\$0	\$129,925	\$122,605	\$123,459	\$101,104	\$102,989	\$104,835	\$106,640	\$108,400
Haciendas 3	2033	\$672,826	\$1,860,000	\$375,144	\$4,000,000	\$181,341	\$186,541	\$191,718	\$97,767	\$78,923	\$80,968	\$83,010	\$85,048
Oak Park 1	2029	\$478,919	\$2,685,000	\$478,919	\$89,054	\$133,731	\$149,484	\$156,159	\$162,791	\$169,374	\$164,182	\$146,979	\$152,099
Oak Park 2	2032	\$0	\$3,437,951	\$0		\$164,050	\$149,484	\$156,159	\$162,791	\$169,374	\$164,182	\$146,979	\$152,099
TOTAL		\$6,130,025	\$31,368,106	\$4,629,870	\$69,824,438	\$2,193,752	\$2,269,957	\$1,874,569	\$1,443,067	\$1,464,599	\$1,467,572	\$1,216,686	\$1,249,450
						\$4,463,709							



Monterey County

Item No.15

Board Report

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

Legistar File Number: 22-843

September 13, 2022

Introduced: 9/1/2022

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

- a. Consider approving and authorizing the County Administrative Officer to execute a Memorandum of Understanding (MOU) with the Monterey County Water Resources Agency for the amount not to exceed \$193,700 per fiscal year, effective October 1, 2022 thru June 30, 2030, for the Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to funding activities of the Pajaro Regional Flood Management Agency; and
- b. Consider adopting a resolution to authorize and direct the Auditor-Controller to transfer up to \$193,700 in FY 2022-23 to the Monterey County Water Resources Agency's Pajaro Levee Fund, Fund 112, Appropriation Unit WRA002 from General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5 vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors of the County of Monterey:

- a. Approve and authorize the County Administrative Officer to execute a Memorandum of Understanding (MOU) with the Monterey County Water Resources Agency for the amount not to exceed \$193,700 per fiscal year, effective October 1, 2022 thru June 30, 2030, for the Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to funding activities of the Pajaro Regional Flood Management Agency; and
- b. Consider adopting a resolution to authorize and direct the Auditor-Controller to transfer up to \$193,700 in FY 2022-23 to the Monterey County Water Resources Agency's Pajaro Levee Fund, Fund 112, Appropriation Unit WRA002 from General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5 vote required).

SUMMARY/DISCUSSION:

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties.

The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The

PRFMA is the lead local agency to work with the United States Army Corps of Engineers in continuing the Pajaro River Federal Flood Control Project, which is currently maintained jointly by Zone 7 and MCWRA.

A Cost Share Agreement has been proposed by PRFMA to allocate annual contributions of Watsonville, Zone 7, and MCWRA (“Cost Share Agencies”), and to fund operating expenses of the PRFMA by dedicating existing revenues generated within the boundaries of the PRFMA. The proposed Fiscal Year (FY) 2022-2023 budget of the PRFMA is \$3.832 million. Under the Cost Share Agreement, contribution allocations are \$2,138,400 for Zone 7, \$49,900 for Watsonville, and \$443,700 for MCWRA. On July 13, 2022, the PRFMA certified a newly formed Proposition 218 benefit zone that will collect \$1,200,000 a year in assessments. The contributions from the Cost Share Agencies will be subject to an annual cost-of-living adjustment by the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area during the previous fiscal year ending June 30. The amount of \$443,700 allocated to MCWRA is proposed to be a combined total contribution by MCWRA and the County. The PRFMA Board of Directors approved the draft Cost Share Agreement on July 13, 2022.

MCWRA is currently negotiating an Operations, Maintenance, Repair, Rehabilitation and Replacement Agreement (“OMRR&R Agreement”) with the PRFMA to transfer MCWRA’s assets, current responsibilities, operation and maintenance activities, capital projects, flood monitoring, and related emergency response, all of which relate to Infrastructure in Zone 1/1A, to the PRFMA. In the event the OMRR&R Agreement is neither executed nor approved by December 31, 2022, MCWRA is not obligated to make any further contributions to the PRFMA.

To pay the total allocated amount of \$443,700 in FY 2022-23, MCWRA will dedicate \$250,000 of Zone 1/1A assessment revenue to the PRFMA, and MCWRA requests Monterey County (“County”) to contribute up to \$193,700. The County’s annual contributions shall be continued to cover funding gaps for the next seven years with the final contribution in FY 2029-30.

The funding gap will be calculated using variances between MCWRA’s maximum cost share amount of \$443,700 and Zone 1/1A assessments available for the PRFMA cost share. MCWRA needs parts of Zone 1/1A assessments to pay administrative expenses of Fund 112, as well as overhead expenses of WRA General Administration that is allocable to Fund 112. The administrative and overhead expenses include third party insurance cost, reimbursements to other government agencies and charges by other county service departments, which would be ineligible for reimbursements by PRFMA under the OMRRR Agreement. The annual contribution by the County to MCWRA for the Cost Share Agreement shall not exceed \$193,700.

It is expected that as the operations and responsibilities of PRFMA grows, Zone 1/1A flood assessment that MCWRA can contribute to the PRFMA Cost Share Agreement will increase while County’s contributions will decrease.

The County’s contribution to MCWRA for the Cost Share Agreement shall be terminated prior to FY 2029-30 and the County will be no longer obligated for its annual contributions if Zone 1/1A assessments available for the Cost Share Agreement exceeds \$443,700 and there is no funding gap.

The Cost Share Agreement along with the OMRR&R Agreement is a necessary step for the PRFMA to take over operations and maintenance responsibilities of the Pajaro River levee system, currently undertaken by the Member Agencies. The MOU with the County will provide sufficient fundings for such transfer of operations and maintenance responsibilities by covering the funding gaps.

The Budget Office considers that the Cost Share Agreement that pledges assessment revenue without clearly outlining the transfers of O&M, capital projects, and flood monitoring to the PRFMA would be a financial risk for the MCWRA.

OTHER AGENCY INVOLVEMENT:

MCWRA is working with PRFMA, Office of the County Counsel, and the County Budget Office on the Cost Share Agreement and the OMRR&R Agreement. The Water Resources Agency Board of Directors approved the draft PRFMA Cost Share Agreement and the draft MOU at its August 15, 2022 meeting and the Budget Committee supported the staff recommendation at its August 31, 2022 meeting.

FINANCING:

Sufficient appropriations for the Cost Share Agreement are available in Agency's FY 2022-2023 Adopted Budget Fund 112-9300-WRA002- UNIT 8484. Zone 1/1A flood benefit assessments in FY 2022-23 is estimated at \$506,290.

Of the combined total contribution of \$443,700 allocated to MCWRA and County, MCWRA will dedicate \$250,000 of Zone 1/1A flood benefit assessments revenue to PRFMA in FY23 and request County to contribute up to \$193,700 in FY 2022-23. County's annual contributions will continue for the next seven years until the final contribution in FY2029-30, for the annual amount not to exceed \$193,700. The actual amount contributed to the PRFMA in FY 2022-23 will be prorated to the Cost Share Agreement execution date.

It is expected that available Zone 1/1A benefit assessment revenues for the Cost Share Agreement would increase as operations and responsibilities of the PRFMA increase and the contributions needed from the County will decrease.

The funding source for the FY 2022-23 County contribution is General Fund Contingencies, which has a balance of \$809,118 at the writing of this report. The use of \$193,700 in Contingencies would leave a remaining Contingencies balance of \$615,418. If the Board of Supervisors approves this MOU, the County Administrative Office will budget for the contribution in future years in the annual recommended budget financed by General Fund Contributions (GFC). The use of GFC for the cost share contribution to PRFMA for which County is a member agency, reduces the available funding for County programs that rely on GFC.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4861
Monterey County Water Resources Agency

Approved by: _____

Brent Buche, General Manager, (831) 755-4860
Monterey County Water Resources Agency

Attachments:

1. MCWRA Cost Share Agreement with PRFMA
2. MOU - PRFMA Cost Share Contributions
3. Board Resolution



Monterey County

Item No.

Board Report

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

Legistar File Number: 22-843

September 13, 2022

Introduced: 9/1/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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RECOMMENDATION:

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- a. Approve and authorize the County Administrative Officer to execute a Memorandum of Understanding (MOU) with the Monterey County Water Resources Agency for the amount not to exceed \$193,700 per fiscal year, effective October 1, 2022 thru June 30, 2030, for the Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to funding activities of the Pajaro Regional Flood Management Agency; and
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SUMMARY/DISCUSSION:

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The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The

PRFMA is the lead local agency to work with the United States Army Corps of Engineers in continuing the Pajaro River Federal Flood Control Project, which is currently maintained jointly by Zone 7 and MCWRA.

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MCWRA is currently negotiating an Operations, Maintenance, Repair, Rehabilitation and Replacement Agreement (“OMRR&R Agreement”) with the PRFMA to transfer MCWRA’s assets, current responsibilities, operation and maintenance activities, capital projects, flood monitoring, and related emergency response, all of which relate to Infrastructure in Zone 1/1A, to the PRFMA. In the event the OMRR&R Agreement is neither executed nor approved by December 31, 2022, MCWRA is not obligated to make any further contributions to the PRFMA.

To pay the total allocated amount of \$443,700 in FY 2022-23, MCWRA will dedicate \$250,000 of Zone 1/1A assessment revenue to the PRFMA, and MCWRA requests Monterey County (“County”) to contribute up to \$193,700. The County’s annual contributions shall be continued to cover funding gaps for the next seven years with the final contribution in FY 2029-30.

The funding gap will be calculated using variances between MCWRA’s maximum cost share amount of \$443,700 and Zone 1/1A assessments available for the PRFMA cost share. MCWRA needs parts of Zone 1/1A assessments to pay administrative expenses of Fund 112, as well as overhead expenses of WRA General Administration that is allocable to Fund 112. The administrative and overhead expenses include third party insurance cost, reimbursements to other government agencies and charges by other county service departments, which would be ineligible for reimbursements by PRFMA under the OMRRR Agreement. The annual contribution by the County to MCWRA for the Cost Share Agreement shall not exceed \$193,700.

It is expected that as the operations and responsibilities of PRFMA grows, Zone 1/1A flood assessment that MCWRA can contribute to the PRFMA Cost Share Agreement will increase while County’s contributions will decrease.

The County’s contribution to MCWRA for the Cost Share Agreement shall be terminated prior to FY 2029-30 and the County will be no longer obligated for its annual contributions if Zone 1/1A assessments available for the Cost Share Agreement exceeds \$443,700 and there is no funding gap.

The Cost Share Agreement along with the OMRR&R Agreement is a necessary step for the PRFMA to take over operations and maintenance responsibilities of the Pajaro River levee system, currently undertaken by the Member Agencies. The MOU with the County will provide sufficient fundings for such transfer of operations and maintenance responsibilities by covering the funding gaps.

The Budget Office considers that the Cost Share Agreement that pledges assessment revenue without clearly outlining the transfers of O&M, capital projects, and flood monitoring to the PRFMA would be a financial risk for the MCWRA.

OTHER AGENCY INVOLVEMENT:

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FINANCING:

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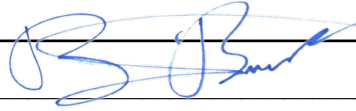
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It is expected that available Zone 1/1A benefit assessment revenues for the Cost Share Agreement would increase as operations and responsibilities of the PRFMA increase and the contributions needed from the County will decrease.

The funding source for the FY 2022-23 County contribution is General Fund Contingencies, which has a balance of \$809,118 at the writing of this report. The use of \$193,700 in Contingencies would leave a remaining Contingencies balance of \$615,418. If the Board of Supervisors approves this MOU, the County Administrative Office will budget for the contribution in future years in the annual recommended budget financed by General Fund Contributions (GFC). The use of GFC for the cost share contribution to PRFMA for which County is a member agency, reduces the available funding for County programs that rely on GFC.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4861
Monterey County Water Resources Agency

Approved by:



Brent Buche, General Manager, (831) 755-4860
Monterey County Water Resources Agency

Attachments:

1. MCWRA Cost Share Agreement with PRFMA
2. MOU - PRFMA Cost Share Contributions
3. Board Resolution

DRAFT

COST SHARING AGREEMENT

**TO FUND THE ACTIVITIES OF THE PAJARO REGIONAL
FLOOD MANAGEMENT AGENCY (PRFMA)**

BY AND AMONG THE

CITY OF WATSONVILLE,

SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT—ZONE 7,

MONTEREY COUNTY WATER RESOURCES AGENCY

AND

PAJARO REGIONAL FLOOD MANAGEMENT AGENCY

PAJARO REGIONAL FLOOD MANAGEMENT AGENCY

COST SHARING AGREEMENT

This Cost Sharing Agreement (“Agreement”) is made and entered into effective _____ (the “Effective Date”) by and among the following public agencies (individually, “Party” and collectively, “Parties”):

1. Santa Cruz County Flood Control and Water Conservation District, Zone 7 (“Zone 7”), created by resolutions of the Santa Cruz County Flood Control and Water Conservation District pursuant to Chapter 77 of the Water Code Appendix (West’s Annotated California Codes);
2. City of Watsonville, a municipal corporation (herein called “Watsonville”);
3. Monterey County Water Resources Agency (“MCWRA”), a special act agency of the State of California with duties and responsibilities set forth in Chapter 52 of the California Water Code Appendix; and
4. Pajaro Regional Flood Management Agency (“PRFMA” or “Agency”).

WHEREAS, PRFMA was formed under the Joint Exercise of Powers Act, Government Code sections 6500 et seq., pursuant to a Joint Exercise of Powers Agreement (“JPA Agreement”) dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate and maintain flood management infrastructure in Santa Cruz and Monterey Counties.

WHEREAS, the Member Agencies of the PRFMA are:

1. County of Santa Cruz, a political subdivision of the State of California organized and existing under the laws of the State of California;
2. Zone 7;
3. County of Monterey, a political subdivision of the State of California organized and existing under the laws of the State of California;
4. Watsonville; and
5. MCWRA.

WHEREAS, the JPA Agreement authorizes the PRFMA to:

- a. Study, plan, and implement ways and means to provide a reasonable program and plan of operation for the control of waters within or flowing into the boundaries of the Agency;
- b. Participate in financing or re-financing any Infrastructure, in accordance with any terms and conditions imposed by the JPA Law;

- c. Make and enter into contracts necessary to the accomplishment of the purposes of the JPA Agreement;
- d. Contract for the services of engineers, attorneys, planners, financial consultants, and other contractors and consultants as needed;
- e. Employ such persons as it deems necessary;
- f. Enter into agreements with the United States of America, the State of California, or any other public or private person to provide a portion or all of the local contribution which may be required for Infrastructure constructed by the State or Federal governments or one or more Member Agencies;
- g. Acquire, construct, manage, control, maintain, improve, repair, replace, and/or operate any Infrastructure; provided, however, that the Agency shall not do so as to Infrastructure within the boundaries of a Member Agency without its prior written agreement;
- h. Acquire by eminent domain or otherwise, and to hold and dispose of, any interest in real or personal property necessary to the accomplishment of the purposes of the JPA Agreement;
- i. Receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any persons, firms, corporations, or governmental entities;
- j. Sue and be sued in its own name;
- k. Adopt rules, regulations, policies, bylaws, and procedures governing the operation of the Agency;
- l. Incur debts, liabilities, or obligations;
- m. Levy and collect assessments and/or special taxes and to participate in other financing districts;
- n. Establish, revise, and collect fees as a condition of development of land or otherwise;
- o. Apply for, accept, and receive state, federal, or local licenses, permits, grants, loans, and other aid from any agency of the United States of America, or of the State of California, or from any other public or private entity necessary for the accomplishment of the purposes of the JPA Agreement;
- p. Perform all acts necessary or proper to carry out fully the purpose of the JPA Agreement and not inconsistent with the JPA Law;
- q. Invest money not required for the immediate necessities of the Agency pursuant to Government Code sections 6505.5 and 53601;
- r. Refinance indebtedness incurred by one of more Member Agencies in connection with any of the purposes of the JPA Agreement;

- s. Apply for letters of credit or other form of financial guarantees to secure the repayment of bonds and enter into agreements in connection therewith;
- t. Carry out and enforce the JPA Agreement; and
- u. Exercise all other powers common to the Member Agencies and authorized by Government Code section 6508.

WHEREAS, the JPA Agreement does not allocate contributions among the Member Agencies or among the Parties to this Agreement.

WHEREAS, the Parties desire to allocate financial contributions to the PRFMA as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above findings and of the mutual promises contained herein, the Parties do hereby agree as follows:

Section 1. Definitions.

Section 1.1 “Infrastructure” includes, without limitation, watercourses, drainage channels, conduits, ditches, canals, water storage facilities, pumping plants, levees, buildings and structures or other capital facilities for the management and disposal of waters within the boundaries of the PRFMA, or outside and running into the PRFMA, or to conserve any waters for beneficial use within the PRFMA, including easements and rights-of-way.

Section 1.2 “Project Commitments” means written agreements between or among the Member Agencies, PRFMA, the Parties, the State of California, the federal government or other public agencies to: (i) design, finance, acquire, construct, improve, operate or maintain Infrastructure, including funding for overhead, planning, and administrative costs; (ii) indemnify one another, one or more Member Agencies or Parties, or other public entities for liabilities arising out of such operation and maintenance or the failure of such operation and maintenance; and/or (iii) indemnify one another, one or more Member Agencies, Parties, or other public or private entities for design or construction of Infrastructure designed or constructed by the PRFMA.

Section 2. Allocation of Costs. All contributions to the PRFMA shall be allocated among the Parties in the manner set forth in Exhibit A.

Section 3. Project Commitments. This Agreement may not be rescinded or terminated, and Zone 7, MCWRA, and Watsonville may not withdraw from this Agreement while that Party’s contributions under this Agreement are used to fund Project Commitments, unless the PRFMA or another public agency has provided such reasonable written assurances to perform those Project Commitments as may be requested by the State, the Federal government, or other contracting parties to those Project Commitments. The PRFMA may assume Project Commitments of a Party by resolution of

the PRFMA Board and in no other fashion.

Section 4. Agreements Concerning PRFMA and Parties' Responsibilities. The Parties shall enter into one or more agreements transferring the current responsibilities and activities of Zone 7, MCWRA, and Watsonville regarding operation and maintenance ("O&M"), capital projects, flood monitoring, and related emergency response, all of which related to Infrastructure, to the PRFMA. Such agreement(s) shall be negotiated, executed, and approved by the Parties' legislative bodies on or before December 31, 2022, unless a later date is agreed to in writing by all Parties. In the event such agreement(s) are not negotiated, executed, and approved by this deadline, or a later date agreed to in writing by all the Parties, Zone 7, MCWRA, and Watsonville shall not be obligated to make any further contributions to PRFMA under this Agreement.

Section 5. Withdrawal. A Party may withdraw from this Agreement pursuant to the procedures set forth below.

Section 5.1 Notice. Prior to withdrawal, a Party must provide written notice of its intent to withdraw to the PRFMA, as well as all other Parties and PRFMA Member Agencies.

Section 5.2 Report. Within 60 days of receipt by the PRFMA, all Parties, and all Member Agencies of the written notice of intent to withdraw required under Section 5.1 above, the PRFMA shall order to be prepared a report ("Report") identifying the extent to which contributions from the Party proposing withdrawal ("Withdrawing Party") are used to fund Project Commitments that may prevent withdrawal pursuant to Section 3 above; the steps required to unwind the Withdrawing Party's obligation to fund Project Commitments; and alternative sources of funding the costs that would otherwise be allocated to or paid for by the Withdrawing Party's contributions. The Report shall be submitted to the PRFMA and the Member Agencies no later than 90 days after it is ordered prepared.

Section 5.3 Determination of Contributions to Fund Project Commitments. If the Report determines that no contributions from the Withdrawing Party are used to fund Project Commitments that would prevent withdrawal under Section 3 above as of the date of receipt of the notice required by Section 5.1 of this Agreement, the PRFMA shall authorize the Withdrawing Party by Resolution to withdraw from this Agreement at the next regularly scheduled meeting of the PRFMA Board. The Withdrawing Party's withdrawal from this Agreement shall be effective as of the date of adoption of said Resolution, and said Withdrawing Party shall no longer be a party to this Agreement or bound by its terms. All remaining Parties shall remain bound by the terms of this Agreement.

If the Report determines that contributions from the Withdrawing Party are used to fund Project Commitments and that withdrawal is prohibited pursuant to Section 3 of this Agreement as of the date of receipt of the notice required under section 5.1 of this Agreement, the Withdrawing Party shall remain subject to this Agreement.

Section 5.4 Appeal. The Withdrawing Party may appeal the Report’s determination that its contributions are used to fund Project Commitments that prevent withdrawal under section 3 of this Agreement by submitting an appeal to the PRFMA Clerk of the Board, including all information relevant to the Withdrawing Party’s position. The appeal shall be submitted no later than 60 days after receipt of the Report by the Withdrawing Party.

Within 60 days of submission of the Withdrawing Party’s appeal, the Board shall set a hearing to determine the status of the Withdrawing Party’s contributions to fund Project Commitments, and the Clerk of the Board shall provide the Withdrawing Party with at least 10 days’ written notice of the hearing.

Within 45 days after the hearing on appeal, the Board shall provide written notice to the Withdrawing Party of its determination, which shall be final.

If the Board determines that contributions from the Withdrawing Party do not fund Project Commitments that prevent withdrawal under Section 3 of this Agreement as of the date of receipt of the notice required under section 5.1 of this Agreement, the PRMA shall authorize the Withdrawing Party by resolution to withdraw from this Agreement at the next regularly scheduled meeting of the PRFMA Board.

Section 6. Amendment. This Agreement may only be amended by written amendment signed by all Parties then subject to this Agreement.

Section 7. Meet and Confer. The Parties shall meet and confer on the 10th anniversary of the Effective Date, and at other mutually agreeable times, to discuss and consider: (i) the sufficiency of funding sources under this Agreement, (ii) any alternatives to the funding sources under this Agreement and their feasibility, and (iii) alternative arrangements and agreements, including amendments to this Agreement, to meet the Parties’ goals.

Section 8. Indemnification. Each Party shall, to the fullest extent allowable under applicable law, indemnify and hold harmless the other Parties for and against any claim, action, liability, penalty, or other imposition whatsoever upon the other Parties, or any one of them, by reason of the activities of the indemnifying Party under this Agreement.

Section 9. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void and confer no rights on any third party. Any approved assignment or delegation shall be consistent with the terms of any then extant contributions to fund Project Commitments or other obligations of the Agency.

Section 10. Notice. Any notice or instrument required to be given or delivered shall be personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the clerk or secretary of the Member Agency or Party at the address indicated on the website of

the Member Agency or Party and shall be deemed to have been received by addressee 72 hours after such deposit. Notice may be given by such other means as the Member or Party specifies in writing.

Section 11. Severability. Should a court of competent jurisdiction decide any part, term, or provision of this Agreement conflicts with law or is otherwise unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby and, to that end, the Parties declare the parts, terms, and provisions of this Agreement to be severable.

Section 12. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes. Signatures may be given by emailed pdf or other equivalent means with the same force as original wet signatures.

Section 13. Integration. This Agreement represents the full and entire Agreement among the Parties with respect to the matters covered herein.

Section 14. Authority to Bind. The legislative bodies of the Parties have each authorized execution of this Agreement, as evidenced by the respective signatures attested below. The persons signing below warrant that they have actual authority to bind their respective principals to this Agreement.

Section 15. Selection of Forum. Any legal action or proceeding arising under this Agreement shall be brought in the Superior Court of California for the County of Sacramento and may not be brought or determined in any other forum or jurisdiction. The Parties unconditionally submit to the sole and exclusive jurisdiction of the Sacramento County Superior Court.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day indicated below.

CITY OF WATSONVILLE

By: _____
MAYOR

Date: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MONTEREY COUNTY WATER RESOURCES
AGENCY

By: _____
CHAIRPERSON

Date: _____

ATTEST:

AGENCY CLERK

APPROVED AS TO FORM:

AGENCY COUNSEL

SANTA CRUZ COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, ZONE 7

By: _____
CHAIRPERSON

Date: _____

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

DISTRICT COUNSEL

PAJARO REGIONAL FLOOD MANAGEMENT
AGENCY

By: _____
CHAIRPERSON

Date: _____

ATTEST:

BY: _____
SECRETARY

APPROVED AS TO FORM:

GENERAL COUNSEL

EXHIBIT A
Allocation of Parties' Contributions

The Parties shall contribute the amounts set forth below upon execution of this Agreement by all of the Parties and adoption by PRFMA of its 2022-23 annual budget. Thereafter, the Parties shall contribute the amounts set forth below including any adjustments on or before July 31 of each year.

It is the intent of the Parties to adjust the annual contributions for subsequent years as provided herein. Annual contributions for subsequent years may be adjusted for the increase in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area during the previous fiscal year ("CPI Adjustment") if approved by the increasing Party's legislative body. While Zone 7's revenues may not be increased by more than 4%, pursuant to terms previously approved and adopted, other Parties' revenues are not so limited. For years in which the CPI Adjustment exceeds 4%, all Parties able to do so – including Zone 7 if permissible – may approve a CPI Adjustment in excess of 4% and, if so approved, the CPI Adjustment shall equal the amount approved by the legislative bodies of all other Parties with the exception of Zone 7.

Moreover, the annual contribution from Zone 7 shall be at least 96% of projected revenue for Zone 7 during that fiscal year. Thus, the annual contribution from Zone 7 shall be the greater of (1) the Zone 7 initial contribution for the first fiscal year, increased by cumulative CPI Adjustments through the end of the previous fiscal year, and (2) 96% of projected Zone 7 revenue during that fiscal year. In the event that the remaining Zone 7 revenues and/or fund balance exceeds the projected 4% cost of Zone 7 administration for any fiscal year, the excess amount shall also be contributed by Zone 7.

Contributions:

Parties	Amount of Initial Contribution
City of Watsonville	\$49,000
Zone 7	\$2,138,400, but no less than 96% of projected revenue for Zone 7 during the initial year, as discussed above; plus any existing reserves or fund balance and revenues related to existing project commitments of Zone 7
Monterey County Water Resources Agency	\$443,700

MEMORANDUM OF UNDERSTANDING

between

THE MONTEREY COUNTY WATER RESOURCES AGENCY

and

THE COUNTY OF MONTEREY

regarding

PAJARO REGIONAL FLOOD MANAGEMENT AGENCY MONETARY
CONTRIBUTIONS

WHEREAS, the County of Monterey (“County”) is a political subdivision of the State of California with duties and responsibilities set forth in various provisions of the California Constitution, and state laws and regulations; and,

WHEREAS, the Monterey County Water Resources Agency (“MCWRA”) is a flood control and water agency established in 1990 by special act of the state legislature codified at Water Code Appendix Chapter 52, and is the successor to the Monterey County Flood Control and Water Conservation District established in 1947, also by special act of the state legislature; and,

WHEREAS, the County and MCWRA (separately a “Party”, collectively the “Parties”) are separate legal entities, with separate and distinct duties and responsibilities as set forth in their respective organic laws; and,

WHEREAS, the Pajaro Regional Flood Management Agency (“PRFMA”) was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement (“JPA Agreement”) dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties; and,

WHEREAS, the Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 (“Zone 7”), County of Monterey, City of Watsonville, and MCWRA, and PRFMA is the lead local agency to work with the United States Army Corps of Engineers (“USACE”) in continuing the Pajaro River Federal Flood Control Project to benefit both Santa Cruz and Monterey Counties, which is currently maintained jointly by Zone 7 and MCWRA; and,

WHEREAS, MCWRA is currently negotiating an Operations, Maintenance, Repair, Rehabilitation and Replacement Agreement with the PRFMA to transfer MCWRA's assets, current responsibilities, operation and maintenance activities, capital projects, flood monitoring, and related emergency response, all of which relate to Pajaro infrastructure in MCWRA's Zones 1/1A to the PRFMA; and,

WHEREAS, the proposed Fiscal Year ("FY") 2022-2023 budget of the PRFMA is \$3.832 million, and on July 13, 2022, the PRFMA certified a newly formed Proposition 218 benefit zone that will collect \$1,200,000 a year in assessments; and,

WHEREAS, a Cost Share Agreement has been proposed by PRFMA to allocate annual contributions of Watsonville, Zone 7, and MCWRA ("Cost Share Agencies") to fund operating expenses of the PRFMA by dedicating existing revenues generated within the boundaries of the PRFMA; the contributions from the Cost Share Agencies will be subject to an annual cost-of-living adjustment and the contribution allocations are \$2,138,400 for Zone 7, \$49,900 for Watsonville, and \$443,700 for MCWRA from its Zone 1/1A special assessments; and,

WHEREAS, MCWRA needs parts of its Zone 1/1A assessments to pay its administrative and overhead expenses which include third party insurance cost, reimbursements to other government agencies, and charges by other County service departments (see **Exhibit A** for a list of expense categories identified as the administrative and overhead expenses); and,

WHEREAS, in FY 2022-2023, MCWRA will dedicate at least \$250,000 of Zone 1/1A assessment revenue to PRFMA and, for the benefit of Monterey County and public generally, the County will contribute up to \$193,700 in FY 2022-2023 which contribution will be continued annually to cover funding gaps for the next seven years with the final contribution in FY 2029-2030; and,

WHEREAS, the funding gap will be calculated using the difference between MCWRA's maximum cost share amount of \$443,700 and the Zone 1/1A assessments available for PRFMA cost share; it is the expectation of the Parties that as the operations and responsibilities of PRFMA grow, MCWRA's Zone 1/1A assessments be available for contributions to PRFMA will increase; as operations and responsibilities of PRFMA grow, it is expected that MCWRA administrative and overhead expenses will decrease; and the annual contribution by County shall not exceed \$193,700; NOW THEREFORE,

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and MCWRA agree as follows:

1. Effective Date and Term.

This MOU will be effective as of the date last signed by either of the Parties and shall continue in effect until June 30, 2030, unless terminated as set forth in Section 3, below.

2. Obligations of the Parties.

- A. In FY 2022-2023, MCWRA will contribute \$250,000 of its Zone 1/1A assessments pursuant to the PRFMA Cost Share Agreement, and the County will contribute \$193,700 to MCWRA to cover the funding gap, so that MCWRA can contribute \$443,700 to PRFMA under the Cost Share Agreement.
- B. Between FY2023-2024 and FY2029-2030, the County will continue to cover funding gaps for next seven years with the final contribution in FY 2029-2030. The funding gaps will be determined as the difference between MCWRA's maximum cost share amount of \$443,700 and Zone 1/1A assessments available for PRFMA. The County's annual contribution to MCWRA for the Cost Share Agreement shall not exceed \$193,700.

3. Termination.

The final contribution by the County shall be in FY 2029-2030, and this MOU shall terminate without further action of the Parties on June 30, 2030. This MOU may be terminated prior to FY 2029-2030 by mutual agreement of the Parties.

4. Indemnification.

To the maximum extent permitted by law, MCWRA shall defend, indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments (collectively, "damages") incurred or sustained by the County arising from or related to the performance by MCWRA of its obligations under this MOU excepting therefrom any damages arising from or related to the gross negligence or willful misconduct of the County, its officers, agents, or employees.

5. General Provisions.

A. Notices.

All notices regarding performance under this MOU shall be sent by hand delivery, electronic mail, or U.S. mail (certified mail, return receipt requested and postage prepaid) to the persons and addresses listed below. Either party may change the designated person by notice to the other party. If sent by U.S. mail, delivery shall be presumed five (5) days following deposit with the U.S. Postal Service.

<p>To the MCWRA:</p> <p>General Manager 1441 Schilling Pl., North Bldg., Salinas, CA 93901 (831) 755-4860</p> <p>Copy to: Kelly L. Donlon, Assistant County Counsel 168 W. Alisal St., 3rd Floor Salinas, CA 93901 (831) 755-5313</p>	<p>To the County:</p> <p>County Administrative Officer 163 W. Alisal St., Third Floor Salinas, CA 93901 (831) 755-5115</p> <p>Copy to: Leslie J. Girard, County Counsel 168 W. Alisal St., 3rd Floor Salinas, CA 93901 (831) 755-5365</p>
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B. Modifications.

This MOU may be modified or amended only by written agreement of the Parties. No waiver or modification of this MOU or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Parties hereto.

C. No Waiver.

No covenant or condition of this MOU can be waived except by the written consent of MCWRA. Forbearance or indulgence by MCWRA in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the County.

D. Sole Agreement.

This MOU contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this MOU shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

E. Authority to Execute.

The persons executing this MOU on behalf of their respective party represent and warrant that they have, or have received, the proper authority to so execute this MOU.

IN WITNESS WHEREOF, the County and MCWRA have caused the Memorandum of Understanding to be executed:

Monterey County Water Resources Agency

County of Monterey

By _____
Brent Buche
General Manager

By _____
Charles J. McKee
County Administrative Officer

APPROVED AS TO FORM:

Monterey County Water Resources Agency

County of Monterey

By _____
Kelly L. Donlon
Assistant County Counsel

Leslie J. Girard
County Counsel

Exhibit A

General Ledger : Object Codes of administrative and overhead expenses for the Cost Share Agreement

Object Code	Object Name
6261	Insurance - General Liability (Non-recoverable)
6262	Insurance - General Liability (Recoverable)
6266	Insurance - Property
6268	Insurance - Other (Pollution Coverage)
6351	Membership Fees
6405	Courier Services - Internal
6406	Mail Handling Charges
6415	Records Retention Charge - Internal
6601	Accounting & Auditing Charges
6603	Data Processing Services - Internal
6607	Legal Service - Internal
7013	Reimbursement to Other Governmental Agencies
7301	Cost Plan Charges

Percent applicable for the cost share contribution calculations as administrative and overhead expenses:

Fund 111 – 2.63%

Fund 112 – 100%

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

Resolution No. 22 - _____

Resolution of the Monterey County Board of Supervisors to:

Authorize and direct the Auditor-Controller to transfer up to \$193,700 in FY 2022-23 to the Monterey County Water Resources Agency's Pajaro Levee Fund, Fund 112, Appropriation Unit WRA002 from General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5 vote required).

WHEREAS, the Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 et seq., pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties;

WHEREAS, the Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency");

WHEREAS, the PRFMA is the lead local agency to work with the United States Army Corps of Engineers in continuing the Pajaro River Federal Flood Control Project, which is currently maintained jointly by Zone 7 and MCWRA;

WHEREAS, a Cost Share Agreement has been proposed by PRFMA to allocate annual contributions of Watsonville, Zone 7, and MCWRA ("Cost Share Agencies"), and to fund operating expenses of the PRFMA by dedicating existing revenues generated within the boundaries of the PRFMA;

WHEREAS, under the Cost Share Agreement, contribution allocations in Fiscal Year (FY) 2022-23 are \$2,138,400 for Zone 7, \$49,900 for Watsonville, and \$443,700 for MCWRA and the annual contributions will be subject to an annual cost-of-living adjustment by the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area during the previous fiscal year ending June 30;

WHEREAS, MCWRA is currently negotiating an Operations, Maintenance, Repair, Rehabilitation and Replacement Agreement ("OMRR&R Agreement") with the PRFMA to transfer MCWRA's assets, current responsibilities, operation and maintenance activities, capital projects, flood monitoring, and related emergency response, all of which relate to Infrastructure

in Zone 1/1A, to the PRFMA. In the event the OMRR&R Agreement is neither executed nor approved by December 31, 2022, MCWRA is not obligated to make any further contributions to the PRFMA;

WHEREAS, in FY 2022-23, for the amount of \$443,700 allocated to MCWRA, MCWRA will dedicate \$250,000 of Zone 1/1A assessment revenue to the PRFMA, and MCWRA requests the County to contribute up to \$193,700. County's annual contributions shall be continued to cover funding gaps for the next seven years with the final contribution in FY 2029-30;

WHEREAS, The funding gap will be calculated using variances between MCWRA's maximum cost share amount of \$443,700 and Zone1/1A assessments available for the PRFMA cost share. MCWRA needs parts of Zone 1/1A assessments to pay administrative expenses of Fund 112, as well as overhead expenses of WRA General Administration that is allocable to Fund 112. The administrative and overhead expenses include third party insurance cost, reimbursements to other government agencies and charges by other county service departments, which would be ineligible for reimbursements by PRFMA under the OMRRR Agreement. The annual contribution by the County to MCWRA for the Cost Share Agreement shall not exceed \$193,700;

WHEREAS, It is expected that as the operations and responsibilities of PRFMA grows, Zone 1/1A flood assessment that MCWRA can contribute to the PRFMA Cost Share Agreement will increase while County's contributions will decrease. The County's contribution to MCWRA for the Cost Share Agreement shall be terminated prior to FY 2029-30 and the County will be no longer obligated for its annual contributions if Zone1/1A assessments available for the Cost Share Agreement exceeds \$443,700 and there is no funding gap; and

WHEREAS, The Cost Share Agreement along with the OMRR&R Agreement is a necessary step for the PRFMA to take over operations and maintenance responsibilities of the Pajaro River levee system, currently undertaken by the Member Agencies. The MOU with the County will provide sufficient fundings for such transfer of operations and maintenance responsibilities by covering the funding gaps.

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

Authorize and direct the Auditor-Controller to transfer up to \$193,700 in FY 2022-23 to the Monterey County Water Resources Agency's Pajaro Levee Fund, Fund 112, Appropriation Unit WRA002 from General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5 vote required).

PASSED AND ADOPTED upon motion of Supervisor_____, seconded by Supervisor_____, and carried this 13th day September, 2022, 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.16

Board Report

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

Legistar File Number: 22-840

September 13, 2022

Introduced: 8/31/2022

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

Consider adopting a resolution approving and authorizing forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment (BSA 001-3132) for the Pajaro River Flood Risk Management Project Design Phase.

RECOMMENDATION:

It is recommended that the Board of Supervisors of the County of Monterey:

Adopt a resolution approving and authorizing forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment (BSA 001-3132) for the Pajaro River Flood Risk Management Project Design Phase.

SUMMARY/DISCUSSION:

The Pajaro River Federal Flood Control Project was built in 1949 by the United States Army Corps of Engineers ("USACE") and is maintained jointly by the Santa Cruz County Flood Control and Water Conservation District - Zone 7 ("Zone 7") and the Monterey County Water Resources Agency ("MCWRA").

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021, in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties. Its Member Agencies are County of Santa Cruz, Zone 7, County of Monterey, City of Watsonville and MCWRA. The PRFMA is the lead local agency to work with USACE in continuing the Pajaro River Federal Flood Control Project ("Project"), which is currently maintained jointly by Zone 7 and MCWRA.

USACE and the non-federal sponsors (Zone 7 and MCWRA) entered into a Design Agreement ("DA") in May 2021 for the new Pajaro River Federal Flood Control Project ("Project"). The DA estimates a total Project cost of \$7,100,000, cost shares are projected to be \$4,615,000 for the federal government, \$1,342,500 for Zone 7 and \$1,142,500 for MCWRA over three years. Non-federal cost share contributions made by Zone 7 and MCWRA would be eligible for reimbursements by the California State Department of Water Resources ("DWR") thru the Coast Watershed Funding Agreement and a Subventions Agreement.

On November 16, 2021, Monterey County Board of Supervisors authorized a loan up to \$950,000

over two years to MCWRA to pay its non-federal cost share of the Project with the condition that it will be repaid with reimbursements from DWR. MCWRA borrowed \$658,500 in Fiscal Year 2021-22, and submitted a reimbursement request to DWR in July 2022. A request of the second installment in FY 2022-23 for \$291,500 was submitted to the County by MCWRA on July 7, 2022.

A recent survey of the Pajaro Levee by PRFMA indicates that a portion of the levee crest on the Monterey County side requires restoration, which is estimated to cost approximately \$3.5 to \$4.0 million, assuming construction in 2026. The area that needs crest restoration is upstream of the Project and modeling identifies this as an area of concern. A temporary protective measure within the restoration reach is to install Muscle Wall of 10,510 feet length for the high priority areas. MCWRA, working with PRFMA has secured 1,000 feet of Muscle Wall from DWR. The total estimate of the complete Muscle Wall is \$859,227.53 for materials, and there will be additional cost for storage and labor. Materials will be paid by MCWRA and there may also be additional work costs that will be performed by PRFMA.

PRFMA and MCWRA staff understand this area to pose a potential public safety risk and believe this temporary protective measure will reduce flood risk.

The amount estimated for the Muscle Wall exceeds MCWRA's Fund 112 (Pajaro Levee) fund balance. The primary funding source of Fund 112 is flood benefit special assessments of Zone 1/1A, which pays for routine operations and maintenance activities and is not sufficient to cover unexpected cost such as installation of the Muscle Wall. MCWRA cannot borrow from most other MCWRA funds due to restrictions specific to the MCWRA Zones. The funds that could be utilized do not have sufficient fund balance to pay the remaining amount. Reimbursements from DWR, which was originally intended to repay the County loan is the only possible revenue MCWRA has been able to identify for this purpose.

The survey of the Pajaro Levee by the PRFMA occurred after the building of the County's Recommended Budget. MCWRA was informed of estimate costs of Muscle Wall on June 22, 2022, which was after adoption of FY 2022-23 Budget. Hence, a request for funding for the project or loan forgiveness was not part of the MCWRA's budget presentations.

OTHER AGENCY INVOLVEMENT:

MCWRA is working with the PRFMA, Office of the County Counsel, and County Budget Office on the topic. The Budget Committee supported the request of the loan forgiveness at its August 31, 2022 meeting.

FINANCING:

The FY 2022-23 starting balance of Cannabis Tax Assignment (including the use of the assignment as a funding source) is \$2,070,115.50. The balance reflects the amount of \$977,006.50 set aside for the Jail House Addition Change Order No. 440 and the second loan installment of \$291,500 for WRA for the Pajaro Levee Project.

The County's FY 2022-23 Adopted Budget does not include a re-payment from MCWRA for the

loan. The MCWRA Fiscal Year 2022-23 Adopted Budget for Fund 112 includes the planned repayment for \$658,500 to the County. Therefore, approval of the loan forgiveness will not have an impact to the County's Adopted Budget. The only impact is a lower Cannabis Tax Assignment balance since the loan would be forgiven.

DWR will reimburse MCWRA's non-federal share contributions under the Coast Watershed Funding Agreement that PRFMA has executed with DWR. The first invoice for \$658,500 is scheduled for submission in July 2022 and the second invoice for \$291,500 will be submitted in October 2022. The reimbursements from DWR under the Coast Watershed Funding Agreement are expected within 90 to 120 days after DWR receives the invoices.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4861
Monterey County Water Resources Agency

Approved by: _____
Brent Buche, General Manager, (831) 755-4860
Monterey County Water Resources Agency

Attachment:

1. Resolution 21-405
2. Muscle Wall Cost Analysis
3. Board Resolution



Monterey County

Item No.

Board Report

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

Legistar File Number: 22-840

September 13, 2022

Introduced: 8/31/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Consider adopting a resolution approving and authorizing forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment (BSA 001-3132) for the Pajaro River Flood Risk Management Project Design Phase.

RECOMMENDATION:

It is recommended that the Board of Supervisors of the County of Monterey:

Adopt a resolution approving and authorizing forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment (BSA 001-3132) for the Pajaro River Flood Risk Management Project Design Phase.

SUMMARY/DISCUSSION:

The Pajaro River Federal Flood Control Project was built in 1949 by the United States Army Corps of Engineers ("USACE") and is maintained jointly by the Santa Cruz County Flood Control and Water Conservation District - Zone 7 ("Zone 7") and the Monterey County Water Resources Agency ("MCWRA").

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021, in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties. Its Member Agencies are County of Santa Cruz, Zone 7, County of Monterey, City of Watsonville and MCWRA. The PRFMA is the lead local agency to work with USACE in continuing the Pajaro River Federal Flood Control Project ("Project"), which is currently maintained jointly by Zone 7 and MCWRA.

USACE and the non-federal sponsors (Zone 7 and MCWRA) entered into a Design Agreement ("DA") in May 2021 for the new Pajaro River Federal Flood Control Project ("Project"). The DA estimates a total Project cost of \$7,100,000, cost shares are projected to be \$4,615,000 for the federal government, \$1,342,500 for Zone 7 and \$1,142,500 for MCWRA over three years. Non-federal cost share contributions made by Zone 7 and MCWRA would be eligible for reimbursements by the California State Department of Water Resources ("DWR") thru the Coast Watershed Funding Agreement and a Subventions Agreement.

On November 16, 2021, Monterey County Board of Supervisors authorized a loan up to \$950,000

over two years to MCWRA to pay its non-federal cost share of the Project with the condition that it will be repaid with reimbursements from DWR. MCWRA borrowed \$658,500 in Fiscal Year 2021-22, and submitted a reimbursement request to DWR in July 2022. A request of the second installment in FY 2022-23 for \$291,500 was submitted to the County by MCWRA on July 7, 2022.

A recent survey of the Pajaro Levee by PRFMA indicates that a portion of the levee crest on the Monterey County side requires restoration, which is estimated to cost approximately \$3.5 to \$4.0 million, assuming construction in 2026. The area that needs crest restoration is upstream of the Project and modeling identifies this as an area of concern. A temporary protective measure within the restoration reach is to install Muscle Wall of 10,510 feet length for the high priority areas. MCWRA, working with PRFMA has secured 1,000 feet of Muscle Wall from DWR. The total estimate of the complete Muscle Wall is \$859,227.53 for materials, and there will be additional cost for storage and labor. Materials will be paid by MCWRA and there may also be additional work costs that will be performed by PRFMA.

PRFMA and MCWRA staff understand this area to pose a potential public safety risk and believe this temporary protective measure will reduce flood risk.

The amount estimated for the Muscle Wall exceeds MCWRA's Fund 112 (Pajaro Levee) fund balance. The primary funding source of Fund 112 is flood benefit special assessments of Zone 1/1A, which pays for routine operations and maintenance activities and is not sufficient to cover unexpected cost such as installation of the Muscle Wall. MCWRA cannot borrow from most other MCWRA funds due to restrictions specific to the MCWRA Zones. The funds that could be utilized do not have sufficient fund balance to pay the remaining amount. Reimbursements from DWR, which was originally intended to repay the County loan is the only possible revenue MCWRA has been able to identify for this purpose.

The survey of the Pajaro Levee by the PRFMA occurred after the building of the County's Recommended Budget. MCWRA was informed of estimate costs of Muscle Wall on June 22, 2022, which was after adoption of FY 2022-23 Budget. Hence, a request for funding for the project or loan forgiveness was not part of the MCWRA's budget presentations.

OTHER AGENCY INVOLVEMENT:

MCWRA is working with the PRFMA, Office of the County Counsel, and County Budget Office on the topic. The Budget Committee supported the request of the loan forgiveness at its August 31, 2022 meeting.

FINANCING:

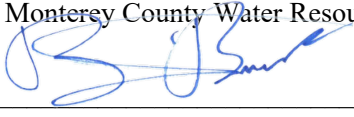
The FY 2022-23 starting balance of Cannabis Tax Assignment (including the use of the assignment as a funding source) is \$2,070,115.50. The balance reflects the amount of \$977,006.50 set aside for the Jail House Addition Change Order No. 440 and the second loan installment of \$291,500 for WRA for the Pajaro Levee Project.

The County's FY 2022-23 Adopted Budget does not include a re-payment from MCWRA for the

loan. The MCWRA Fiscal Year 2022-23 Adopted Budget for Fund 112 includes the planned repayment for \$658,500 to the County. Therefore, approval of the loan forgiveness will not have an impact to the County's Adopted Budget. The only impact is a lower Cannabis Tax Assignment balance since the loan would be forgiven.

DWR will reimburse MCWRA's non-federal share contributions under the Coast Watershed Funding Agreement that PRFMA has executed with DWR. The first invoice for \$658,500 is scheduled for submission in July 2022 and the second invoice for \$291,500 will be submitted in October 2022. The reimbursements from DWR under the Coast Watershed Funding Agreement are expected within 90 to 120 days after DWR receives the invoices.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4861
Monterey County Water Resources Agency

Approved by: 
Brent Buche, General Manager, (831) 755-4860
Monterey County Water Resources Agency

Attachment:

1. Resolution 21-405
2. Muscle Wall Cost Analysis
3. Board Resolution

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

Resolution No. 21-405

Resolution of the Monterey County Board of Supervisors to:

- a. Authorize the County of Monterey to issue a loan not to exceed \$950,000, valid through June 30, 2023, to the Monterey County Water Resources Agency to pay its non-federal cost share of the Pajaro River Flood Risk Management Project Design Phase, and to be repaid with reimbursements from California State Subvention funds; and
- b. Authorize the Auditor-Controller to amend the County's Administrative Office 001-1050-CAO017-8038 FY 2021-22 adopted budget to increase appropriations by \$658,500, financed by a release of \$658,500 from the Cannabis Assignment Fund balance BSA 001-3132 (4/5 vote required).

WHEREAS, The Pajaro River Federal Flood Control Project was built in 1949 by the United States Army Corps of Engineers ("USACE") and is maintained jointly by the Santa Cruz County Flood Control and Water Conservation District – Zone 7 ("Zone 7") and the Monterey County Water Resources Agency ("MCWRA"). USACE has recently completed the necessary steps for the Project to enter into the Design Phase, which includes performance of detailed pre-construction engineering, preparation of plans and specifications for the initial construction contract for the project. The Director's Report signed and released on December 12, 2019, by the USACE Headquarters confirms the federal authorization;

WHEREAS, the USACE and the non-federal sponsors (Zone 7 and MCWRA) entered into a Design Agreement ("DA") in May 2021. The DA describes the financial commitment of the federal government and the non-federal sponsors, who will share in the costs of all requirements needed to complete the preconstruction engineering and design under the first construction contract. The cost-share allocation is 65% federal and 35% non-federal. The non-federal sponsors' share will be split 50/50 between Zone 7 and MCWRA. The DA estimates a total project cost of \$7,100,000, the federal government's share projected to be \$4,615,000, the non-federal sponsors' work-in kind share by Zone 7 to be \$200,000, and the non-federal sponsors' cash contribution share of \$2,285,000 over multiple fiscal years. MCWRA's projected cash-share is \$1,142,500;

WHEREAS, the USACE invoiced the non-federal sponsors for \$385,000 for the first cash contribution. MCWRA paid \$192,500 for the 50/50 cost-share on June 22, 2021. MCWRA received the second invoice dated September 23, 2021, requesting the non-federal sponsor cash contribution of \$1,317,000, due on October 22, 2021; MCWRA's share is \$658,500. USACE granted MCWRA and Zone 7 an extension of the due date. MCWRA's remaining estimated cost-share of the project will be \$291,500 and is expected to be paid out in FY 2022-23;

WHEREAS, The Monterey County Board of Supervisors authorized a loan to MCWRA from the Cannabis Assignment on July 7, 2020, of up to \$1,000,000 to assist MCWRA with its cash flow for the non-federal share costs. This loan was not utilized in FY 2020-2021 due to delays in finalizing the Subventions Agreement with the California Division of Water Resources. MCWRA did not include the projected cash-share in its FY 2021-22 Adopted Budget. MCWRA requests to reinstate the authorization of the loan for MCWRA in FY 2021-22 and FY 2022-23 to pay the remaining non-federal sponsors' cash contributions of \$950,000;

WHEREAS, the MCWRA Board of Supervisors has authorized the funding agreement. MCWRA and Zone 7 are negotiating with the Division of Water Resources on a funding agreement for State Subventions authorization. While the proposed cost share from the State is up to 100% of the non-federal eligible costs under the State Subventions authorization, the reimbursements under this agreement may not be received until FY 2022-23; and

WHEREAS, the MCWRA total non-federal sponsor cost-share needed exceeds the Fund 112 (Pajaro Levee) fund balance. MCWRA cannot borrow from most other MCWRA funds due to restrictions specific to the Zones. The funds that could be utilized do not have sufficient fund balance to pay for the invoiced amounts. The loan from the Cannabis Assignment will be repaid to the County's when the State Subvention Funds are received, estimated to be between 6 to 12 months from the time the costs are incurred.

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

- a. Authorize the County of Monterey to issue a loan not to exceed \$950,000, valid through June 30, 2023, to the Monterey County Water Resources Agency to pay its non-federal cost share of the Pajaro River Flood Risk Management Project Design Phase, and to be repaid with reimbursements from California State Subvention funds; and
- b. Authorize the Auditor-Controller to amend the County's Administrative Office 001-1050-CAO017-8038 FY 2021-22 adopted budget to increase appropriations by \$658,500, financed by a release of \$658,500 from the Cannabis Assignment Fund balance BSA 001-3132 (4/5ths vote required).

PASSED AND ADOPTED on this 16th day of November 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

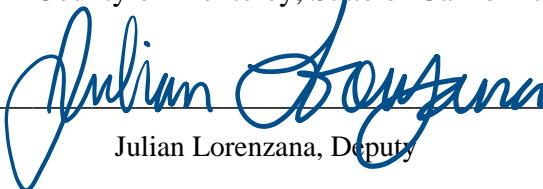
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 16, 2021.

Dated: November 22, 2021

File ID: WRAG 21-175

Agenda Item No.: 1

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



Julian Lorenzana, Deputy

Muscle Wall Cost Analysis

JR Barker - 6/17/2022

Zone 7 Flood Control and Water Conservation District

Length of Levee	10,510 feet
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Cost per unit	\$ 429.00
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Additional material cost per unit	\$ 50.00
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Labor Cost per unit	\$ 11.52
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Total Cost Per Unit	\$ 490.52
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Total Cost Per Linear Foot	\$ 81.75
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Total Cost for Length of levee	\$ 859,227.53
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Storage Requirement for Muscle Wall	2,943 sq ft
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NOTES

this cost analysis assumes the 2' tall and 6' wide muscle walls would be used

Costs were based on numbers provided by representatives from Muscle Wall

Additional material costs include clips, sandbags, and visqueen

Values do not include costs related to water to fill Muscle Wall Units

(i.e. pumps, hoses, water trucks, delivery fees, etc.)

The District assumes that MCWRA would provide storage for all materials or would cover all costs associated with storage. Those costs are not included in this analysis.

Muscle Wall must be stored in covered area, out of direct exposure to sunlight

Storage requirement estimated based on packed dimensions of Muscle Wall on pallettes.

Mobilization and delivery of equipment and materials not included in this analysis

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

Resolution No. 22 - _____

Resolution of the Monterey County Board of Supervisors to:

Approve and authorize forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment for the Pajaro River Flood Risk Management Project Design Phase.

WHEREAS, the Pajaro River Federal Flood Control Project was built in 1949 by the United States Army Corps of Engineers ("USACE") and is maintained jointly by the Santa Cruz County Flood Control and Water Conservation District – Zone 7 ("Zone 7") and the Monterey County Water Resources Agency ("MCWRA");

WHEREAS, the Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 et seq., pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021, in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties. Its Member Agencies are County of Santa Cruz, Zone 7, County of Monterey, City of Watsonville and MCWRA;

WHEREAS, the PRFMA is the lead local agency to work with USACE in continuing the Pajaro River Federal Flood Control Project ("Project"), which is currently maintained jointly by Zone 7 and MCWRA;

WHEREAS, USACE and the non-federal sponsors (Zone 7 and MCWRA) entered into a Design Agreement ("DA") in May 2021 for the new Pajaro River Federal Flood Control Project ("Project");

WHEREAS, the DA estimates a total Project cost of \$7,100,000, cost shares are projected to be \$4,615,000 for the federal government, \$1,342,500 for Zone 7 and \$1,142,500 for MCWRA over three years;

WHEREAS, non-federal cost share contributions made by Zone 7 and MCWRA would be eligible for reimbursements by the California State Department of Water Resources ("DWR") thru the Coast Watershed Funding Agreement and a Subventions Agreement;

WHEREAS, on November 16, 2021, Monterey County Board of Supervisors authorized a loan up to \$950,000 over two years to MCWRA to pay its non-federal cost share of the Project with the condition that it will be repaid with reimbursements from DWR;

WHEREAS, MCWRA borrowed \$658,500 in Fiscal Year 2021-22, and submitted a

reimbursement request to DWR in July 2022. A request of the second installment in FY 2022-23 for \$291,500 was submitted to the County by MCWRA on July 7, 2022;

WHEREAS, a recent survey of the Pajaro Levee by PRFMA indicates that a portion of the levee crest on the Monterey County side requires restoration, which is estimated to cost approximately \$3.5 to \$4.0 million, assuming construction in 2026;

WHEREAS, temporary protective measure within the restoration reach is to install Muscle Wall of 10,510 feet length for the high priority areas;

WHEREAS, estimate cost of the complete Muscle Wall is \$859,227.53 for materials, and there will be additional cost for storage and labor. Materials will be paid by MCWRA and there may also be additional work costs that will be performed by PRFMA;

WHEREAS, the area that needs crest restoration is upstream of the Project and modeling identifies this as an area of concern. PRFMA and MCWRA staff understand this area to pose a potential public safety risk and believe this temporary protective measure will reduce flood risk; and

WHEREAS, the primary funding source of Fund 112 is flood benefit special assessments of Zone1/1A, which pays for routine operations and maintenance activities and is not sufficient to cover unexpected cost such as installation of the Muscle Wall and reimbursements from DWR, which was originally intended to repay the County loan is the only possible revenue MCWRA has been able to identify for this purpose.

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

Adopt a resolution approving and authorizing forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment for the Pajaro River Flood Risk Management Project Design Phase.

PASSED AND ADOPTED upon motion of Supervisor_____, seconded by Supervisor_____, and carried this 13th day of September, 2022, 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.17

Board Report

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

Legistar File Number: 22-836

September 13, 2022

Introduced: 9/2/2022

Current Status: Scheduled PM

Version: 1

Matter Type: General Agenda Item

Public Hearing to consider an appeal by The Open Monterey Project from the June 29, 2022 Planning Commission decision approving a Combined Development Permit for the Highway 156 and Castroville Boulevard Interchange Safety Improvement project, including development on slopes exceeding 25%, within 100 feet of environmentally sensitive habitat areas, and the removal of one Coast Live Oak tree.

Project Location: State Route 156 between Castroville Boulevard (postmile R1.40) and the Moro Cojo Slough Bridge (postmile 1.60), North County Land Use Plan, Coastal Zone (Assessor's Parcel Numbers: 133-081-007-000, 133-073-002-000, 133-073-005-000, 133-073-008-000, 133-073-034-000, 133-073-009-000, 133-073-001-000, 133-073-004-000, 133-073-007-000, 133-072-031-000, 133-073-006-000, 133-073-003-000, 133-072-014-000, 133-072-006-000, 133-071-013-000, 133-071-012-000, 133-071-021-000, 133-071-010-000, 133-071-011-000, and 133-071-008-000)

Proposed CEQA action: Consider a CEQA/NEPA Revalidation Form together Final Environmental Impact Report/Environmental Impact Statement (FEIR/EIS) previously certified by the California Department of Transportation for the State Route 156 West Corridor Project on January 31, 2013 (SCH#1999111063).

RECOMMENDATION:

It is recommended that the Board of Supervisors continue the hearing to the October 11, 2022 Board of Supervisors meeting.

PROJECT INFORMATION:

Property Owner/Agent: California Department of Transportation

APN: 133-071-010-000, 133-071-011-000, 133-071-012-000, 133-071-013-000, 133-071-021-000, 133-072-034-000, 133-073-001-000, 133-073-002-000, 133-073-003-000, 133-073-004-000, 133-073-005-000, 133-073-006-000, 133-073-007-000, 133-073-008-000, 133-073-009-000 and 133-081-007-000

Parcel Size: 43 acres for all parcels

Zoning: Coastal Agricultural Preserve (CAP), Resource Conservation (RC), High Density Residential (HDR), and Coastal General Commercial (CGC)

Plan Area: North County Land Use Plan

Flagged and Staked: No

SUMMARY:

After notice of the September 13, 2022 Board of Supervisors hearing was distributed, County staff received correspondence from the applicant, Caltrans, requesting postponement of the hearing to October 11, 2022 to allow time to proceed with an amendment to the Local Coastal Program (LCP).

Staff received correspondence from a representative of the appellant, The Open Monterey Project, stating that they were willing to continue the appeal hearing to October date provided that the draft language for “the LCP amendment and the revised agricultural lands mitigation will be released on October 4, 2022.”

Staff has met with Caltrans and California Coastal Commission staff on appropriate LCP language, which would include agricultural lands mitigation. Based on staff report deadlines, the staff report to the Board would be published prior to October 4, 2022. Therefore, on behalf of the applicant and appellant, staff requests the hearing on this item be continued to the Board of Supervisors meeting scheduled for October 11, 2022.

OTHER AGENCY INVOLVEMENT:

California Coastal Commission
Environmental Health Bureau
Public Works, Facilities & Parks
HCD-Engineering Services
HCD-Environmental Services
North County Fire Protection District
North County Land Use Advisory Committee
Castroville Land Use Advisory Committee
California Department of Transportation, District 5

FINANCING:

The Board appeal fee is \$3,000. However, projects in the coastal zone are not charged an appeal fee. If the County were to charge a fee, then the project could be appealed directly to the Coastal Commission rather than going to the Board first. Funding for staff time associated with this appeal is included in the FY2022-23 Adopted Budget Unit 8543, Appropriation Unit HCD002.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Anna V. Quenga, AICP, Principal Planner, ext. 5175
Fionna Jensen, Associate Planner, ext. 6407
Reviewed by: Craig Spencer, HCD Chief of Planning
Approved by: Erik Lundquist, AICP, HCD Director

cc: Front Counter Copy; California Coastal Commission; Erik Lundquist, HCD Director; Craig Spencer, HCD Chief of Planning; Fionna Jensen, Associate Planner; Anna Quenga, AICP, Principal Planner; Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks; Mitch Dallas, Caltrans, Applicant/Owner; Michael Lew, PE, Caltrans, Project Manager; North County School District; Transportation Agency of Monterey County (TAMC); The Open Monterey Project (Molly Erickson), Appellant; LandWatch (Executive Director); Project File PLN200118.



Monterey County

Item No.

Board Report

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

Legistar File Number: 22-836

September 13, 2022

Introduced: 9/2/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Public Hearing to consider an appeal by The Open Monterey Project from the June 29, 2022 Planning Commission decision approving a Combined Development Permit for the Highway 156 and Castroville Boulevard Interchange Safety Improvement project, including development on slopes exceeding 25%, within 100 feet of environmentally sensitive habitat areas, and the removal of one Coast Live Oak tree.

Project Location: State Route 156 between Castroville Boulevard (postmile R1.40) and the Moro Cojo Slough Bridge (postmile 1.60), North County Land Use Plan, Coastal Zone (Assessor's Parcel Numbers: 133-081-007-000, 133-073-002-000, 133-073-005-000, 133-073-008-000, 133-073-034-000, 133-073-009-000, 133-073-001-000, 133-073-004-000, 133-073-007-000, 133-072-031-000, 133-073-006-000, 133-073-003-000, 133-072-014-000, 133-072-006-000, 133-071-013-000, 133-071-012-000, 133-071-021-000, 133-071-010-000, 133-071-011-000, and 133-071-008-000)

Proposed CEQA action: Consider a CEQA/NEPA Revalidation Form together Final Environmental Impact Report/Environmental Impact Statement (FEIR/EIS) previously certified by the California Department of Transportation for the State Route 156 West Corridor Project on January 31, 2013 (SCH#1999111063).

RECOMMENDATION:

It is recommended that the Board of Supervisors continue the hearing to the October 11, 2022 Board of Supervisors meeting.

PROJECT INFORMATION:

Property Owner/Agent: California Department of Transportation

APN: 133-071-010-000, 133-071-011-000, 133-071-012-000, 133-071-013-000, 133-071-021-000, 133-072-034-000, 133-073-001-000, 133-073-002-000, 133-073-003-000, 133-073-004-000, 133-073-005-000, 133-073-006-000, 133-073-007-000, 133-073-008-000, 133-073-009-000 and 133-081-007-000

Parcel Size: 43 acres for all parcels

Zoning: Coastal Agricultural Preserve (CAP), Resource Conservation (RC), High Density Residential (HDR), and Coastal General Commercial (CGC)

Plan Area: North County Land Use Plan

Flagged and Staked: No

SUMMARY:

After notice of the September 13, 2022 Board of Supervisors hearing was distributed, County staff received correspondence from the applicant, Caltrans, requesting postponement of the hearing to October 11, 2022 to allow time to proceed with an amendment to the Local Coastal Program (LCP).

Staff received correspondence from a representative of the appellant, The Open Monterey Project, stating that they were willing to continue the appeal hearing to October date provided that the draft language for “the LCP amendment and the revised agricultural lands mitigation will be released on October 4, 2022.”

Staff has met with Caltrans and California Coastal Commission staff on appropriate LCP language, which would include agricultural lands mitigation. Based on staff report deadlines, the staff report to the Board would be published prior to October 4, 2022. Therefore, on behalf of the applicant and appellant, staff requests the hearing on this item be continued to the Board of Supervisors meeting scheduled for October 11, 2022.

OTHER AGENCY INVOLVEMENT:

California Coastal Commission
 Environmental Health Bureau
 Public Works, Facilities & Parks
 HCD-Engineering Services
 HCD-Environmental Services
 North County Fire Protection District
 North County Land Use Advisory Committee
 Castroville Land Use Advisory Committee
 California Department of Transportation, District 5

FINANCING:

The Board appeal fee is \$3,000. However, projects in the coastal zone are not charged an appeal fee. If the County were to charge a fee, then the project could be appealed directly to the Coastal Commission rather than going to the Board first. Funding for staff time associated with this appeal is included in the FY2022-23 Adopted Budget Unit 8543, Appropriation Unit HCD002.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Check the related Board of Supervisors Strategic Initiatives:

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

Legistar File Number: 22-836

Prepared by: Anna V. Quenga, AICP, Principal Planner, ext. 5175
Fionna Jensen, Associate Planner, ext. 6407
Reviewed by: Craig Spencer, HCD Chief of Planning
Approved by: Erik Lundquist, AICP, HCD Director

ds
EL

cc: Front Counter Copy; California Coastal Commission; Erik Lundquist, HCD Director; Craig Spencer, HCD Chief of Planning; Fionna Jensen, Associate Planner; Anna Quenga, AICP, Principal Planner; Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks; Mitch Dallas, Caltrans, Applicant/Owner; Michael Lew, PE, Caltrans, Project Manager; North County School District; Transportation Agency of Monterey County (TAMC); The Open Monterey Project (Molly Erickson), Appellant; LandWatch (Executive Director); Project File PLN200118.



Monterey County

Item No.18

Board Report

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

Legistar File Number: 22-841

September 13, 2022

Introduced: 9/6/2022

Current Status: Scheduled PM

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 of 1.8% effective July 1, 2022. The salary adjustments will be implemented September 24, 2022.

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 1.8% effective July 1, 2022. The salary adjustments will be implemented September 24, 2022.

SUMMARY:

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 July 19, 2022, memorandum from the Judicial Council of California and Exempt Pay Letter from the California Department of Human Resources (CALHR) detail the salary increases provided to superior court judges for FY 2022-23.

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, this salary adjustment pursuant to the Code will be implemented September 24, 2022, with an effective date of July 1, 2022. Please note that the adjustments provided in Section 2.04.0370C are automatic; action by the Board of Supervisors is not required or necessary for the adjustments to go into effect.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office and Office of County Counsel concur with this report.

FINANCING:

The salary adjustments will result in costs of approximately \$13,388 for FY 2022-23. These salary adjustments were not included in the FY 2022-23 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 cost of approximately \$13,388 will be included in the department's FY 2023-24 budget request.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The notice of adjustment of the annual salary of the members of the Board of Supervisors is mandated by County Code and is not a part of the Board of Supervisors Strategic Initiatives.

Prepared By: Kim Moore, Assistant Director of Human Resources, 755-5353

Approved By: Irma Ramirez-Bough, Director of Human Resources, 755-5043

Attachments:

Fiscal year 2022-23 Judicial Salary Increase memorandum from Judicial Council of California with the attached Exempt Pay Letter from the California Department of Human Resources (CALHR)

cc: Charles J. McKee, County Administrative Officer

Les Girard, County Counsel



Monterey County

Item No.

Board Report

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

Legistar File Number: 22-841

September 13, 2022

Introduced: 9/6/2022

Current Status: Agenda Ready

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 of 1.8% effective July 1, 2022. The salary adjustments will be implemented September 24, 2022.

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 1.8% effective July 1, 2022. The salary adjustments will be implemented September 24, 2022.

SUMMARY:

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 July 19, 2022, memorandum from the Judicial Council of California and Exempt Pay Letter from the California Department of Human Resources (CALHR) detail the salary increases provided to superior court judges for FY 2022-23.

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, this salary adjustment pursuant to the Code will be implemented September 24, 2022, with an effective date of July 1, 2022. Please note that the adjustments provided in Section 2.04.0370C are automatic; action by the Board of Supervisors is not required or necessary for the adjustments to go into effect.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office and Office of County Counsel concur with this report.

FINANCING:

The salary adjustments will result in costs of approximately \$13,388 for FY 2022-23. These salary adjustments were not included in the FY 2022-23 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 cost of approximately \$13,388 will be included in the department's FY 2023-24 budget request.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The notice of adjustment of the annual salary of the members of the Board of Supervisors is mandated by County Code and is not a part of the Board of Supervisors Strategic Initiatives.

Legistar File Number: 22-841

Prepared By: Kim Moore, Assistant Director of Human Resources, 755-5353

Approved By: Irma Ramirez-Bough, Director of Human Resources, 755-5043

DocuSigned by:

Kimberley Moore
DocuSigned by:

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Irma Ramirez-Bough

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Attachments:

Fiscal year 2022-23 Judicial Salary Increase memorandum from Judicial Council of California with the attached Exempt Pay Letter from the California Department of Human Resources (CALHR)

cc: Charles J. McKee, County Administrative Officer

Les Girard, County Counsel



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

MEMORANDUM

Date

July 19, 2022

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 2022–23 Judicial Salary Increase

I am forwarding the attached Exempt Pay Letter from the California Department of Human Resources (CalHR) regarding fiscal year 2022–23 judicial salary increases.

The pay letter addresses a 1.80% increase to judicial salaries effective July 1, 2022, 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.

The attached Exempt Pay Letter from CalHR does not include a general salary increase for seven Bargaining Units which still have open contracts. In the event that agreements are reached and ratified and a general salary increase provided to those state employees changes the judicial increase percentage, a second adjustment may be made and CalHR would process additional Exempt Pay Letters, retroactive to July 1, 2022.

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 July 2022 payroll checks issued on August 1, 2022.

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 Amy Tong
Director Eraina Ortega

July 19, 2022

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, 2022. This represents a salary increase of 1.80% percent based on the figures of the average increase provided to State employees in FY 2022-2023.

Class Code	Class Title	Monthly Salary	Annual Salary	New Monthly Salary	New Annual Salary
L5987	Chief Justice	\$24,008.33	\$288,100	\$24,440.50	\$293,286
L5988	Associate Justice	\$22,894.33	\$274,732	\$23,306.41	\$279,677
L5991	Justice, Court of Appeal	\$21,463.50	\$257,562	\$21,849.83	\$262,198
L9999	Judge, Superior Court	\$18,756.16	\$225,074	\$19,093.75	\$229,125

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.

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.19

Board Report

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

Legistar File Number: OBM 22-122

September 13, 2022

Introduced: 8/31/2022

Current Status: Comments

Version: 1

Matter Type: Other Board Matters

County Administrative Officer Comments



Monterey County

Item No.20

Board Report

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

Legistar File Number: OBM 22-121

September 13, 2022

Introduced: 8/31/2022

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

New Referrals

Monterey County Board of Supervisors										
MEETING:				September 13, 2022 - 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. On December 8, 2021, staff provided a presentation to the Board on its proposed proactive enforcement and was directed to proceed by returning in January/February 2022 for Board action on staff resources, funding, and a draft ordinance increasing fines for unauthorize STRs. The Budget Committee considered staff resources on January 26, 2022 and subsequently, on March 1, 2022, the Board approved three new staff positions including two Code Compliance Inspector II positions and an Office Assistant position.	Pending
2	2017.18	9/19/17	Board	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 was discussed with the Human Resources Committee in late January 2022. The referral has been reassigned to the County Administrative Office for response. Staff will provide a report to the Board in July 2022 October 2022.	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. On January 20, 2022, the County submitted a \$3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. Award announcements for this program are expected by September 2022.	Postponed

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
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
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 June 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/Chuiolos	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 State 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. On Oct. 18, 2021, the County met with Assemblymember Rivas who indicated he would submit a \$15 million 2022 State Budget request for the project. Discussions on this request are ongoing with the County's State Legislative delegation. On February 11, 2022, the Board held a Legislative Workshop and identified this request as a County priority. No funding for the project was included in the FY 22-23 State Budget. Staff continues to seek opportunities to fund the project. Ongoing updates are being provided to the Legislative Committee.	Postponed
8	2019.11	10/8/2019	Adams	Health/Environmental Health/Co Counsel		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

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
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. The EGCSD considered the signs and indicated its support for staff to move forward them. On January 25, 2022 after review and consideration of traffic calming options, the East Garrison CSD Advisory Committee indicated its support for staff to proceed with installation of radar speed feedback signs on West Camp and Watkins Gates Roads. Staff secured a contractor to perform this work. Equipment and materials have been ordered and contractor is awaiting delivery. After a long lead time, equipment and material were received and the signs installed on July 6, 2022. Referral deemed complete by referring Supervisor on August 25, 2022.	"Complete"
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. An informational report was provided to Capital Improvement on May 9, 2022. Project activities are expected to commence on the eastside stairwell in May 2022 with an anticipated completion date of June 30, 2022. Project activities commenced on the eastside stairwell in mid-July 2022 and reached completion in early August 2022. An unveiling event is set to occur in mid-September 2022.	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. Staff provided a status update to the Board on February 8, 2022. Staff is proceeding with Board direction, and coordinating with financial advisors and the Budget team to finalize details of the proposed bond approach. The Debt Advisory Committee is expected to consider the program in August, with review by the Capital Improvement Committee and BOS in September.	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. The referral has been reassigned to the County Administrative Office for response. Staff will provide a report to the Board in July 2022 October 2022.	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 provided a report to the Board on December 14, 2021. Staff will provide a report to the Board in July 2022. The referral is close to completion. Staff will provide an update to the referring Supervisors.	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. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. Staff will be coming to the BOS in September to request the County enter into a capital campaign agreement.	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. Staff provided a report to the Board on April 26, 2022. The Board provided direction for the CAO's Office to pursue a contract with a consulting firm to conduct an infrastructure needs assessment for juvenile facilities. On June 7, 2022, the Board took action to combine Board Referral No. 2017.24 with 2022.16.	Combined with 2022.16

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/Askew	CAO		Bokanovich		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 May 2022. The referral has been reassigned to the County Administrative Office for response. Staff provided a report to the Board in July 2022–October 2022.	Pending
21	2021.14	8/24/2021	Alejo	CAO		Chulos/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
24	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. A workshop was held for the Board on March 15, 2022 at 1:30pm.	Pending
25	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 was provided to the Board on February 1, 2022. Staff anticipates providing a status update in late April or early May 2022. Staff will provide a status update to the Board on July 12, 2022. Staff will provide a status update to the Board on October 18, 2022.	Pending
26	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 was provided to the Board on November 16, 2021. Staff will provide a status update to the Board on March 2022 June 2022 August 30, 2022.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
29	2021.25	11/16/2021	Askew	PWFP HCD		Lundquist		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. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board on May 3, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. Based on public comment, they will be presenting a follow-up item to EGCSD at one of their next meetings. Adopted FY22-23 Budget includes \$40,000 for street renaming. HCD to prepare draft program for Board consideration.	Pending
30	2021.27	12/7/2021	Askew	HRD		Ramirez-Bough		Class and Comp Study Process	This referral directs the Human Resource Director to prepare a report detailing the current process to submit a Class and Comp study request and a current list of outstanding requests, and to work with the Human Resources Committee to develop an equitable transparent process for prioritization of ongoing class and comp studies to ensure that county workers are fairly compensated. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board on May 17, 2022.	Pending
31	2021.28	12/7/2021	Alejo/Lopez	WRA		Buche		Water Storage Infrastructure and Maintenance State Budget Request	This referral requests that Monterey County Water Resources Agency partner with our state legislative delegation to make a \$300 million budget request in the 2022 legislative session for the water storage infrastructure & maintenance projects at Lakes San Antonio and Nacimiento. When the referral was introduced it was amended to include an additional \$12 million State Budget request for the San Lucas Clean Drinking Water Project. A preliminary response was provided to the Board on January 11, 2022. These projects have been designated as priority projects of the Board for the 2022 Legislative Program. The County has made a \$312 million State Budget request for these projects. Discussions on this request are ongoing with the County's State Legislative delegation. On February 11, 2022, the Board held a Legislative Workshop and identified these State Budget requests as County priorities. Ongoing updates will be provided to the Legislative Committee.	Pending
32	2021.29	12/7/2021	Adams	PWFP		Ishii		Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board on April 30, 2022. Staff is working with the Big Sur Byway Organization on planning and next steps. The Ordinance increasing the existing fine amount to \$1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage has been installed at the north and south ends of the camping prohibition zone, with several additional signs to be installed by mid-September.	Pending
33	2021.30	12/14/2021	Askew	Health		Jimenez		School Vaccination Coordination	This referral directs the Monterey County Health Department to partner with the K12 school system to increase the rate of vaccinations amongst pediatric residents aged 5 to 11 years old in disproportionately impacted communities. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board in April 2022. Staff will report back to the Board in June 2022. Staff will bring forth an updated response at the June 21st BOS meeting. Staff has been directed to return to BOS with an update in the Fall. Staff will bring forth an updated response at the October 11th BOS meeting.	Pending
34	2021.31	12/14/2021	Alejo	HCD/CoCo		Lundquist/Girard		Housing Authority of Monterey County Reorganization and New Governance Structure	This referral seeks to reorganize and consolidate the Housing Authority of Monterey County and its subsidiary, the Housing Development Corporation, under one Executive Director, and have the Monterey County Board of Supervisors serve at its new governing board to oversee its operations and implement needed reforms. A preliminary response was provided to the Board on January 11, 2022. Staff will provide a status update to the Board on July 2022 September 13, 2022.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
35	2022.01	1/11/2022	Alejo	PW/FPP		Ishii		Velocity International Event & Sponsorship at Weathertech Laguna Seca Raceway	This referral seeks consideration of a significant proposal by Velocity International to bring an August Monterey Motorsports Reunion Event to Weathertech Laguna Seca Raceway. This referral would direct staff to quickly enter into discussions and negotiations with Velocity International, and to expeditiously bring the proposal back for full Board of Supervisors' consideration. The Board of Supervisors has previously requested that such potential sponsorships be brought to Laguna Seca Raceway, and this proposal could also potentially offset the significant \$10 million costs to repave the track and construct a new bridge as discussed during the board meeting last Tuesday, December 8, 2021. A preliminary response was provided to the Board on February 1, 2022. Staff met with Velocity International representatives and will report back to the board in September 2022.	Pending
36	2022.02	1/11/2022	Askew	CAO		Chitulos/Bokanovich		Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship.	Postponed
38	2022.04	2/1/2022	Phillips/Lopez	PWFP		Ishii		Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed.	Pending
39	2022.05	2/8/2022	Phillips	PWFP		Ishii		Parking Prohibition Enforcement	The purpose of this referral is to perform a traffic and engineering study so that we can put in place requisite signage to clarify and strengthen the ability for Monterey County Sheriff's Office peace officers to enforce Monterey County Code Section 12.28.010. The intent of the referral is to not permit roadside parking or stopping anytime on Madison Lane. A preliminary response was provided to the Board on March 8, 2022. Staff will report back to the Board by June 30, 2022. On July 26, 2022 the BOS adopted a resolution for daytime parking prohibition. Signage will be installed by the end of August 2022. will be scheduled for consideration at the Board's July 26, 2022 meeting.	Pending
40	2022.06	2/8/2022	Askew	Health		Jimenez/Hanni		VIDA Project Extension	This referral seeks to increase funding allocated to the VIDA Project to maintain operations through the end of the 2022. The referral directs staff to return with a report outlining costs of continuing the VIDA Project at current operating levels through December 31st. A preliminary response was provided to the Board on March 8, 2022 and updated response was provided on June 21, 2022. Staff will provide an update at the Health, Housing, and Human Services Committee on September 12, 2022 and Board of Supervisors on September 27, 2022.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
41	2022.07	3/1/2022	Lopez	Sheriff Ag Comm		Bernal Gonzales		Monterey County Agricultural and Livestock Pass	This referral requests that staff determine feasibility of an agricultural and livestock pass for the County of Monterey. In the last few years, California has had some of the largest and most severe wildfires in history of the state. The purpose of creating a county-based "Ag Pass" program is to provide a uniform way to identify vetted commercial farm and ranch owner-operators and their employees to firefighting personnel, California Highway Patrol officers, Sheriff's deputies and other law enforcement officers, and other emergency personnel. Possession of an Ag Pass during a wildfire or a similar disaster potentially allows the agriculturalist limited emergency access to areas that may otherwise be restricted to the public, in order to 1) protect or care for agricultural assets (such as irrigating crops or feeding, watering, and transporting livestock) and/or 2) provide support information to emergency personnel (such as identifying access roads and available water sources). This item was reassigned to the Agricultural Commissioners Office on April 5, 2022. A preliminary analysis response will be provided to the Board on May 3, 2022. A preliminary response was provided to the Board on May 3, 2022. Staff will present to the Board on October 25, 2022.	Pending
43	2022.09	3/1/2022	Lopez	ITD	CoCo	Chatham/Girard		Salinas Valley Five Cities Joint Powers Authority	This referral request that staff explore the potential of creating a Salinas Valley Five Cities Joint Powers Authority to develop the broadband, and/or high-speed internet needed by all the communities and areas represented by the JPA. A preliminary response was provided to the Board on March 22, 2022. A status update will be provided to the Board in June 2022. Referral deemed complete by referring Supervisor on September 8, 2022.	"Complete"
45	2022.11	3/1/2022	Alejo	Health		Jimenez/Eckert		Mental Health Services Act (MHSA) Reserve Funds Expenditure Plan & Oversight	This referral requests that the Monterey County Behavioral Health Department provide a comprehensive presentation on how Mental Health Services Act funding is being used in our county, what other potential eligible services could be provided under the act, and to devise an updated expenditure plan to utilize the record reserve funds of \$55,380,337 towards providing critical needed services to eligible residents. The referral further requests that the Board of Supervisors receive an annual report on the expenditures and effectiveness of all its programs. A preliminary response was provided to the Board on March 22, 2022. The Board directed that the matter be referred to the Budget Committee for further consideration. An initial comprehensive report was provided to the Budget Committee on April 25, 2022. The Budget Committee directed that the report be expanded to include outcomes and effectiveness, and be referred to the Board of Supervisors for further consideration. Staff provided an updated response to the Board of Supervisors on June 21, 2022 and were directed to present further updates to the Budget Committee. Staff provided an update at the Budget Committee on July 27, 2022 and were directed to return to Budget Committee in January 2023 with an update on our future fund balance assumptions and innovation projects.	Pending
46	2022.12	3/1/2022	Askew	CAO		Chulos/D'Adamo		Strategic Grants Program Capacity	This referral seeks to increase the capacity of the County's Strategic Grants Program, ensuring expertise needed to respond and successfully secure grants from State and Federal sources is immediately available. The referral requests that staff return to the Board with a report: 1) outlining the internal and contract resources needed to meaningfully support County departments in analyzing and responding to coming grant opportunities without adversely impacting the County's Legislative Program efforts; 2) options for expanding the Program to provide a comprehensive view on the grant efforts of all County departments; 3) options for building program capacity, including an estimated cost of each option; and, 4) recommended preferred options and corresponding mid-year budget request. A preliminary response was provided to the Board on April 5, 2022. The Board included \$50,000 in the FY22-23 budget for a pilot program to provide grant writing and technical assistance to departments applying for infrastructure funding opportunities. A workplan to spend down the funds will be presented to the Capital Improvements Committee and then to the Board of Supervisors for approval in September/October 2022.	Pending
47	2022.13	3/22/2022	Adams/Askew	NMC		Dr. Harris		Shipnuck	This referral requests Natividad Medical Center to name a portion of Natividad Medical Center after Barbara Shipnuck in recognition of her work to save the hospital. A preliminary analysis was provided to the Board on April 26, 2022. Staff will go to the Capital Improvement Committee (CIC) on June 13, 2022, and to the Board on June 14, 2022. Staff will go to the Board on July 19, 2022. Referral deemed complete by referring Supervisor on July 23, 2022.	Complete

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
48	2022.14	4/19/2022	Lopez	PWFP		Ishii		Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. A preliminary analysis will be provided to the Board on May 17, 2022. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. Staff will come back to the Board prior to the end of October 2022. As directed, staff provided a preliminary analysis to the Board at is May 17, 2022 meeting. The Board directed staff to return with a more comprehensive analysis of the referral and anticipated effort for completion. That is planned for October 2022.	Pending
49	2022.15	4/19/2022	Alejo	CAO		Chitulos/Wilson		Collaboration Regarding Salinas Gabilan Creek Encampments & Environmental Concerns	This referral requests that staff collaborate with the City of Salinas, the Salinas Regional Sports Authority, and the California Department of Fish and Wildlife regarding homeless encampments along Gabilan Creek near the Salinas Regional Soccer Complex causing environmental and nuisance concerns. A preliminary assessment was provided to the Board on May 10, 2022. Staff will collaborate with City Staff and return to the Board to provide a status in 60 to 90 days.	Pending
50	2022.16	5/10/2022	Alejo/Phillips	Probation/CAO		Keating/Woods		Completion of the Monterey County Juvenile Hall	This referral requests for the Monterey County Probation and other county staff to pursue state grant funding to complete the unfinished phase of the Juvenile Hall. A preliminary response will be provided to the Board on June 7, 2022. Staff will go to the Board on June 14, 2022. On June 7, 2022, the Board took action to combine Board Referral No. 2022.16 with 2017.24.	Pending
51	2022.17	8/23/2022	Lopez	Elections		Martinez		Elections Fee Schedule – Recounts	This referral requests that staff bring forward recommendations to possibly include creating a fee schedule for candidates to request and plan for recounts when needed. A preliminary analysis will be presented to the Board on September 20, 2022.	Pending
52	2022.18	8/23/2022	Alejo-Askew	Social Services		Medina		Monitoring of FCS Programs and Services	This referral requests HHHSC Committee roles and responsibilities be amended to explicitly include responsibility for monitoring the programs and services of Family and Children’s Services. A preliminary analysis will be presented to the Board on September 20, 2022.	Pending
Completed by Executive Assistant on September 8, 2022										



Monterey County

Item No.21

Board Report

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

Legistar File Number: OBM 22-123

September 13, 2022

Introduced: 8/31/2022

Version: 1

Current Status: Board Comments

Matter Type: Other Board Matters

Board Comments



Monterey County

Item No.22

Board Report

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

Legistar File Number: A 22-474

September 13, 2022

Introduced: 8/17/2022

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Monterey County Courier Inc dba Sunrise Express to provide delivery services of various medical items between healthcare facilities for an amount not to exceed \$100,000 with an agreement term September 14, 2022 through September 13, 2027.
- 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%) (\$10,000) of the original cost of the agreement.
- c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance provision within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Monterey County Courier Inc dba Sunrise Express to provide delivery services of various medical items between healthcare facilities for an amount not to exceed \$100,000 with an agreement term September 14, 2022 through September 13, 2027.
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- c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance provision within the agreement.

SUMMARY/DISCUSSION:

Natividad utilizes a contracted courier to pick-up and to deliver lab specimens, pharmaceuticals, and medical supplies, primarily after normal business hours and on weekends when the FTE Courier is not typically working. These runs are directly related to patient care and are critical for the hospital.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also

been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 12, 2022.

FINANCING:

The cost for this agreement is \$100,000 of which \$20,000 is included in the Fiscal Year 2022-23 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The types of courier services utilized under this agreement contribute to better patient care.

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

Prepared by: Kristen Aldrich, Hospital Purchasing & Materials Support Director, 783-2627

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:

Monterey County Courier Inc dba Sunrise Express 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 22-474

September 13, 2022

Introduced: 8/17/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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SUMMARY/DISCUSSION:

Natividad utilizes a contracted courier to pick-up and to deliver lab specimens, pharmaceuticals, and medical supplies, primarily after normal business hours and on weekends when the FTE Courier is not typically working. These runs are directly related to patient care and are critical for the hospital.

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12, 2022.

FINANCING:

The cost for this agreement is \$100,000 of which \$20,000 is included in the Fiscal Year 2022-23 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The types of courier services utilized under this agreement contribute to better patient care.

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

Prepared by: Kristen Aldrich, Hospital Purchasing & Materials Support Director, 783-2627

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:

Monterey County Courier Inc dba Sunrise Express Agreement

Attachments on file with the Clerk of the Board

Charles R Harris

Charles R. Harris, M.D., Chief Executive Officer

9/1/2022

Date

 **Natividad** MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Monterey County Courier Inc dba Sunrise Express hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows:
To provide on demand, routed, and scheduled courier and delivery services of various medical items including but not limited to lab specimens, medical supplies, medication, and radiology disks between healthcare facilities.

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 \$100,000.

TERM OF AGREEMENT; the term of this Agreement is from September 14, 2022 through September 13, 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 NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Addendum No. 1 to Agreement

Exhibit A: Scope of Services/ Payment Provisions

Exhibit B: Business Associate Agreement

1. PERFORMANCE STANDARDS:

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

Original Agreement
Sunrise Express
Courier and Delivery Services

CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

- 4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

5. INSURANCE:

5.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

- 5.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- 5.4. ~~Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.~~

~~(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)~~

☐ Exemption/Modification (Justification attached; subject to approval)

- 5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

~~(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)~~

☐ Exemption/Modification (Justification attached; subject to approval)

KBG
CONTRACTOR

COUNTY

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

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

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

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

- 6.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 6.3. ~~Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.~~

KBG
CONTRACTOR

COUNTY

- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no

Original Agreement
Sunrise Express
Courier and Delivery Services

way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

- 6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all

federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: Kyle Guthrie
Attn: Sunrise Express
Address: PO Box 1804
City, State, Zip: Salinas CA 93902
FAX: _____
Email: kyle@sunexco.com

MISCELLANEOUS PROVISIONS:

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- 13.4 Contractor. The term “Contractor” as used in this Agreement includes Contractor’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Signature Page to follow

COUNTY OF MONTEREY

By: _____

Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____

Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____

Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Monterey County Courier Inc dba Sunrise Express

Contractor's Business Name*** (see instructions)




Signature of Chair, President, or Vice-President

Kyle Guthrie, CEO

Name and Title

Date: August 26th, 2022



By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer)

Margaret Guthrie, Secretary

Name and Title

Date: August 26th, 2022

*****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).


COUNTY OF MONTEREY

By: _____

Charles R. Harris, CEO

Date: _____


APPROVED AS TO LEGAL PROVISIONS

By: 

Monterey County Deputy County Counsel

Date: 8/22/2022

APPROVED AS TO FISCAL PROVISIONS

By: 

Monterey County Deputy Auditor/Controller

Date: 08/23/2022

CONTRACTOR

Monterey County Courier Inc dba Sunrise Express

Contractor's Business Name*** (see instructions)

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).

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN

**MONTEREY COUNTY COURIER INC DBA SUNRISE EXPRESS, AND
COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE
CARE FACILITY
FOR COURIER AND DELIVERY SERVICES**



This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between **MONTEREY COUNTY COURIER INC DBA SUNRISE EXPRESS**, (hereinafter "CONTRACTOR") and the County of Monterey ("County"), for the provision of services at Natividad Medical Center, a county-owned and operated acute care facility. This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. Paragraph 5.4, "INSURANCE", shall be omitted in its entirety.**

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<u>County of Monterey ("County"), for the provision of services at Natividad Medical Center, a county-owned and operated acute care facility.</u>	<u>MONTEREY COUNTY COURIER INC DBA</u> <u>SUNRISE EXPRESS</u> 
	Signature of Chair, President or Vice-President Kyle Guthrie, CEO
Charles R. Harris, CEO	Printed Name and Title August 26th, 2022
Date	Date 
<u>Approved as to Legal Provisions:</u>	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer Margaret Guthrie, Secretary
Monterey County Deputy County Counsel	Printed Name and Title August 26th, 2022
Date	Date
<u>Approved as to Fiscal provisions:</u>	<u>Signature Instructions</u> For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
Monterey County Chief-Deputy Auditor-Controller	
Date	

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.



<u>County of Monterey ("County"), for the provision of services at Natividad Medical Center, a county-owned and operated acute care facility.</u>	<u>MONTEREY COUNTY COURIER INC DBA SUNRISE EXPRESS</u>
<hr/>	Signature of Chair, President or Vice-President
<hr/>	Printed Name and Title
Charles R. Harris, CEO	<hr/>
<hr/>	Date
Date	<hr/>
<u>Approved as to Legal Provisions:</u>	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
 Monterey County Deputy County Counsel	<hr/>
08/23/2022	Printed Name and Title
<hr/>	<hr/>
Date	Date
<u>Approved as to Fiscal provisions:</u>	<u>Signature Instructions</u>
 Monterey County Chief-Deputy Auditor-Controller	For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
08/23/2022	
<hr/>	
Date	

Exhibit A:
Scope of Services/ Payment Provisions

This Scope of Services is entered into by and between the County of Monterey ("COUNTY"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility and **Monterey County Courier Inc dba Sunrise Express** (hereinafter, ("CONTRACTOR")) pursuant to the Service Agreement between COUNTY and CONTRACTOR attached hereto with a start date commencing upon the execution of this Agreement (the "Agreement") and is subject to the terms and conditions of the Agreement.

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall pickup and deliver as requested by Natividad Medical Center the following types of items: Medications, X-Rays, Lab Specimens, CT Disks, Medical Supplies, and other similar items as requested by COUNTY.

There will be no patients transported under this Agreement.

Pickup and delivery services may be required on weekends and holidays on an as needed basis.

II. COUNTY Obligations:

- a. COUNTY shall comply with all U.S. Department of Transportation requirements for packaging and labeling.
- b. COUNTY shall not request that CONTRACTOR transport hazardous materials or known Category A or B infectious substances under this Agreement.

III. CONTRACTOR Obligations:

- a. **TASK LIST:** Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project.

Task No.	Task	Equipment & Services Needed	Reporting Head
1	Courier Services	Small cars and vans to be provided by Monterey County Couriers Inc. ("CONTRACTOR")	Kyle Guthrie, Chief of Operations

- b. **KEY PERSONNEL LIST:**

Task No.	Name of Key Personnel	Role/Title	Responsibilities
Dispatch of Couriers	Margaret Guthrie	Lead Dispatcher	Margaret will be assigning couriers to tasks so as to complete delivery needs for Natividad Medical Center.

- c. CONTRACTOR's drivers must wear visible identification at all times.
- d. When more than one pick-up and delivery request is placed within the same day CONTRACTOR shall schedule all requested pick-up and deliveries based on priority as set

by Natividad Medical Center (most of the request are Stat request since they are patient care related).

- e. As the pickup and delivery locations are variable, CONTRACTOR shall lock in times at the time the order has been placed.
- f. Upon request and/or after each delivery, COUNTY shall receive an email from CONTRACTOR confirming pickup times, delivery times, as well as point of delivery (time and name) at no additional cost to COUNTY.
- g. CONTRACTOR shall prepare and submit monthly invoice/summary to COUNTY 's (Accounts Payable) detailing the previous month's activity.
- h. CONTRACTOR shall provide COUNTY with multiple options for scheduling pickup and delivery services which includes the CONTRACTOR's online form at www.sunexco.com, contacting the dispatch center directly and placing an order by calling (831) 758-3630, or placing an order via email with the CONTRACTOR's dispatch email address at dispatch@sunexco.com. Order updates/status requests/questions are to be directed to CONTRACTOR's dispatch center at: (831) 758-3630 or by emailing dispatch@sunexco.com.

IV. Pricing/Fees:

On Demand Delivery Service – 4 Hour Service:

Normal Business Hours: M-Th: 8 AM – 5 PM F: 8 AM – 2 PM	
Service Description	Passenger Vehicle
Base Rate	\$49.50
<u>After Hours</u>	<u>\$20.00</u>
<u>Weekend</u>	<u>\$20.00</u>
<u>Holiday</u>	<u>\$20.00</u>
<u>Dry Run</u>	<u>\$20.00</u>
<u>Graveyard</u>	<u>\$40.00</u>
<u>Per additional mile (7 miles included in base rate)</u>	<u>\$2.31</u>
<u>Wait time per minute (15 minutes included in base rate)</u>	<u>\$0.533</u>
<u>Holiday:</u> New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day: 12am-11:59pm	
<u>NOTE:</u> <u>Rates are all-inclusive of fuel charges, vehicle charges, etc.</u>	

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V. Miscellaneous Terms:

- a. 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. 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.
 - c. 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.
 - d. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.
 - e. All delivery times are dependent on road conditions such as but not limited to, dense fog, severe thunderstorms and warning, snow, tornado warning, road closures or extremely slow traffic due to accidents, road work or law enforcement requirements, and any other acts of God. COUNTY agrees not to hold CONTRACTOR responsible for a delay in delivery for these reasons.
-

The remainder of this page has been left blank intentionally

Exhibit B:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective September 14, 2022 (“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 Monterey County Courier Inc dba Sunrise Express (“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

1. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(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);

(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 the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. 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. 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;

(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 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. 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;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information 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;

(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;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity 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; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality 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.

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.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy> . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

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 provision of Services to Covered Entity.

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 (v) 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:

Monterey County Courier Inc dba Sunrise Express

Attn: Kyle Guthrie

PO Box 1804

Phone:

Fax:

If to Covered Entity, to:

Natividad Medical Center

Attn: Compliance/Privacy Officer

1441 Constitution Blvd.

Salinas, CA 93906

Phone: 831-755-4111

Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any 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 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 related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, 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.

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: 
Print Name Kyle Guthrie
Print Title CEO
Date: August 26th, 2022

By: _____
Print Name: Charles R. Harris
Print Title: CEO
Date: _____



Monterey County

Item No.23

Board Report

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

Legistar File Number: A 22-479

September 13, 2022

Introduced: 8/26/2022

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center (NMC) or his designee of an agreement with U.S. Locums, LLC dba RecruitWell for placement of Locum Tenens Contract Providers at NMC for an amount not to exceed \$100,000 with an agreement term of August 26, 2022 through August 25, 2023; and
- b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance, limitations on liability, and limitations on damages provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with U.S. Locums, LLC dba RecruitWell for placement of Locum Tenens Contract Providers at NMC for an amount not to exceed \$100,000 with an agreement term of August 26, 2022 through August 25, 2023; and
- b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance, limitations on liability, and limitations on damages provisions within the agreement.

SUMMARY/DISCUSSION:

Locum tenens are physicians who temporarily take the place of physicians during periods when physicians (employed or contracted) are not available (e.g., vacation; illness; continuing medical education; etc.) to provide health care services vital to Natividad's continued operation.

In order to find highly qualified temporary physicians and other locum tenens, such as advanced practitioners, who match the position needed and are available on short notice, it is necessary to contract with multiple locum tenens agencies. This Agreement allows Natividad to utilize the services needed from this agency to provide reliable and quality patient care without interruption. The current urgent need for coverage is in the Urology Service, as agencies with whom Natividad has agreements have not provided qualified Urologists and continuous coverage in this area is requirement of the hospital's Trauma designation.

This agreement was executed prior to seeking Board approval to ensure compliance with healthcare laws.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions.

FINANCING:

The cost for this agreement is \$100,000, which is included in the Fiscal Year 2022-23 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Natividad is contracting with an additional locum tenens agency in order to strengthen the pool of medical professionals available to cover a medical service when there are gaps in the schedule, thereby further enhancing healthcare opportunities for Monterey County residents.

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

Prepared by: Jeanne-Ann Balza, Director of Medical Center Physician Services, 831-783-2506

Approved by: Charles R. Harris, Chief Executive Officer, 831-783-2553

Attachments:

U.S. Locums, LLC dba RecruitWell 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 22-479

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Introduced: 8/26/2022

Current Status: Agenda Ready

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- ☐ Administration
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- ☐ Infrastructure
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Prepared by: Jeanne-Ann Balza, Director of Medical Center Physician Services, 831-783-2506

Approved by: Charles R. Harris, Chief Executive Officer, 831-783-2553

Attachments:

U.S. Locums, LLC dba RecruitWell Agreement

Attachments on file with the Clerk of the Board

Charles R Harris

Charles R. Harris, M.D., Chief Executive Officer

8/31/2022

Date

RECRUIT WELL

AGREEMENT FOR LOCUM TENENS SERVICES

U.S. LOCUMS, LLC, d/b/a RecruitWell, a Florida limited liability company ("Company"), agrees to provide locum tenens staffing pursuant to the terms and conditions of this Agreement for Locum Tenens Services ("Agreement") and its applicable Confirmation letters. This Agreement is executed on 8/26/2022, which shall be recognized as the effective date.

Client: County of Monterey ("County") owns and operates Natividad Medical Center ("Client"), a general acute care teaching hospital facility located in Salinas, California.

Address: 1441 Constitution Blvd. Salinas, CA 93906

Collectively, the County and Company are referred to as the "Parties."

I. Duties and obligations of Company.

- A. Company will use its best efforts to identify Locum Tenens Contract Providers ("Contractors") acceptable to Client and present Client with detailed information about the available Contractors.
- B. If requested by Client, assist in facilitating interviews with the prospective Contractors.
- C. Company agrees to use its best efforts to assist Client with all Client pre- placement procedures including but not limited to drug test, background checks and certification verification.
- D. Upon verbal acceptance of Contractors by Client, Company shall provide Client with a Client Confirmation Letter ("Confirmation") detailing all aspects of the assignment (the "Assignment"), including dates of coverage, rates and fees to be paid, work site location and other pertinent details. The Confirmation shall be considered an addendum to this Agreement and shall be binding on Client and Company without the need for signature.
- E. In conjunction with Client, arrange travel (airfare, rental car, local transportation) and housing accommodations for the Contractor, to be reimbursed by Client.
- F. Evidence of Coverage.

Prior to commencement of this Agreement, Company 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 Company upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. Company 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 of Monterey. This approval of insurance shall neither relieve nor decrease the liability of Company.

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 County of Monterey's Purchasing Officer.

Insurance Coverage Requirements. Without limiting Company's duty to indemnify, Company shall maintain or cause to be maintained in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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 Company and all referred locum tenens Physicians for 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, Company 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.

Other Insurance Requirements.

All insurance required by this Agreement shall be placed with a company acceptable to County of Monterey 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 Company completes its performance of services under this Agreement.

Each liability policy shall provide that County of Monterey 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 Company 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.

Prior to the execution of this Agreement by County of Monterey, Company shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that Company has in effect the insurance required by this Agreement. Company 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.

Company 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 of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify Company and Company shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Company to maintain

such insurance is a default of this Agreement, which entitles County of Monterey, at its sole discretion, to terminate this Agreement immediately.

- G. If requested by Client, consult and assist Client regarding hiring and compensation package negotiations

Duties and Obligations of Client. Client shall:

- H. Provide a reasonable and accurate job description and work schedule and suitable practice environment for each Assignment. Client agrees to provide clinical and professional direction and oversight over the Contractor.
- I. For each Assignment request (which for purposes of this Agreement shall mean each job request at each Client facility), Agency shall submit Contractors for consideration who have given Agency prior authorization to submit their names to Client for the Assignment. Client shall provide Agency with written proof if Contractor is already known to Client within twenty-four (24) hours of the Contractor's information being provided to Client by Agency, otherwise the Contractor will for all purposes be considered a Company Contractor. For purposes of this Agreement, "already known" shall be limited to circumstances where a Contractor, in the one (1) year preceding Agency's submission for name clearance, had active two-way communication with Client.
- J. Client agrees and understands that it is solely responsible for reviewing the qualifications, experience, malpractice history, credentials and background of Contractor(s) and confirming and evaluating the accuracy of the Contractor(s) qualification, including determining the acceptability and competence of Contractor(s). The ultimate decision to hire the Contractor(s) based on credentials, background and qualifications belongs to Client.
- K. Notify Company within two (2) business days of its acceptance or rejection of a Contractor.
- L. Maintain strict confidentiality of all terms of this Agreement and the Confirmation, including rate structure and fees to any third-party including Contractor presented to Client.
- M. Assist the Contractor in obtaining hospital privileges, with all application and licensing fees and all other costs associated with obtaining hospital privileges to be paid by the Client, including cost of medical testing, drug testing, CRS screenings, DEA Certification and DEA address changes.
- N. Provide appropriate on-boarding, orientation and training to the Contractor as part of paid time prior to the Contractor performing services or seeing patients. Such training shall include, but not be limited to:
 - 1) Training and provision of support resources for client specific on-site and on-line billing, coding and documentation;
 - 2) Orientation and training as to all software and IT systems to be used by Contractor, and identification of Client IT support contacts both during and after regular hours;
 - 3) Electronic Health Records (EHR) orientation;

- 4) Identification of Client contacts for questions or issues that arise during the assignment in any respect;
 - 5) Human Resources/Medical Staff Services orientation, including provision of security codes/instructions needed to access Client facilities, provision of necessary ID badges, instructions on designated parking areas; and general information relating to any rules, regulations or procedures to be followed by Contractor; and
 - 6) On assignments involving oversight (such as Advanced Practice), provide Company delineation of all requirements and expectations relating to any supervisory duties to be assumed by the Contractor.
 - 7) Client must notify Company immediately, and no later than five (5) days after the Contractor's completion of work each week, of any issues relating to that work week, including but not limited billing and/or coding deficiencies, and must at that time provide Company appropriate MIS and Billing contact information to facilitate any necessary corrective action. Failure by Client to provide the required on-boarding orientation and training to the Contractor, or failure to notify Company within the required five (5) days set forth above, shall waive the Clients ability or right to withhold any payments due to RecruitWell.
- O. Immediately notify Company in writing with respect to any problems experienced with the Contractor during the Assignment and any potential issues that may result in the Assignment being cancelled.
 - P. Immediately report to Company in writing of any incident which may lead to a malpractice claim or a disciplinary action taken against any Contractor whom Company has assigned under Agreement.
 - Q. Participate in all quality assurance/risk management efforts by Company including completing Contractor evaluation forms when requested.

II. **Cancellation of Assignments.**

- A. Client must provide company with written notice of an intention to cancel any assignment at least (30) days in advance of any date on which the Contractor has been confirmed to work per the confirmation letter. If less than thirty (30) days' notice is provided by Client, Client shall be responsible for payment of the total fees due for the period covered by the Assignment up to a maximum of thirty (30) days, together with any fees and charges that may result from the cancellation, including lost rent/security deposits, nonrefundable airfare and other transportation costs, and any applicable licensing fees.
- B. If, during an Assignment, Client requires the immediate removal of a Contractor for cause, Client shall notify Company in writing and specify factually any breach and

provide Company an opportunity to cure. Client agrees this information may be shared with the Contractor. Cause shall be limited to validate clinical competence issues with the Contractor. If the Contractor is terminated for cause, Client agrees to allow Company the opportunity to replace Contractor for the duration of the assignment. Upon such termination, Client shall pay all fees and expenses that have been incurred or earned in connection with the performance of services through the effective date of such termination.

- C. If payment is not made to Company when due under the terms of this Agreement and the Confirmation, Company has the right to immediately cancel the Agreement and remove the Contractor from the Assignment.

III. Term.

- A. This Agreement shall begin on the Effective Date and the Agreement shall expire on August 25, 2023.
- B. The Agreement may otherwise be terminated without cause, upon 60 days' written notice to the other party.

IV. Rate and Fee Schedule.

- A. Rates and fees are set forth on "Schedule A" to this Agreement, as well as in the Confirmation. Actual rates and fees may vary based upon the practice requirements, specialty, industry standards, patient census and the Contractor's experience. All daily, on-call, holiday, and premium rates and other compensation for each Assignment will be negotiated and agreed to by the Contractor and Client exclusively through RecruitWell.
- B. Client agrees to pay Company 1.5 times the rate for work performed by a Contractor on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, or another holiday recognized by the Client. For any shift commencing or ending on a holiday, the entire shift shall be billed at the holiday rate.
- C. All rates include the cost of professional liability/medical malpractice insurance, as set forth below.

V. Payment Terms.

- A. Client is to review and approve all Contractor time sheets each week in a timely fashion, but no later than two (2) business days after receipt. Company will invoice Client in accordance with the rates and fees as set forth in Schedule A and the Confirmation on receipt of the approved Contractor's time sheets.
- B. A signed time sheet indicates that the Contractor has satisfactorily performed the hours/or days reported.

- C. Should any orientation/training be required of the Contractor other than that provided by Client, Client agrees to pay Company industry standard rates for such orientation/training.
- D. Payment terms associated with these invoices shall be Net sixty (60) days from receipt of a certified invoice by the County of Monterey Auditor-Controller. These payment terms are subject to completion of credit review by RecruitWell. Should it become necessary to retain counsel and pursue legal action to collect outstanding fees, Client shall be responsible to pay all costs of collection, including reasonable attorney's fees.
- E. The total amount of this Agreement shall not exceed \$100,000. The Parties may opt to increase this amount via a written amendment signed by both Parties upon mutual agreement to do so.

VI. **Recruitment**

Client agrees that during the term of this Agreement neither Client or any Client affiliates facility or organization associated with the client through a group, hospital system, or other similar arrangement or individual or entity affiliated with Client as an employee, shareholder, partner, member, owner, or independent contractor) will contract with, solicit, recruit or hire directly or indirectly any Provider submitted for consideration of a Client assignment/or assignment under this agreement for a period of two (2) years after the last date of the Provider's services pursuant to this agreement (or if no assignment, for a period of one (1) year after the date of submittal). If Client chooses to work outside of the terms of what is stated in this Section VII, Client shall pay Company the associated transition fee on Schedule A. If no Placement Fee is listed on Schedule "A" or the Confirmation for the Contractor or specialty, the default Placement Fee shall be \$30,000. Upon receipt by RecruitWell, Client will be relieved of the terms within this section as it pertains to the Contractor of matter. This section shall survive any termination of this agreement by either party.

VII. **Nature of Relationship.**

- A. Client acknowledges that neither Company nor its employees are engaged in the practice of medicine or any other healthcare related field. The Contractors referred by Company to Client perform services as independent contractors and are not employees or agents of Company for any purpose. Contractors are highly trained professionals, and Company shall have no control as to the means or methods of healthcare services provided by Contractor or Client, and those determinations are the sole responsibility of Contractor and Client. Company is not engaged in the practice of medicine and does not exercise authority or control over Contractors provision of medical services. Company shall have no liability to any party for professional services rendered by Contractor or Client.
- B. Contractors have no authority to bind Company in any way or to enter into any agreements on its behalf. Because Contractors are not an employee, Company does not furnish worker's compensation, unemployment insurance, or health insurance coverage to the Contractors, who are also responsible for the payment of their own federal, state and local taxes, Social Security and Medicare.

VIII. **Contractor Billing.**

Company is not providing any medical services. Company and Client acknowledge that all rights and responsibilities for billing patients and/or third parties for the reimbursement for the services provided by the locum tenens Contractor belong to Client. Company will execute all necessary forms or applications to permit Client to bill for the services Client and Contractor provide.

IX. **Representations/Disclaimers**

- A. Company makes no warranties regarding the Contractors referred to Client. Client shall have the sole and absolute responsibility of checking the Contractor's background and qualifications. Client shall have no claim against RecruitWell, and Company shall have no liability for, any issues relating to the Contractor and his placement with Client pursuant to this Agreement.
- B. Client represents and warrants to Company that Client is lawfully able to contract or employ Contractors to engage in the practice of medicine, advanced practice nursing, or any other health profession for which Contractor is retained. Client agrees to comply with applicable OSHA & HIPPA regulations.

X. **Indemnification.**

A. Company shall indemnify, defend, and hold harmless County of Monterey, 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 Company's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "Company's performance" includes Company's action or inaction and the action or inaction of Company's officers, employees, agents and subcontractors.

B. Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Company or any locum tenens Physician shall be construed to make or render Company or any locum tenens Physician the agent, employee or servant of County. Company and each locum tenens Physician agrees to indemnify, defend and hold harmless County and Client from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Client based upon any claim that Company has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

C. Survival of Obligations. The Parties' obligations under this Section XI shall survive the expiration or termination of this Agreement for any reason.

XI. **Dispute Resolution.**

Any dispute arising from or related to this Agreement shall be resolved by binding arbitration before the American Arbitration Association under their Commercial Arbitration Rules.

XII. **General Provisions.**

- A. **Notices.** Any notices required to be given under this Agreement shall be in writing and sent to the parties at the addresses shown at the end of this Agreement.
- B. **Entire Agreement.** This Agreement, together with the Confirmation, constitutes the entire agreement between Company and Client, and may not be amended, altered, modified or revised except in writing signed by both parties.
- C. **Binding Effect.** This Agreement shall be binding upon the Parties, their heirs, personal representatives, successors and assigns.

- D. **Severability.** If any provision herein shall be deemed invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.
- E. **Force Majeure.** No default, delay, or failure to perform on the part of Company, shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a reasonable period of time to accommodate such force majeure.

By signature below, the parties hereto agree to abide by the terms and conditions of this Agreement set forth above.

CLIENT:

RecruitWell

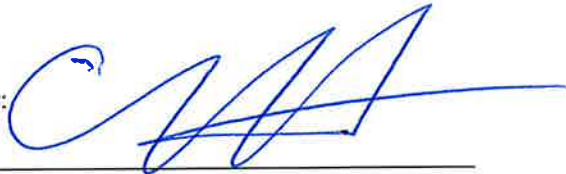
5588 Broadcast Court

**County of Monterey for
services at Natividad Medical
Center**

1441 Constitution Blvd. Salinas, CA, 93906

Sarasota, FL 34240

By:



Charles R Harris Chief Executive Officer

Printed Name / Title

Date:

8/26/22

By:



Mike Marcus Managing Partner

Printed Name / Title

Date: 08/26/2022

Reviewed and approved as to form:



Chief Deputy County Counsel, 8/25/2022

Reviewed and approved for Fiscal Terms



8/26/2022

Chief-Deputy Auditor-Controller

Schedule A

Specialty	Daily or hourly rate (as noted below)	Night call (Flat rate per night)	24-hour call rate (includes 4 hrs.)	Hourly overtime rate (additional hours not included in daily rate)	Transition Placement Fee
Urology	\$2800-\$3200	\$450/hr	\$3000-\$3500/24 hour	\$450/hour	\$30,000.00

*These are general rate ranges per specialty and subject to change based on the specific requests of the Candidate

*Beeper fees are generally associated with any clinic day that also includes call coverage



Monterey County

Item No.24

Board Report

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

Legistar File Number: A 22-453

September 13, 2022

Introduced: 8/12/2022

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 amendment No. 2 to the agreement (A-15773) with Kirby Bates Associates for interim leadership services, extending the agreement an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full agreement term of January 1, 2022 through December 31, 2023, and adding \$1,000,000 for a revised total agreement amount not to exceed \$1,300,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-15773) with Kirby Bates Associates for interim leadership services, extending the agreement an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full agreement term of January 1, 2022 through December 31, 2023, and adding \$1,000,000 for a revised total agreement amount not to exceed \$1,300,000.

SUMMARY/DISCUSSION:

Hospital & Clinic Management is the continuous process of abiding by legal, ethical, and professional standards applicable to a healthcare organization. Effective hospital & clinic management requires the development of processes, policies, and procedures to define appropriate conduct, educate staff, and monitor adherence to these guidelines. Management encompasses many areas, including patient care, reimbursement, billing, managed care, OSHA, and HIPAA privacy and security.

NMC is requesting that the board allow the scope of the agreement to be modified to allow an individual assigned to Natividad to stay beyond the 720-hour limit in the existing scope to allow continuity of clinical management oversight for the Specialty and Prunedale clinics. The modification will ensure that we are meeting applicable state and PERS regulations.

NMC wishes to amend this agreement to extend the term for an additional one (1) year and add \$1,000,000 as this firm is being retained to provide interim management services currently for four areas until Natividad can identify and hire regular staff.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment No. 2 as to form, and the

Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 12, 2022.

FINANCING:

The cost for this amendment No. 2 is \$1,000,000 of which \$500,000 is included in the Fiscal Year 2022-23 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action ensures Natividad's compliance with all applicable state and federal laws requiring clinic/RN leadership and that these essential services will remain available to patients and the community.

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

Prepared by: Janine Bouyea, Assistant Administrator, 783-2701

Approved by: Charles R. Harris, Chief Executive Officer, 783-2504

Attachments:

Kirby Bates Associates Amendment 2
Kirby Bates Associates Amendment 1
Kirby Bates Associates 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 22-453

September 13, 2022

Introduced: 8/12/2022

Current Status: Agenda Ready

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

Prepared by: Janine Bouyea, Assistant Administrator, 783-2701

Approved by: Charles R. Harris, Chief Executive Officer, 783-2504

Attachments:

Kirby Bates Associates Amendment 2
Kirby Bates Associates Amendment 1
Kirby Bates Associates Agreement

Attachments on file with the Clerk of the Board

Charles R Harris

Charles R. Harris, M.D., Chief Executive Officer

09/02/2022

Date

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN KIRBY BATES ASSOCIATES AND
COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE
FACILITY
FOR
INTERIM LEADERSHIP SERVICES**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on January 1, 2022 is entered into by and between the County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, and Kirby Bates Associates ("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 with Kirby Bates Associates for Interim Leadership Services with a term January 1, 2022 through December 31, 2022 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 with revisions to the indemnification clause attached hereto as "Addendum No. 1 as per Amendment No. 1" with a \$200,000 increase for a total Agreement amount of \$300,000, with no changes to the term Agreement January 1, 2022 through December 31, 2022.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 to allow for existing services to continue with revisions to the scope of work attached hereto as "Exhibit A-2 as per Amendment No. 2" and to extend the term for an additional one (1) year period through December 31, 2023 for a revised term Agreement (January 1, 2022 through December 31, 2023), with a \$1,000,000 increase for a total Agreement amount of \$1,300,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,300,000."
2. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
***"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Addendum No. 1 as per Amendment No. 1
Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2"***

3. 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 Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when signed by the parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY ("COUNTY"),
FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A
COUNTY-OWNED AND OPERATED
ACUTE CARE FACILITY

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Kirby Bates Associates

CONTRACTOR's Business Name

See instructions below

Colleen Chapp

By: _____
(Signature of: Chair, President, or Vice-President)

Colleen Chapp, Executive Vice President

Name and Title

Date: 08/02/2022

By: *Nikhol Perez*

(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Nikhol Perez, Director of Finance

Name and Title

Date: 08/08/2022

*****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).

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.

**COUNTY OF MONTEREY ("COUNTY"),
FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A
COUNTY-OWNED AND OPERATED
ACUTE CARE FACILITY**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 8/4/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 8-4-2022

CONTRACTOR

Kirby Bates Associates

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).

EXHIBIT A-2 as per Amendment No. 2:

SCOPE OF SERVICES/PAYMENT PROVISIONS

1. INTERIM LEADERSHIP SERVICES AND LEADERSHIP ADVISORY SERVICES

1.1 Interim Leader Screening. For engagements with a minimum duration of 13 weeks, **CONTRACTOR** will confirm that **INTERIMS** have achieved the requisite leadership experience and shall provide the **NMC** the following information prior to the first day of an engagement:

- | | |
|------------------------------------|-------------------------------|
| a. Résumé | e. Required Medical Clearance |
| b. Valid Professional License | f. Required Certifications |
| c. Two (2) Professional References | g. Negative Drug Screen |
| d. Criminal Background Check | |

1.2 Selection of Interims. **CONTRACTOR** will source, screen, and interview potential **INTERIMS** in accordance with qualifications and experience requirements set forth by the **NMC**. **CONTRACTOR** will provide the **NMC** the opportunity to interview final **INTERIM** candidates for **INTERIM** engagements by telephone, videoconference, or in person. The **NMC** shall provide any **INTERIM** candidates who are invited to interview on-site with necessary travel, meal, and overnight accommodations by either direct payment of expenses or reimbursement to the **INTERIM** candidate. Final selection of **INTERIM** candidates is determined by the **NMC**.

1.3 Non-discrimination. **CONTRACTOR** is an equal opportunity employer in compliance with all applicable laws and shall refer all qualified **INTERIMS**, regardless of race, sex, religious creed, ancestry, veteran or marital status, disability, or age or any other protected characteristic now or in the future protected by law. **NMC** agrees it will not reject any **INTERIM** or take any other action with respect to any **INTERIM**, in violation of any applicable federal or state law, including but not limited to those relating to equal employment opportunity (including, without limitation, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000e-17), the Age Discrimination in Employment Act of 1967, as amended (29 U.S. Sections 621-634), the Equal Pay Act of 1963 (29 U.S.C. Section 206(d)), and any rules, regulations, and administrative orders relating thereto).

2. CONTROL OF WORK

2.1 Acceptance of Personnel. Once the **CONTRACTOR INTERIM** begins the **INTERIM** leadership engagement for **NMC**, the **INTERIM** works under the direct supervision and control of the **NMC**.

2.2 Maximum Interim Term. It is generally agreed the **NMC** will not offer an **INTERIM** engagement that exceeds 12 consecutive months. In the event that an engagement needs to exceed 12 months a mutually agreed to plan between the **NMC**, **CONTRACTOR**, and **INTERIM**, will be developed and executed to address any and all tax or other related issues associated with an extended engagement.

2.3 INTERIM to permanent employee. In the event that the **NMC** offers any type of full- or part-time employment to the **INTERIM** placed by **CONTRACTOR** within one year of the end of the engagement, the **NMC** agrees to pay **CONTRACTOR** a placement fee equal to twenty-five percent (25%) of the annual gross remuneration agreed to by the **NMC** for the individual employed, including the individual's base salary and any signing bonus. Such placement fee shall be paid within forty-five (45) days of permanent employment.

2.4 Regulatory Compliance. As requested, **CONTRACTOR** will use reasonable efforts to aid **NMC** in complying with regulatory requirements, including requests relating to Joint Commission, HIPAA and OSHA, and will make available to authorized governmental bodies certain records indicating the nature and cost of **CONTRACTOR**'s services. Except to the extent an **INTERIM** requires Protected Health Information (as defined within HIPAA) in connection with an assignment, **NMC** shall not disclose such information to **CONTRACTOR**. **NMC** will provide **INTERIM** with a suitable workplace that fully complies with applicable federal, state and local safety and other regulations. **NMC** will provide **INTERIM** with site- and job-specific training that meets applicable regulatory standards, including, but not limited to, use of **NMC**'s protective equipment, emergency and fire prevention procedures, IIPP, Hazcom, chemical hygiene, and blood-borne pathogen training. Any orientation, training or other similar time will be treated as part of the **INTERIM**'s normal work period.

2.5 Duration and Termination. The respective obligations of **CONTRACTOR** and **NMC** shall be for a minimum engagement of 13 weeks following the first day of the engagement and shall automatically renew until the **NMC** or the **INTERIM** provides a thirty (30) days' written termination notice. Exception to thirty (30) days' notice is applicable only if termination of the **INTERIM** by the **NMC** is for cause. **NMC** will involve **CONTRACTOR** immediately if there are performance issues experienced with the **INTERIM**. **NMC** agrees to reimburse **CONTRACTOR** for all contractual expenses incurred for an engagement up to its conclusion.

2.6 Interim Leader Wages and Benefits. **CONTRACTOR** will be responsible for **INTERIM**'s wages, payroll taxes, benefits, unemployment and workers compensation insurance, and other fringe benefits to which **INTERIM** may be entitled.

2.7 Deliverables. In collaboration with **NMC**, **CONTRACTOR** develops a set of deliverables that serves as the agenda and general direction for the **INTERIM**. Once **NMC** has approved the deliverables, they are reflected in the "Statement of Work" document.

3. COMPENSATION FOR SERVICES

3.1 Bill Rates. **NMC** will pay an all-inclusive daily bill rate set forth in the "Statement of Work" document. The bill rate includes the **INTERIM**'s wages, payroll taxes, and any applicable employment expenses, including **INTERIM** state licenses or permits. The daily bill rate also includes the reasonable direct cost of air or ground transportation to and from the engagement at the engagement's beginning, conclusion, and twice-a-month weekend home travel, housing accommodations, background checks, drug screens, and rental car or mileage compensation. Travel arrangements will

be agreed to by the Interim Leader and Direct Report Leader. **Refer to Section 6.0 herein for bill rates and billing terms.**

3.2 Overtime. **CONTRACTOR INTERIM leaders** are exempt employees for the purposes of federal and state wage and hour laws and are not eligible for overtime pay.

3.3 Holidays. **INTERIM** leaders observe holiday schedules which the County of Monterey observes.

3.4 Timesheets. **NMC** accepts **CONTRACTOR's** timesheets as the basis for all days billed by **CONTRACTOR. INTERIM** will submit automated time sheet to **CONTRACTOR** by the last day of the pay period.

3.5 Guaranteed Days per Week. **NMC** will provide work schedules for **CONTRACTOR INTERIM** and guarantees full-time work of 5 workdays per week. Exception to 5 workday week is by mutual agreement of **NMC** and **INTERIM** with notification to **CONTRACTOR**.

3.6 Billing Period. The billing period for all **INTERIMS** engaged by **NMC** is Sunday through Saturday on a bi-weekly schedule.

3.7 Interim Services Fees. **NMC** will pay **CONTRACTOR** for its services in accordance with the terms of the compensation structure set forth in this agreement and in the "Statement of Work" document. **CONTRACTOR** will provide **NMC** with biweekly invoices for Interim Services Fees, which **NMC** will pay within 30 days from the date of receipt by Auditor-Controller of an invoice certified by Natividad pursuant to section 2.3 of the original Agreement. **NMC** shall pay or reimburse **CONTRACTOR** for any state sales or receipt taxes imposed on **NMC's** payments to **CONTRACTOR**.

3.8 Governing Law. This Agreement shall be governed by California law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Monterey County, CA.

3.9 EEOC Compliance Statement. We are committed to providing an environment in which all individuals are treated with respect and professionalism, including employees, contractors, volunteers, interns and others. Consistent with this commitment, we comply with those rules and regulations prohibiting discrimination on the basis of race, color, age, ancestry, gender, sex, marital status, sexual orientation, gender identity and/or expression, religion, national origin, disability (including HIV and AIDS), medical condition, military service, genetic information or any legally protected status. We comply with all related and applicable federal, state and local laws, regulations, orders and ordinances, including, but not limited to, (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Age Discrimination in Employment Act of 1967, as amended; (v) the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) Federal Executive Order No. 11246, as amended; (viii) the Equal Pay Act of 1963, as amended; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all regulations and administrative rules established pursuant to the foregoing laws. The creation

or promotion of a hostile, disrespectful or unprofessional environment in violation of any of the foregoing is strictly prohibited.

4.0 OTHER TERMS

4.1 Additional Payment Provisions: CONTRACTOR shall provide an invoice for services rendered showing services were performed, the County Purchase Order Number, the position and a copy of the time card for each employee of the CONTRACTOR. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4.2 Other Terms and Conditions Associated with Temporary Employees:

- a. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least seven days prior to the individual being assigned by CONTRACTOR for service to NMC.
- b. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least seven days prior to the individual being assigned by CONTRACTOR for service to NMC.
- c. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
- d. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS Retirement System.
- e. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- f. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS Retirement system.
- g. TEMPORARY EMPLOYMENT ASSIGNMENT: CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources when an individual employee's hours working for the NMC are approaching 650 hours in a fiscal year (7/1-6/30).
- h. An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1 - 6/30), unless approved by mutual agreement between CONTRACTOR and NMC in writing under the following conditions:**
 - a. Contractor's employee agrees to participate in the PERS retirement system in accordance with the County's agreement with PERS.**

- b. Contractor agrees to provide NMC the assigned employee's information: Full Name, full social security number, copy of social security card, the employees base rate of pay (without any travel, per diem or other expenses)
- c. Contractor agrees to report hours worked weekly to NMC to determine payment amount for PERS
- d. Both parties agree that the contractor's assigned employee and the County will pay their applicable portion of the PERS contribution
- e. Contractor's assigned employee will pay their applicable portion of PERS to the county bi-weekly via check
- f. The County will submit appropriate payments to PERS in accordance with the County's PERS agreement for employees paying on a post-tax basis

5.0 JOINT COMMISSION POLICY STATEMENT

5.1 CONTRACTOR is committed to providing a higher standard of service and to the delivery of safe, quality patient care by its healthcare professionals. **CONTRACTOR** complies with The Joint Commission's Standards for Healthcare Staffing Services. As a customer, the **NMC** can have confidence that the processes within **CONTRACTOR** support that supplemental **INTERIM** leadership staff working in its organization have met the requirements established by The Joint Commission. To assure compliance with The Joint Commission Standards for Healthcare Staffing Services, **CONTRACTOR** has established the following practices:

- a. **CONTRACTOR** will not engage subcontractors to provide **INTERIM** leadership services unless agreed to in advance by the customer.
- b. As a provider of **INTERIM** leadership services, **CONTRACTOR** will be the employer of assigned **INTERIM** leader employees and shall not by reason of their assignment to the **NMC** through **CONTRACTOR** become employees of the **NMC**.
- c. **CONTRACTOR** will notify the **NMC** whether assigned **INTERIM** leadership employees are employees of **CONTRACTOR** or independent contractors working through **CONTRACTOR**.
- d. Assigned **INTERIM** leadership employees may only be placed in engagements that match the job description for the engagement. If an assigned **INTERIM** leadership employee is asked to provide services to another department with the **NMC**, the department must have comparable leadership needs and the **INTERIM** leadership employee must have demonstrated previous competency and have the appropriate certifications and credentials to perform effectively and safely. Assigned **INTERIM** leadership employees should only be re-assigned to other areas with comparable leadership expectations and needs. **CONTRACTOR** must be notified if an **INTERIM** leadership employee is re-assigned.
- e. **CONTRACTOR** shall verify the assigned **INTERIM** leader employee's licensure, certification, education and work experience to assure they are competent and possess the skills and experience appropriate for the engagement.
- f. It shall be the responsibility of **NMC** to orient assigned **INTERIM** leader employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures,

including dress code, physical layout and equipment and to validate competency and ability of assigned **INTERIM** leader employee to properly use equipment.

- g. It shall be the responsibility of the **NMC** to cooperate in an evaluation of each assigned **INTERIM** leader employee relative to such employee's ability to perform specific job functions upon completion of employee's engagement.
- h. It shall be the responsibility of the **NMC** to notify **CONTRACTOR** within 24 hours of any events, competency issues, incidents, and/or complaints related to the assigned **INTERIM** leader employee and/or **CONTRACTOR**. **NMC** agrees to initiate communication with **CONTRACTOR** whenever an incident/injury report related to the assigned **INTERIM** leader is completed. Upon notification, **CONTRACTOR** shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries and safety hazards related to the care and services provided.
- i. It shall be the responsibility of the **NMC** to notify **CONTRACTOR** within 24 hours of any occupational safety hazards or events that involve an assigned **INTERIM** leader.
- j. Conflict of Interest occurs when an individual's private interest interferes, or appears to interfere, in any way with a company's interest, or when the private interest creates the appearance of impropriety. **CONTRACTOR** expects that both the **NMC** and **CONTRACTOR** make or participate in business decisions and actions based on the interest of the company as a whole, and not based on personal relationships or benefits.

6.0 Full-Service Model Bill Rate provisions:

- a. Interim is compensated as a Nurse Professional (on behalf of **CONTRACTOR**) employee.
- b. **NMC** is invoiced bi-weekly with one all-inclusive fee payable to **CONTRACTOR**.
- c. Expenses such as travel, housing, rental car and any expenses directly related to the engagement, are factored into all-inclusive daily fee. Individual expenses reimbursement shall not be permitted under this Agreement.
- d. Actual final daily rate is determined after final candidate selection and specific travel and housing requirements. The following is a general guide reflecting ranges by position level:
- e. Leadership Positions approximate Range of Daily Fee*
- f. CEO positions: \$2,000 - \$2,300/Day
- g. CNO positions: \$1,900 - \$2,100/Day
- h. Vice Presidents: \$1,900 - \$2,000/Day
- i. Service Line Directors \$1,800 - \$1,900/Day
- j. Nurse/Unit Managers \$1,700 - \$1,800/Day
 - Included in the Full-Service Model Fee is ongoing Advisory Services from **CONTRACTOR**'s executive team in support of the interim leader for achievement of the engagement deliverables. At **NMC**'s request, gap analyses; 30-, 60-, 90-day plans for key strategic initiatives; or other management tools are provided.
- k. Rates are based upon **CONTRACTOR** providing high-performing interim executives, executive advisors, directors and managers drawing from a national network of experienced executives and healthcare leaders.

**Fees subject to change only by a written amendment executed by the Parties.*



Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15773; Amendment No.: 1

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Kirby Bates Associates for interim leadership services, and adding \$200,000 for a revised total agreement amount not to exceed \$300,000, with no change to the term Agreement January 1, 2022 through December 31, 2022.
- 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%) (\$10,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 19th day of April 2022, by roll call vote:

AYES: Supervisors Alejo, Lopez, Askew and Adams

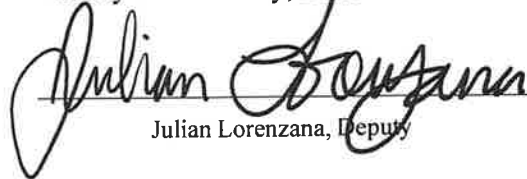
NOES: None

ABSENT: Supervisor Phillips
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 19, 2022.

Dated: April 21, 2021
File ID: A 22-109
Agenda Item No.: 48

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN KIRBY BATES ASSOCIATES AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERIM LEADERSHIP SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Kirby Bates Associates ("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 with Kirby Bates Associates for Interim Leadership Services with a term January 1, 2022 through December 31, 2022 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 with revisions to the indemnification clause attached hereto as "Addendum No. 1 as per Amendment No. 1" with a \$200,000 increase for a total Agreement amount of \$300,000, with no changes to the term Agreement January 1, 2022 through December 31, 2022.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.


1. Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000."
2. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
*"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Addendum No. 1 as per Amendment No. 1
Exhibit A: Scope of Services/Payment Provisions"*
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the Agreement.
5. This Amendment No. 1 shall be effective when signed by the parties.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____


for Charles R. Harris, Interim CEO

Date: _____

4-26-22

APPROVED AS TO LEGAL PROVISIONS

By: _____


Monterey County Deputy County Counsel

Chief Deputy County Counsel

Date: 3/3/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____


Monterey County Deputy Auditor/Controller

Date: 3/9/2022

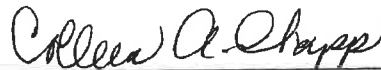
CONTRACTOR

Kirby Bates Associates

CONTRACTOR's Business Name

See instructions below

By: _____



(Signature of: Chair, President, or Vice-President)

Colleen A. Chapp, Executive Vice President
Name and Title

Date: _____

2-24-2022

By: _____



(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Nikhol Perez, Director of Finance

Name and Title

Date: _____

02/25/2022

*****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).

Amendment No. 1 to Agreement
With Kirby Bates Associates
for Interim Leadership Services

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN KIRBY BATES ASSOCIATES, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR INTERIM LEADERSHIP SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Kirby Bates Associates, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "COUNTY"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.


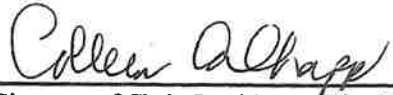

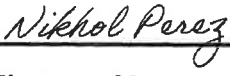
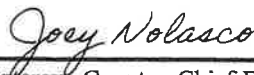
NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Paragraph 4.1, "INDEMNIFICATION", shall be amended to:

4.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER	KIRBY BATES ASSOCIATES
 Signature of Chair, President or Vice-President	 Signature of Chair, President or Vice-President
Charles R. Harris, Interim CEO	Colleen A. Chapp, Executive Vice President
4-26-22 Date	2-24-2022 Printed Name and Title
Approved as to Legal Provisions:	Date
 Monterey County Deputy County Counsel	 Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Chief Deputy County Counsel 3/3/2022	Nikhol Perez, Director of Finance
Date	Printed Name and Title
Approved as to Fiscal provisions:	02/25/2022 Date
 Monterey County Chief-Deputy Auditor-Controller	Signature Instructions
3/9/2022 Date	For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

 **Natividad** MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Kirby Bates Associates hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows:
Interim Leadership Services

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 100,000.00.

TERM OF AGREEMENT; the term of this Agreement is from January 1, 2022 through December 31, 2022 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

1. PERFORMANCE STANDARDS:

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

KBA Agreement Interim Leadership
Services for Natividad

CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

- 4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

5. INSURANCE:

5.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

5.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

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

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

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

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

- 6.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**
- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no

way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

- 6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all

federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: KBA
Attn: Colleen Chapp
Address: _____
City, State, Zip: _____
FAX: _____
Email: cchapp@kirbybates.com

MISCELLANEOUS PROVISIONS:

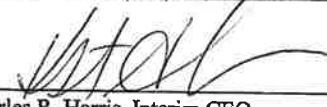
- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

KBA Agreement Interim Leadership
Services for Natividad

- 13.4 Contractor. The term “Contractor” as used in this Agreement includes Contractor’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: 
for Charles R. Harris, Interim CEO
Date: 1-19-22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 1-19-22

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 1-19-22

CONTRACTOR

Kirby Bates Associates, LLC
Contractor's Business Name*** (see instructions)

Colleen A. Chapp
Signature of Chair, President, or Vice-President

Colleen A. Chapp, Executive Vice President
Name and Title

Date: December 29, 2021

By: Nikhil Perez
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer)

Nikhil Perez, Director of Finance
Name and Title

Date: January 4, 2022

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A -SCOPE OF SERVICES/PAYMENT PROVISIONS

1. INTERIM LEADERSHIP SERVICES AND LEADERSHIP ADVISORY SERVICES

1.1 Interim Leader Screening. For engagements with a minimum duration of 13 weeks, **CONTRACTOR** will confirm that **INTERIMS** have achieved the requisite leadership experience and shall provide the **NMC** the following information prior to the first day of an engagement:

- | | |
|------------------------------------|-------------------------------|
| a. Résumé | e. Required Medical Clearance |
| b. Valid Professional License | f. Required Certifications |
| c. Two (2) Professional References | g. Negative Drug Screen |
| d. Criminal Background Check | |

1.2 Selection of Interims. **CONTRACTOR** will source, screen, and interview potential **INTERIMS** in accordance with qualifications and experience requirements set forth by the **NMC**. **CONTRACTOR** will provide the **NMC** the opportunity to interview final **INTERIM** candidates for **INTERIM** engagements by telephone, videoconference, or in person. The **NMC** shall provide any **INTERIM** candidates who are invited to interview on-site with necessary travel, meal, and overnight accommodations by either direct payment of expenses or reimbursement to the **INTERIM** candidate. Final selection of **INTERIM** candidates is determined by the **NMC**.

1.3 Non-discrimination. **CONTRACTOR** is an equal opportunity employer in compliance with all applicable laws and shall refer all qualified **INTERIMS**, regardless of race, sex, religious creed, ancestry, veteran or marital status, disability, or age or any other protected characteristic now or in the future protected by law. **NMC** agrees it will not reject any **INTERIM** or take any other action with respect to any **INTERIM**, in violation of any applicable federal or state law, including but not limited to those relating to equal employment opportunity (including, without limitation, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000e-17), the Age Discrimination in Employment Act of 1967, as amended (29 U.S. Sections 621-634), the Equal Pay Act of 1963 (29 U.S.C. Section 206(d)), and any rules, regulations, and administrative orders relating thereto).

2. CONTROL OF WORK

2.1 Acceptance of Personnel. Once the **CONTRACTOR INTERIM** begins the **INTERIM** leadership engagement for **NMC**, the **INTERIM** works under the direct supervision and control of the **NMC**.

2.2 Maximum Interim Term. It is generally agreed the **NMC** will not offer an **INTERIM** engagement that exceeds 12 consecutive months. In the event that an engagement needs to exceed 12 months a mutually agreed to plan between the **NMC**, **CONTRACTOR**, and **INTERIM**, will be developed and executed to address any and all tax or other related issues associated with an extended engagement.

2.3 INTERIM to permanent employee. In the event that the **NMC** offers any type of full- or part-time employment to the **INTERIM** placed by **CONTRACTOR** within one year of the end of the engagement, the **NMC** agrees to pay **CONTRACTOR** a placement fee equal to twenty-five percent (25%) of the annual gross remuneration agreed to by the **NMC** for the individual employed, including the individual's base salary and any signing bonus. Such placement fee shall be paid within forty-five (45) days of permanent employment.

2.4 Regulatory Compliance. As requested, **CONTRACTOR** will use reasonable efforts to aid **NMC** in complying with regulatory requirements, including requests relating to Joint Commission, HIPAA and OSHA, and will make available to authorized governmental bodies certain records indicating the nature and cost of **CONTRACTOR**'s services. Except to the extent an **INTERIM** requires Protected Health Information (as defined within HIPAA) in connection with an assignment, **NMC** shall not disclose such information to **CONTRACTOR**. **NMC** will provide **INTERIM** with a suitable workplace that fully complies with applicable federal, state and local safety and other regulations. **NMC** will provide **INTERIM** with site- and job-specific training that meets applicable regulatory standards, including, but not limited to, use of **NMC**'s protective equipment, emergency and fire prevention procedures, IIPP, Hazcom, chemical hygiene, and blood-borne pathogen training. Any orientation, training or other similar time will be treated as part of the **INTERIM**'s normal work period.

2.5 Duration and Termination. The respective obligations of **CONTRACTOR** and **NMC** shall be for a minimum engagement of 13 weeks following the first day of the engagement and shall automatically renew until the **NMC** or the **INTERIM** provides a thirty (30) days' written termination notice. Exception to thirty (30) days' notice is applicable only if termination of the **INTERIM** by the **NMC** is for cause. **NMC** will involve **CONTRACTOR** immediately if there are performance issues experienced with the **INTERIM**. **NMC** agrees to reimburse **CONTRACTOR** for all contractual expenses incurred for an engagement up to its conclusion.

2.6 Interim Leader Wages and Benefits. **CONTRACTOR** will be responsible for **INTERIM**'s wages, payroll taxes, benefits, unemployment and workers compensation insurance, and other fringe benefits to which **INTERIM** may be entitled.

2.7 Deliverables. In collaboration with **NMC**, **CONTRACTOR** develops a set of deliverables that serves as the agenda and general direction for the **INTERIM**. Once **NMC** has approved the deliverables, they are reflected in the "Statement of Work" document.

3. COMPENSATION FOR SERVICES

3.1 Bill Rates. **NMC** will pay an all-inclusive daily bill rate set forth in the "Statement of Work" document. The bill rate includes the **INTERIM**'s wages, payroll taxes, and any applicable employment expenses, including **INTERIM** state licenses or permits. The daily bill rate also includes the reasonable direct cost of air or ground transportation to and from the engagement at the engagement's beginning, conclusion, and twice-a-month weekend home travel, housing accommodations, background checks, drug screens, and rental car or mileage compensation. Travel arrangements will be agreed

to by the Interim Leader and Direct Report Leader. **Refer to Section 6.0 herein for bill rates and billing terms.**

3.2 Overtime. **CONTRACTOR INTERIM** leaders are exempt employees for the purposes of federal and state wage and hour laws and are not eligible for overtime pay.

3.3 Holidays. **INTERIM** leaders observe holiday schedules which the County of Monterey observes.

3.4 Timesheets. **NMC** accepts **CONTRACTOR**'s timesheets as the basis for all days billed by **CONTRACTOR**. **INTERIM** will submit automated time sheet to **CONTRACTOR** by the last day of the pay period.

3.5 Guaranteed Days per Week. **NMC** will provide work schedules for **CONTRACTOR INTERIM** and guarantees full-time work of 5 workdays per week. Exception to 5 workday week is by mutual agreement of **NMC** and **INTERIM** with notification to **CONTRACTOR**.

3.6 Billing Period. The billing period for all **INTERIMS** engaged by **NMC** is Sunday through Saturday on a bi-weekly schedule.

3.7 Interim Services Fees. **NMC** will pay **CONTRACTOR** for its services in accordance with the terms of the compensation structure set forth in this agreement and in the "Statement of Work" document. **CONTRACTOR** will provide **NMC** with biweekly invoices for Interim Services Fees, which **NMC** will pay within 30 days from the invoice date. Balances outstanding after 45 days will incur interest at a rate of 1.5% monthly. **NMC** shall pay or reimburse **CONTRACTOR** for any state sales or receipt taxes imposed on **NMC**'s payments to **CONTRACTOR**.

3.8 Governing Law. This Agreement shall be governed by California law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Monterey County, CA.

3.9 EEOC Compliance Statement. We are committed to providing an environment in which all individuals are treated with respect and professionalism, including employees, contractors, volunteers, interns and others. Consistent with this commitment, we comply with those rules and regulations prohibiting discrimination on the basis of race, color, age, ancestry, gender, sex, marital status, sexual orientation, gender identity and/or expression, religion, national origin, disability (including HIV and AIDS), medical condition, military service, genetic information or any legally protected status. We comply with all related and applicable federal, state and local laws, regulations, orders and ordinances, including, but not limited to, (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Age Discrimination in Employment Act of 1967, as amended; (v) the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) Federal Executive Order No. 11246, as amended; (viii) the Equal Pay Act of 1963, as amended; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(x) all regulations and administrative rules established pursuant to the foregoing laws. The creation or promotion of a hostile, disrespectful or unprofessional environment in violation of any of the foregoing is strictly prohibited.

4.0 OTHER TERMS

4.1 Additional Payment Provisions: CONTRACTOR shall provide an invoice for services rendered showing services were performed, the County Purchase Order Number, the position and a copy of the time card for each employee of the CONTRACTOR. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4.2 Other Terms and Conditions Associated with Temporary Employees:

- a. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
- b. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
- c. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
- d. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
- e. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- f. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
- g. TEMPORARY EMPLOYMENT ASSIGNMENT: CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources Administrator when an individual employee's hours working for the NMC are approaching 650 hours in a fiscal year (7/1-6/30).
- h. **An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1 - 6/30).**
- i. **NMC nor the County of Monterey shall not pay CONTRACTOR for individual services rendered beyond 720 hours per fiscal year per each INTERIM.**

5.0 JOINT COMMISSION POLICY STATEMENT

5.1 CONTRACTOR is committed to providing a higher standard of service and to the delivery of safe, quality patient care by its healthcare professionals. **CONTRACTOR** complies with The Joint Commission's Standards for Healthcare Staffing Services. As a customer, the **NMC** can have confidence that the processes within **CONTRACTOR** support that supplemental **INTERIM** leadership staff working in its organization have met the requirements established by The Joint Commission. To assure compliance with The Joint Commission Standards for Healthcare Staffing Services, **CONTRACTOR** has established the following practices:

- a. **CONTRACTOR** will not engage subcontractors to provide **INTERIM** leadership services unless agreed to in advance by the customer.
- b. As a provider of **INTERIM** leadership services, **CONTRACTOR** will be the employer of assigned **INTERIM** leader employees and shall not by reason of their assignment to the **NMC** through **CONTRACTOR** become employees of the **NMC**.
- c. **CONTRACTOR** will notify the **NMC** whether assigned **INTERIM** leadership employees are employees of **CONTRACTOR** or independent contractors working through **CONTRACTOR**.
- d. Assigned **INTERIM** leadership employees may only be placed in engagements that match the job description for the engagement. If an assigned **INTERIM** leadership employee is asked to provide services to another department with the **NMC**, the department must have comparable leadership needs and the **INTERIM** leadership employee must have demonstrated previous competency and have the appropriate certifications and credentials to perform effectively and safely. Assigned **INTERIM** leadership employees should only be re-assigned to other areas with comparable leadership expectations and needs. **CONTRACTOR** must be notified if an **INTERIM** leadership employee is re-assigned.
- e. **CONTRACTOR** shall verify the assigned **INTERIM** leader employee's licensure, certification, education and work experience to assure they are competent and possess the skills and experience appropriate for the engagement.
- f. It shall be the responsibility of **NMC** to orient assigned **INTERIM** leader employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code, physical layout and equipment and to validate competency and ability of assigned **INTERIM** leader employee to properly use equipment.
- g. It shall be the responsibility of the **NMC** to cooperate in an evaluation of each assigned **INTERIM** leader employee relative to such employee's ability to perform specific job functions upon completion of employee's engagement.
- h. It shall be the responsibility of the **NMC** to notify **CONTRACTOR** within 24 hours of any events, competency issues, incidents, and/or complaints related to the assigned **INTERIM** leader employee and/or **CONTRACTOR**. **NMC** agrees to initiate communication with **CONTRACTOR** whenever an incident/injury report related to the assigned **INTERIM** leader is completed. Upon notification, **CONTRACTOR** shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries and safety hazards related to the care and services provided.

- i. It shall be the responsibility of the **NMC** to notify **CONTRACTOR** within 24 hours of any occupational safety hazards or events that involve an assigned **INTERIM** leader.
- j. Conflict of Interest occurs when an individual's private interest interferes, or appears to interfere, in any way with a company's interest, or when the private interest creates the appearance of impropriety. **CONTRACTOR** expects that both the **NMC** and **CONTRACTOR** make or participate in business decisions and actions based on the interest of the company as a whole, and not based on personal relationships or benefits.

6.0 Full-Service Model Bill Rate provisions:

- a. Interim is compensated as a Nurse Professional (on behalf of **CONTRACTOR**) employee.
- b. **NMC** is invoiced bi-weekly with one all-inclusive fee payable to **CONTRACTOR**.
- c. Expenses such as travel, housing, rental car and any expenses directly related to the engagement, are factored into all-inclusive daily fee. Individual expenses reimbursement shall not be permitted under this Agreement.
- d. Actual final daily rate is determined after final candidate selection and specific travel and housing requirements. The following is a general guide reflecting ranges by position level:
- e. Leadership Positions approximate Range of Daily Fee*
- f. CEO positions: \$2,000 - \$2,300/Day
- g. CNO positions: \$1,900 - \$2,100/Day
- h. Vice Presidents: \$1,900 - \$2,000/Day
- i. Service Line Directors \$1,800 - \$1,900/Day
- j. Nurse/Unit Managers \$1,700 - \$1,800/Day
 - Included in the Full-Service Model Fee is ongoing Advisory Services from **CONTRACTOR**'s executive team in support of the interim leader for achievement of the engagement deliverables. At **NMC**'s request, gap analyses; 30-, 60-, 90-day plans for key strategic initiatives; or other management tools are provided.
- k. Rates are based upon **CONTRACTOR** providing high-performing interim executives, executive advisors, directors and managers drawing from a national network of experienced executives and healthcare leaders.

**Fees subject to change only by a written amendment executed by the Parties.*



Monterey County

Item No.25

Board Report

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

Legistar File Number: A 22-447

September 13, 2022

Introduced: 8/9/2022

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services (EMS) Director to execute renewal and amendment No. 2 to the Agreement between County of Monterey and Dr. John Beuerle, M.D., M.S., for the provision of Medical Director Services to the Emergency Medical Services Agency, extending the agreement an additional five (5) year period (July 1, 2022 through June 30, 2027) for a revised full agreement term of August 1, 2019 through June 30, 2027, and adding periodic pay increases for a new revised total agreement amount not to exceed \$1,034,746.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services (EMS) Director to execute renewal and amendment No. 2 to the Agreement between County of Monterey and Dr. John Beuerle, M.D., M.S., for the provision of Medical Director Services to the Emergency Medical Services Agency, extending the agreement an additional five (5) year period (July 1, 2022 through June 30, 2027) for a revised full agreement term of August 1, 2019 through June 30, 2027, and adding periodic pay increases for a new revised total agreement amount not to exceed \$1,034,746.

SUMMARY/DISCUSSION:

Pursuant to the California Health and Safety Code, Section 1797 et seq., the Monterey County Department of Health's Emergency Medical Services (EMS) Agency is designated by the Monterey County Board of Supervisors as the local EMS Agency. The EMS Agency is responsible for emergency medical services (EMS) system coordination, medical oversight, and coordination of the delivery of EMS by provider organizations in Monterey County. The EMS Agency is also responsible to establish policies and procedures approved by the Medical Director of the Local EMS Agency to assure medical control of the EMS system as well as for regulating Advanced Life Support (ALS), Critical Care Transport (CCT), and Basic Life Support (BLS) air ambulance services and EMS service providers within Monterey County, and for authorizing ALS, CCT, and BLS air ambulance response and transport within the county.

Pursuant to California Health and Safety Code Section 1797.202, Every local EMS Agency is required to have a full- or part-time licensed physician and surgeon as Medical Director, who has substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system. On July 23, 2019, the Board of Supervisors awarded the Agreement between County of Monterey

and Dr. John Beuerle, M.D., M.S., for the provision of Medical Director Services to the Emergency Medical Services. On March 23, 2021, the Board of Supervisors approved Amendment No. 1 to amend the scope work and to increase the amount payable to Contractor for the additional services to be provided to the EMS Agency;

Amendment No. 2 extends the agreement until June 30, 2027 to ensure consistent and appropriate medical control of pre-hospital personnel, and medical guidance in the overall planning and management of the EMS Agency

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals 2. Enhance public health and safety through prevention; and 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports one of the ten essential public health services, specifically, 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has reviewed and approved Amendment No. 2 as to form.

FINANCING:

There are no General Fund Impacts resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to 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: Teresa Rios, EMS Director, 783-7082

Date: _____
Approved by: Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 2

Amendment No. 1

Agreement



Monterey County

Item No.

Board Report

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

Legistar File Number: A 22-447

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Current Status: Agenda Ready

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Legistar File Number: A 22-447

Medical Services. On March 23, 2021, the Board of Supervisors approved Amendment No. 1 to amend the scope work and to increase the amount payable to Contractor for the additional services to be provided to the EMS Agency;

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OTHER AGENCY INVOLVEMENT:

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FINANCING:

There are no General Fund Impacts resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Teresa Rios, EMS Director, 783-7082

DocuSigned by:



C7A30BA59CA8423...

Date: 8/17/2022 | 2:59 PM PDT

Approved by: Elsa Mendoza Jimenez, Director of Health, 755-4526

Legistar File Number: A 22-447

Attachments:

Amendment No. 2

Amendment No. 1

Agreement

**AMENDMENT #2 TO EMS MEDICAL DIRECTOR
SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY
AND
JOHN BEUERLE, M.D., M.S.**

THIS AMENDMENT No 2 is made to the EMS MEDICAL DIRECTOR SERVICES AGREEMENT for the provision of Medical Director Services to the Emergency Medical Services Agency hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, on or about July 29, 2019, County and CONTRACTOR entered into an EMS MEDICAL DIRECTOR SERVICES AGREEMENT (AGREEMENT) for the provision of Medical Director Services to the Emergency Medical Services Agency from August 1, 2019 through June 30, 2022;

WHEREAS, on or about March 31, 2021, County and CONTRACTOR executed Amendment #1 (AMENDMENT #1) to amend Sections 1.17, 2.1, and 2.2 to amend the scope of work and to increase the amount payable to Contractor for the additional services to be provided to the EMS Agency;

WHEREAS County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the agreement and to increase the amount payable to CONTRACTOR for services during the extension period.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2.1 Compensation shall be amended by removing “The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum of Three Hundred and Seventeen Thousand, Six Hundred and Ninety-three Dollars (317,693)” and replacing it with The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum \$1,034,746.37.
2. Section 2.2 Payment Provisions

Subsection shall be amended by replacing it with the following table.

Period	Monthly Rate	total
August 1, 2019 to February 28, 2021	\$6,851.00	\$130,169.00
March 1, 2021 to June 30, 2021	\$10,276.50	\$41,106.00
July 1, 2021 to June 30, 2022	\$10,276.50	\$123,318.00
July 1, 2022 to June 30, 2023	\$10,584.80	\$127,017.54
July 1, 2023 to June 30, 2024	\$10,902.34	\$130,828.07
July 1, 2024 to June 30, 2025	\$11,229.41	\$134,752.91
July 1, 2025 to June 30, 2026	\$11,566.29	\$138,795.50
July 1, 2026 to June 30, 2027	\$11,913.28	\$142,959.36
Total		\$968,946.37

(c) shall be amended as follows:

All contract-related expenditures, including travel shall be the sole responsibility of the Contractor, unless otherwise authorized by the Ems Director, except that the County shall reimburse Contractor actual travel, registration and lodging expenses as follows:

- From August 1, 2019 to June 30, 2021, an amount not to exceed One Thousand, Five Hundred (\$1,500.00) annually
- From July 1, 2021 to June 30, 2027, an amount not to exceed Two Thousand, Two Hundred (\$2,200.00) annually

for attendance of conferences at the request of the EMS Agency such as the EMS Administrators' Association of California (EMSAAC)/Emergency Medical Directors' Association of California (EMDAC) conference. Contractor shall adhere to County's Travel Policy.

3. Section 6.1 Term shall be amended by removing "The term of this Agreement is from August 1, 2019 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 the EMS Agency, with EMS Agency signing last, and Contractor may not commence work before EMS Agency signs this agreement." and replacing it with "The term of this Agreement s from August 1, 2019 to June 30, 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 the EMS Agency, with EMS Agency signing last, and Contractor may not commence work before EMS Agency signs this agreement."
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, AMENDMENT #1 are unchanged and unaffected by this AMENDMENT #2 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 dated July 29, 2019.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY**CONTRACTOR**

By:

EMS Director

Date:

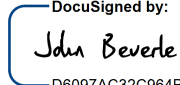
By:

Department Head

Date:


John Beuerle, M.D., M.S._____
Name

By:

DocuSigned by:

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 (Chair, President, or Vice-President)

Approved as to Legal Form

By:

DocuSigned by:

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 County Counsel

Date:

8/3/2022 | 4:40 PM PDT

John Beuerle, M.D.

Name and Title

Date:

8/3/2022 | 12:07 PM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:

 D3834BFEC1D8449...
 Auditor/Controller

Date:

8/3/2022 | 4:45 PM PDT

By:

(Secretary, Asst. Secretary, CFO, Treasurer or
Asst. Treasurer)_____
Name and Title

Date:

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



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 Luis A. Alejo to:

Agreement No.: a-15152; Amendment No.: 1

a. Authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services (EMS) Director to execute Amendment No. 1 to the Agreement between County of Monterey and Dr. John Beuerle, M.D., M.S., for the provision of Medical Director Services to the Emergency Medical Services Agency for a new term from August 1, 2019 through June 30, 2022 and revise the total Agreement amount from \$249,183 to \$317,693 which represents an increase of \$68,510.

PASSED AND ADOPTED on this 23rd day of March 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 March 23, 2021.

Dated: March 24, 2021
File ID: A 21-081
Agenda Item No.: 34

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


Julian Lorenzana, Deputy

**AMENDMENT #1 TO EMS MEDICAL DIRECTOR
SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY
AND
JOHN BEUERLE, M.D., M.S.**

THIS AMENDMENT No 1 is made to the EMS MEDICAL DIRECTOR SERVICES AGREEMENT for the provision of Medical Director Services to the Emergency Medical Services Agency hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, on or about July 29, 2019, County and CONTRACTOR entered into an EMS MEDICAL DIRECTOR SERVICES AGREEMENT (AGREEMENT) for the provision of Medical Director Services to the Emergency Medical Services Agency from August 1, 2019 through June 30, 2022;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to amend the scope of work and to increase the amount payable to CONTRACTOR for services under the AGREEMENT;

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 1.17 shall be amended by removing "Maintain an on-site presence within EMS Agency offices during normal business hours, or other locations within Monterey County to be determined by the EMS Director, for an average minimum of six (6) hours per week. Be available during the balance of the business week by telephone, or through e-mail for an additional average of two (2) hours per week" and replacing it with "Maintain an on-site presence within EMS Agency offices during normal business hours, or other locations within Monterey County to be determined by the EMS Director. During two weeks of each month, CONTRACTOR shall maintain an onsite presence for an average minimum of six (6) hours per week and available during the balance of the business week by telephone, or through e-mail for an additional average of two (2) hours per week." During the remaining two weeks of each month, CONTRACTOR shall maintain an onsite presence for an average minimum of twelve (12) hours per week and available during the balance of the business week by telephone, or through e-mail for an additional average of four (4) hours per week;
2. Section 2.1 Compensation shall be amended by removing The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum of Two Hundred Forty-Nine Thousand, One Hundred and Eighty-Three Dollars (\$249,183)" and replacing it with The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum \$317,693.00.
3. Section 2.2 Payment Provisions (a) shall be amended by replacing "During the period from August 1, 2019 through June 30, 2022, County shall pay Contractor \$6,851 monthly" and replacing it with

- During the period from August 1, 2019 to February 28, 2021, County shall pay Contractor \$6,851 monthly.
 - During the period from March 1, 2021 to June 30, 2022, County shall pay Contractor \$10,276.5 monthly.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 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 dated July 29, 2019.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY**CONTRACTOR**

By:

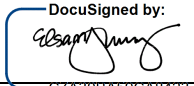
EMS Director

Date:

John Beuerle, M.D., M.S.

Name

By:

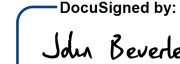
DocuSigned by:


Department Head

Date:

3/31/2021 | 11:24 AM PDT

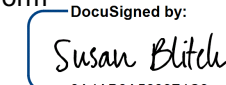
By:

DocuSigned by:


(Chair, President, or Vice-President)

Approved as to Legal Form

By:

DocuSigned by:


County Counsel

Date:

3/8/2021 | 11:07 AM PST

John Beuerle, M.D.

Name and Title

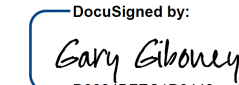
Date:

3/2/2021 | 6:38 PM PST

Approved as to Fiscal Provisions

By:

By:

DocuSigned by:


Auditor/Controller

Date:

3/8/2021 | 12:24 PM PST

(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Name and Title

Date:

DocuSigned by:

 ma

3/8/2021 | 12:20 PM PST

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14456

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

- a. Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Director, to execute an Agreement between County of Monterey and Dr. John Beuerle, M.D., M.S., for the provision of Medical Director Services to the Emergency Medical Services Agency for the period from August 1, 2019 through June 30, 2022 in the amount of \$249,183.00; and
- b. Authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Director, to sign up to three (3) amendments to this Agreement where the combined amendments do not exceed ten percent (10%) or \$24,918.30 of the original Agreement amount and do not significantly change the scope.
- c. Authorize the modification of the County standard insurance requirements pertaining to General Liability Insurance, Business Automobile Liability Insurance, Workers Compensation Insurance, and Professional Liability Insurance.

PASSED AND ADOPTED on this 23rd day of July 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

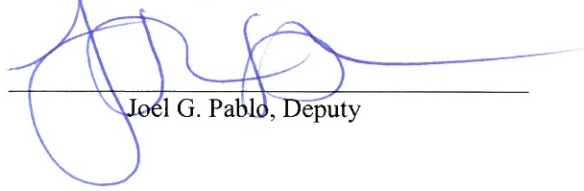
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 23, 2019.

Dated: July 23, 2019
File ID: A 19-298

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


Joel G. Pablo, Deputy

EMS MEDICAL DIRECTOR SERVICES AGREEMENT

by and between

COUNTY OF MONTEREY ("**County**")

And

JOHN BEUERLE, M.D., M.S. (**Contractor**)

EMS MEDICAL DIRECTOR SERVICES AGREEMENT'

MEDICAL DIRECTOR SERVICES AGREEMENT (this "**Agreement**") is entered into as of August 1, 2019, by and between COUNTY OF MONTEREY ("**County**") acting through its Emergency Medical Services Agency ("**EMS Agency**") and John Beuerle, M.D., M.S. ("**Contractor**"). County and Contractor are sometimes referred to in this Agreement as a "Party" or, collectively, as the "**Parties**."

RECITALS

Pursuant to California Health and Safety Code Section 1797.200, the Monterey County Board of Supervisors has designated the Health Department's Emergency Medical Services Agency ("**EMS Agency**") as the County's local EMS agency.

Pursuant to California Health and Safety Code Section 1797.202, Every local EMS agency shall have a full- or part-time licensed physician and surgeon as medical director, who has substantial experience in the practice of emergency medicine, as designated by the county or by the joint powers agreement, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system.

To ensure compliance with these requirements, the EMS Agency desires to contract the services of a well-qualified physician and surgeon to act as the Medical Director for the EMS Agency provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system.

AGREEMENT

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

ARTICLE I CONTRACTOR'S OBLIGATIONS

The EMS Agency hereby engages Contractor to perform, and Contractor hereby agrees to perform, the following services:

- 1.1 Function as the Medical Director of the Monterey County EMS Agency; performing the EMS Medical Director responsibilities identified in California Health and Safety Code, Section 1797 through 1799, and specifically California Health and Safety Code Sections 1797.202, 1798, and 1798.200.

EMS MEDICAL DIRECTOR SERVICES AGREEMENT

Term: 8/1/19-6/30/22

- 1.2 Provide technical medical expertise to and on behalf of the Monterey County EMS Agency and ensure that policies and procedures, treatment protocols, decisions, and activities of the EMS Agency are medically sound.
- 1.3 Attend and chair all meetings of the Monterey County Medical Advisory Subcommittee. Review and approve all minutes and agendas for such meetings. Whenever unable to attend meetings, arrange for an alternate to chair the meeting.
- 1.4 Represent the Monterey County EMS Agency at meetings as needed or requested.
- 1.5 Revise, monitor, and lead the EMS Agency's Quality Improvement (QI) program, to specifically include the following functions:
 - a. Based on evidence, data, research, and best practice, determine clinically-significant performance metrics and measurement methods for first responders, ambulance providers, hospitals, specialty centers and EMS communication centers.
 - b. Monitor the overall performance of all aspects of the local EMS system.
 - c. Assure regulated stakeholders achieve desired levels of clinical outcomes.
 - d. Report clinical outcomes to the EMS Director, Medical Advisory Committee, Emergency Medical Care Committee, and other approved committees.
 - e. Evaluate system changes.
 - f. Ensure that intended results are achieved.
- 1.6 Develop performance indicator reports in conjunction with EMS Agency staff.
- 1.7 Assist with the updating of the Monterey County Trauma Plan and Monterey County EMS Plan.
- 1.8 Monitor the efficacy of field treatment protocols and modify the protocols, as needed.
- 1.9 Develop and maintain positive professional relationships with representatives of all local EMS system stakeholders. Cultivate effective working relationships with local EMS system field personnel.

- 1.10 Modify, as needed, the system and protocol for controlled substances utilized by organizations that provide Advanced Life Support (ALS) services within Monterey County including:
 - a. Procedure for processing appropriate Drug Enforcement Agency forms.
 - b. Oversight procedures for the distribution and inventory tracking of controlled substances.
- 1.11 Assist the EMS Director in the resolution of conflicts within the EMS system, whenever technical medical expertise is required or appropriate in the resolution of such conflicts.
- 1.12 Assume primary responsibility for the development of all local EMS Agency medical policies and procedures. All such policies and protocols shall be reviewed and approved by the EMS Director prior to distribution. The EMS Director shall consult the Medical Director prior to institution of any changes to medical procedures or protocols.
- 1.13 Participate in disciplinary hearings involving medical issues or the performance of EMS personnel in matters directly affecting patient care; and take disciplinary action when needed.
- 1.14 Assist the EMS Director in assuring that all medical aspects of the EMS Agency's programs comply with Federal, State and local laws and regulations.
- 1.15 When requested, prepare reports and drafts of materials requiring technical medical expertise, and submit to the EMS Director.
- 1.16 Provide other services related to the EMS system requiring technical medical expertise upon request.
- 1.17 Maintain an on-site presence within EMS Agency offices during normal business hours, or other locations within Monterey County to be determined by the EMS Director, for an average minimum of six (6) hours per week. Be available during the balance of the business week by telephone, or through e-mail for an additional average of two (2) hours per week.

1.18 Respond within 24 hours from the time communication is initiated to telephone calls or e-mails marked as urgent or 48 hours for non-urgent communications except during an approved absence when an alternate medical director is assigned.

1.19 As needed, represent Monterey County EMS at State and local meetings including, but not limited to:

- a. Monterey County Board of Supervisors
- b. Monterey County Medical Advisory Committee
- c. Emergency Medical Care Committee
- d. Emergency Medical Director Association of California (EMDAC)
- e. State of California EMS Commission
- f. Community Meetings

1.20 Prevention of Conflict of Interest and Incompatible Offices

- a. Contractor shall not be employed, volunteer, contract or receive remuneration in any form from any air or ground ambulance provider, first responder, hospital or other organization regulated by the EMS Agency.
- b. Contractor shall notify the EMS Agency of all employment, contracts, and sources of remuneration before this contract is approved and before accepting any new employment, entering into any contract, and accepting any sources of remuneration.

1.21 Professional Qualifications

- a. Contractor shall maintain a current and valid California State Physician and Surgeon's Certificate authorized by the Board of Medical Examiners of the State of California.
- b. Maintain Board Certification in Emergency Medicine by the American Board of Emergency Medicine.

- 1.22 Continuing Medical Education. Contractor shall participate in continuing medical education ("**CME**") as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community, as required under the American College of Surgeons trauma center requirements and guidelines ("**ACS Requirements**") or as otherwise required by the medical profession.
- 1.23 Use of Space. Contractor shall use County's premises and space solely and exclusively for the provision of the services for which he/she is being contracted.
- 1.24 Notification of Certain Events. Contractor shall notify EMS Agency in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:
- a. Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the "**Federal Health Care Programs**") or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff.
 - b. the medical staff membership or clinical privileges of Contractor at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
 - c. Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;
 - d. Contractor voluntarily or involuntarily retires from the practice of medicine;
 - e. Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
 - f. Contractor is charged with or convicted of a criminal offense;
 - g. Contractor changes the location of Contractor's office;
 - h. any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or
 - i. Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state

equivalent

- 1.25 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.
- 1.26 Nondiscrimination. Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation, or on any other basis prohibited by applicable law.
- 1.27 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive.
- 1.28 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by EMS Agency or County pursuant to a contract with the state or federal government or private entity in which EMS Agency or County is the grantee, Contractor shall comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, EMS Agency shall deliver a copy of said contract to Contractor at no cost to Contractor.
- 1.29 Evaluation. The EMS Director shall evaluate Contractor's contract compliance on an annual basis.

ARTICLE II COMPENSATION AND PAYMENT

- 2.1 Compensation. The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum of Two Hundred Forty-Nine Thousand, One Hundred and Eighty-Three Dollars (\$249,183).
- 2.2 Payment Provisions.

EMS MEDICAL DIRECTOR SERVICES AGREEMENT

Term: 8/1/19-6/30/22

- a. During the period from August 1, 2019 through June 30, 2022, County shall pay Contractor **\$6,851** monthly.
- b. County shall reimburse the Contractor an amount not to exceed Five Hundred Dollars (**\$500**) annually for Emergency Medical Directors Association of California (EMDAC) dues.
- c. All contract related expenditures including travel shall be the sole responsibility of the Contractor, unless otherwise authorized by the EMS Director, except that the County shall reimburse Contractor actual travel, registration and lodging expenses, not to exceed One Thousand, Five Hundred (**\$1,500**) annually for attendance at the EMS Administrators' Association of California (EMSAAC)/Emergency Medical Directors' Association of California (EMDAC) Conference. Contractor shall adhere to County's Travel Policy.
- d. County shall reimburse the Contractor an amount not to exceed Five Thousand Seven Hundred Dollars (**\$5,700**) annually, for the purpose of securing and maintaining the necessary insurance coverage required under the terms of this Agreement. Such insurance shall cover only those medical and/or administrative services rendered by Contractor within the coarse and scope of his obligations under the terms and provisions of this agreement.
- e. To receive payment for services performed and reimbursable expenses incurred each month, Contractor shall submit an invoice to County in mutually agreeable format, by the tenth (10th) day of the following month. Contractor shall include, with the invoice, such information as may be required by the EMS Director to document the services performed and the expenses incurred. The EMS Director shall certify the amount of the claim, or such lesser amount, in conformity with the terms of this Agreement and any applicable County policies and procedures. If the EMS Director certifies a lesser amount, the EMS Director shall promptly notify Contractor in writing of the lesser amount certified and shall state the reason(s) for the certification of the lesser amount.
- f. EMS Agency 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 EMS Agency.
- h. EMS Agency 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.
- i. **DISALLOWED COSTS:** Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

2.3 Payment Conditions.

- a. 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 number of dollars to be spent under this Agreement.
- b. 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 EMS Agency and the Contractor.
- c. Invoice amounts shall be billed directly to the EMS Agency.
- d. Contractor shall submit such invoice periodically or at the completion of services, but in any event, no 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 EMS Agency shall certify the invoice, either in the requested amount or in such other amounts as the EMS Agency approves in conformity of 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.

ARTICLE III INSURANCE AND INDEMNITY

- 3.1. Evidence of Coverage. Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to EMS Agency office, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and EMS Agency has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.
- 3.2. Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County of Monterey's Contracts/Purchasing Director.

- 3.3. Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:
- a. Professional liability insurance, covering Contractor with coverage of not less than One-Million Dollars (\$1,000,000) per occurrence and Two-Million Dollars (\$2,000,000) in the aggregate, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance is written on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage ("Tail Coverage"), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.
 - b. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

■ Exemption/Modification (Justification attached as Exhibit B; subject to approval).
 - c. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

■ Exemption/Modification (Justification attached as Exhibit B; subject to approval).
 - d. Workers' Compensation Insurance. If Contractor employs others in the performance of this Agreement, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than One Million

Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

3.4. Other Insurance Requirements

- a. All insurance required by this Agreement shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor complete their performance of services under this Agreement.
- b. Each liability policy shall provide that EMS Agency shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor 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.
- c. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 JO 11-85 or CG 20 10 JO OJ in tandem with CG 20 37 JO OJ (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.
- d. Prior to the execution of this Agreement by EMS Agency, Contractor shall file certificates of insurance with EMS Agency, 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.

- e. 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 EMS Agency, annual certificates to EMS Agency Office. If the certificate is not received by the expiration date, EMS Agency shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles EMS Agency, at its sole discretion, to terminate the Agreement immediately.

3.5. Right to Offset Insurance Costs

- a. In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of EMS Agency, EMS Agency may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then EMS Agency shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as EMS Agency may have at law or in equity.
- b. EMS Agency's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6. Indemnification

- a. Indemnification by Contractor. Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Contractor's performance" includes Contractor's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the

County. Contractor shall reimburse County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor is obligated to indemnify, defend and hold harmless County under this Agreement.

- b. Indemnification by County. County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

- 3.7. Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and EMS Agency from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or EMS Agency based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.
- 3.8. Survival of Obligations. Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV RECORDS AND CONFIDENTIALITY

- 4.1. Confidentiality. Contractor 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 or other confidential information received from EMS Agency or prepared in connection with the performance of this Agreement, unless EMS Agency specifically permits Contractor to disclose such records or information. Contractor shall promptly transmit to EMS Agency 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.
- 4.2. County Records. When this Agreement expires, or terminates, Contractor shall send to EMS Agency any EMS Agency records which Contractor used or received from EMS Agency to perform

services under this Agreement.

- 4.3. **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.
- 4.4. **Access to and Audit of Records.** County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of Contractor and its subcontractors related to services provided under this Agreement. 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 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.
- 4.5. **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.

ARTICLE V. RELATIONSHIP BETWEEN THE PARTIES

- 5.1. **Independent Contractor**
- a. Contractor is and shall at all times be an independent contractor with respect to EMS Agency in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between EMS Agency and Contractor. Contractor shall not hold himself out as an officer, agent or employee of EMS Agency, and shall not incur any contractual or financial obligation on behalf of EMS Agency without EMS Agency's prior written consent.

- b. If the Internal Revenue Service ("**IRS**") or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice.
- 5.2. No Benefit Contributions. EMS Agency shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if EMS Agency determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse EMS Agency for any such expenditure within thirty (30) calendar days after being notified of such expenditure.
- 5.3. Form 1099 or W-2. If required to do so under applicable law, EMS Agency shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.
- 5.4. Contractor Compensation Arrangements. Contractor represents and warrants to EMS Agency that the compensation paid or to be paid by Contractor is and will at all times be fair market value for services provided.

ARTICLE VI TERM AND TERMINATION

- 6.1. Term. The term of this Agreement is from August 1, 2019 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 EMS Agency, with EMS Agency signing last, and Contractor may not commence work before EMS Agency signs this Agreement.
- 6.2. Termination by EMS Agency. EMS Agency shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

- a. Breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after EMS Agency gives written notice of the breach to Contractor.
 - b. Neglect of professional duty by Contractor in a manner that poses an imminent danger to the health or safety of any individual, or violates EMS Agency policies, rules or regulations;
 - c. Breach by Contractor of any HIPAA Obligation (as defined in **Exhibit A**);
 - d. Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;
 - e. The insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;
 - f. Contractor is rendered unable to comply with the terms of this Agreement for any reason; or
- 6.3. Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by EMS Agency where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to EMS Agency.
- 6.4. Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective ninety (90) calendar days after written notice of termination is given to the other Party.
- 6.5. Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to EMS Agency all of EMS Agency's property, including equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.
- 6.6. 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 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.

6.7. Effect of Termination or Expiration

- a. All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; or (ii) those rights and obligations which expressly survive termination or expiration of this Agreement.
- b. Upon EMS Agency's request, Contractor shall immediately vacate the premises, removing any and all of Contractor's personal property, and EMS Agency may remove and store, at Contractor's expense, any personal property that either Contractor has not so removed;
- c. Contractor shall immediately return to EMS Agency all of EMS Agency's property, including equipment, supplies, furniture, furnishings and patient records, in Contractor's possession or under Contractor's control;
- d. Contractor shall not do anything or cause any other person to do anything that interferes with EMS Agency's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between EMS Agency and any other person or entity who may be engaged to provide the Services to EMS Agency.
- e. This Section 6.7 shall survive the expiration or termination for any reason of this Agreement.

**ARTICLE VII
NOTICES**

- 7.1. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

For "EMS Agency"
EMS Bureau Chief
Monterey County EMS Agency
1441 Schilling Place, South Building

Salinas, CA 93901

For "Contractor"

Dr. John Beuerle, M.D., M.S.
209 Forrester Road
Los Gatos, CA 95032

ARTICLE VIII GENERAL PROVISIONS

- 8.1. Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 8.2. Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 8.3. Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.
- 8.4. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by EMS Agency and Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 8.5. 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.
- 8.6. Disputes. Contractor shall continue to perform under this Agreement during any dispute.
- 8.7. Assignment and Subcontracting. Contractor shall not assign, sell, or otherwise transfer its interest or obligation in this Agreement without the prior written consent of EMS Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of EMS Agency. Notwithstanding any such subcontract, Contractor shall continue to be liable for the performance of all requirements of this Agreement.

EMS MEDICAL DIRECTOR SERVICES AGREEMENT

Term: 8/1/19-6/30/22

- 8.8. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of EMS Agency under this Agreement, to the extent assignable or delegable, shall be binding upon an inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 8.9. Compliance of Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 8.10. Headings. The headings are for convenience only and shall be given no effect in the construction or interpretation of the terms of this Agreement.
- 8.11. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 8.12. Governing Law. This agreement shall be governed by and interpreted under the laws of the State of California.
- 8.13. Construction of Agreement. EMS Agency 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.
- 8.14. Compliance with HIPAA. Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "**HIPAA**," the obligations collectively referred to herein as "**HIPAA Obligations**"), as set forth in Exhibit A. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.
- 8.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 8.16. Authority. Any individual executing this Agreement on behalf of County or 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.
- 8.17. Integration. This Agreement, including the exhibits, represent the entire Agreement between EMS Agency and Contractor with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between County and Contractor as of the effective date of this Agreement, which the date the County signs the Agreement.
- 8.18. 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.

- 8.19. Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.
- 8.20. No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform County of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.
- 8.21. No Third-Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.
- 8.22. Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.
- 8.23. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this

Agreement.

- 8.24. Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

[signature page follows]

EMS MEDICAL DIRECTOR SERVICES AGREEMENT
Term: 8/1/19-6/30/22

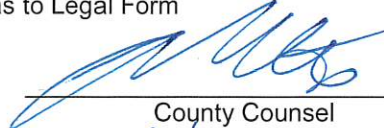
COUNTY OF MONTEREY

By: 
Michael Petrie, EMSA Director


Date: 7/29/19

By: 
Department Head (if applicable)

Date: 7/29/19

Approved as to Legal Form
By: 
County Counsel

Date: 7/9/19

Approved as to Fiscal Provisions
By: 
Auditor/Controller


Date: 7-9-19

CONTRACTOR

Dr. John Beuerle, M.D., M.S

Name

By:


John Beuerle, MD
Ems medical Director
Name and Title

Date:

By:

Name and Title

Date:

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective August 1, 2019 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and John Beuerle, M.D., M.S. ("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 ("E PHI"), 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:

Dr. John Beuerle, M.D., M.S.

Attn: Dr. John Beuerle

Tel: 509-251-9197

Fax: N/A

If to Covered Entity, to:

Monterey County

Emergency Medical Services Agency

Attn: Michael Petrie

Tel: 831-755-5013

Fax: 831-755-8040

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT**

[BUSINESS ASSOCIATE]

Dr. John Beuerle, M.D., M.S.

By: 

Print Name: Elsa M. Gomez

Print Title: Director of Health

Date: 07/29/19

By: 

Print Name: Dr. John Beuerle, M.D., M.S.

Print Title: EMS medical Director

Date: July 8, 2019

EXHIBIT B

INSURANCE EXEMPTION

1. Commercial General Liability Insurance

Past practice of the Department has been not to require Commercial General Liability insurance as the Medical Director provides consulting services only. He does not provide any medical services to any member of the County or the public.

2. Business Automobile Liability Insurance

The Department is requesting a modification to the County requirement for Business Automobile Insurance as the insurance company will not issue a certificate naming the County as additional insured. In addition, Dr. Beuerle's has a \$250,000/\$500,000 limit with a \$1,000,000 Personal Liability Umbrella Policy. The Department feels that a modification is appropriate as Dr. Beuerle will be on County property a limited amount of time.

3. Workers Compensation Insurance

This insurance is not required as Dr. Beuerle does not employ anyone in this position. In the unlikely event that he should hire someone while acting in his capacity as Medical Director, the EMS Agency would require Workers Compensation Insurance to be provided.

**AMENDMENT #1 TO EMS MEDICAL DIRECTOR
SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY
AND
JOHN BEUERLE, M.D., M.S.**

THIS AMENDMENT No 1 is made to the EMS MEDICAL DIRECTOR SERVICES AGREEMENT for the provision of Medical Director Services to the Emergency Medical Services Agency hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, on or about July 29, 2019, County and CONTRACTOR entered into an EMS MEDICAL DIRECTOR SERVICES AGREEMENT (AGREEMENT) for the provision of Medical Director Services to the Emergency Medical Services Agency from August 1, 2019 through June 30, 2022;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to amend the scope of work and to increase the amount payable to CONTRACTOR for services under the AGREEMENT;

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 1.17 shall be amended by removing "Maintain an on-site presence within EMS Agency offices during normal business hours, or other locations within Monterey County to be determined by the EMS Director, for an average minimum of six (6) hours per week. Be available during the balance of the business week by telephone, or through e-mail for an additional average of two (2) hours per week" and replacing it with "Maintain an on-site presence within EMS Agency offices during normal business hours, or other locations within Monterey County to be determined by the EMS Director. During two weeks of each month, CONTRACTOR shall maintain an onsite presence for an average minimum of six (6) hours per week and available during the balance of the business week by telephone, or through e-mail for an additional average of two (2) hours per week." During the remaining two weeks of each month, CONTRACTOR shall maintain an onsite presence for an average minimum of twelve (12) hours per week and available during the balance of the business week by telephone, or through e-mail for an additional average of four (4) hours per week;
2. Section 2.1 Compensation shall be amended by removing The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum of Two Hundred Forty-Nine Thousand, One Hundred and Eighty-Three Dollars (\$249,183)" and replacing it with The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum \$317,693.00.
3. Section 2.2 Payment Provisions (a) shall be amended by replacing "During the period from August 1, 2019 through June 30, 2022, County shall pay Contractor \$6,851 monthly" and replacing it with

- During the period from August 1, 2019 to February 28, 2021, County shall pay Contractor \$6,851 monthly.
 - During the period from March 1, 2021 to June 30, 2022, County shall pay Contractor \$10,276.5 monthly.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 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 dated July 29, 2019.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY**CONTRACTOR**

By:

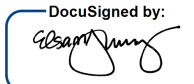
EMS Director

Date:

John Beuerle, M.D., M.S.

Name

By:

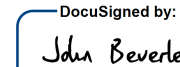
DocuSigned by:


Department Head

Date:

3/31/2021 | 11:24 AM PDT

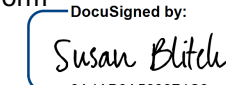
By:

DocuSigned by:


(Chair, President, or Vice-President)

Approved as to Legal Form

By:

DocuSigned by:


County Counsel

Date:

3/8/2021 | 11:07 AM PST

John Beuerle, M.D.

Name and Title

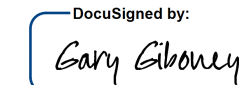
Date:

3/2/2021 | 6:38 PM PST

Approved as to Fiscal Provisions

By:

By:

DocuSigned by:


Auditor/Controller

Date:

3/8/2021 | 12:24 PM PST

(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Name and Title

Date:

DocuSigned by:

 ma

3/8/2021 | 12:20 PM PST

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



Monterey County

Item No.26

Board Report

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

Legistar File Number: RES 22-167

September 13, 2022

Introduced: 8/23/2022

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II (CSAII), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse II (PHN II) positions, resulting in estimated increased cost of \$669,112 for FY 2022-23, financed by Mental Health Services Act (MHSA) Prevention and Early Intervention funds; and
- b. Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors Adopt a Resolution to:

- a. Amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II (CSAII), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse II (PHN II) positions, resulting in estimated increased costs of \$669,112 for FY 2022-23, financed by Mental Health Services Act (MHSA) Prevention and Early Intervention funds; and
- b. Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003.

SUMMARY/DISCUSSION:

The Health Department seeks the Board of Supervisors' support to amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II (CSAII), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse II (PHN II) positions to expand the Public Health Bureau's Maternal, Child, and Adolescent Health (MCAH) Program's case management services to at-risk families in Monterey County. The goal of the expansion is to support more women experiencing perinatal mood and anxiety disorders (PMAD). The MCAH program currently has an average waitlist of over 50 women and their families.

The Health Department's Public Health Bureau (PHB) is requesting to add 1.0 FTE CSA II and 1.0 FTE OA III to assist the PHN case managers with outreach, retention, and language interpretation; assist clients with completing supportive services applications; facilitate referrals from the medical community; and complete documentation required for utilization of MHSA grant funding. In addition, the PHB is requesting to add 3.0 FTE PHN II positions to develop an individualized care plan based on each client's needs. PHN IIs will help the client with maternal health and child health education and

perform screenings on mental health, intimate partner violence, and child development. PHN IIs will also support health recommendations from health care providers, assist with care coordination, and facilitate referral and linkage to other health and community resources.

OTHER AGENCY INVOLVEMENT:

The Human Resources Department has reviewed and approved the requested positions. This item was also presented and approved by the Monterey County Board of Supervisor's Budget Committee at its July 27, 2022, meeting. The Health Department's Public Health Bureau is partnering with the Behavioral Health Bureau to provide these services.

FINANCING:

The costs of the new position allocations are estimated at \$669,112 for FY 2022-23 and will be funded 100% with Mental Health Mental Health Services Act (MHSA) Prevention and Early Intervention funds. There are sufficient appropriations included in the FY 2022-23 Health Department's (HEA003-8124) FY 2022-23 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: Kristy Michie, Assistant Bureau Chief, 755-4503

Approved by:

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

Attachments:

Resolution

Attachment A



Monterey County

Item No.19

Board Report

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

Legistar File Number: RES 22-167

September 13, 2022

Introduced: 8/23/2022

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:

- a. Amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II (CSAII), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse II (PHN II) positions, resulting in estimated increased cost of \$669,112 for FY 2022-23, financed by Mental Health Services Act (MHSA) Prevention and Early Intervention funds; and
- b. Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors Adopt a Resolution to:

- a. Amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II (CSAII), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse II (PHN II) positions, resulting in estimated increased costs of \$669,112 for FY 2022-23, financed by Mental Health Services Act (MHSA) Prevention and Early Intervention funds; and
- b. Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003.

SUMMARY/DISCUSSION:

The Health Department seeks the Board of Supervisors' support to amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II (CSAII), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse II (PHN II) positions to expand the Public Health Bureau's Maternal, Child, and Adolescent Health (MCAH) Program's case management services to at-risk families in Monterey County. The goal of the expansion is to support more women experiencing perinatal mood and anxiety disorders (PMAD). The MCAH program currently has an average waitlist of over 50 women and their families.

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Legistar File Number: RES 22-167

perform screenings on mental health, intimate partner violence, and child development. PHN IIs will also support health recommendations from health care providers, assist with care coordination, and facilitate referral and linkage to other health and community resources.

OTHER AGENCY INVOLVEMENT:

The Human Resources Department has reviewed and approved the requested positions. This item was also presented and approved by the Monterey County Board of Supervisor's Budget Committee at its July 27, 2022, meeting. The Health Department's Public Health Bureau is partnering with the Behavioral Health Bureau to provide these services.

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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:

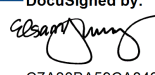
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐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: Kristy Michie, Assistant Bureau Chief, 755-4503

Approved by:

DocuSigned by:

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Date: 9/7/2022 | 9:28 AM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Legistar File Number: RES 22-167

Attachments:

Resolution

Attachment A

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

Resolution No.:)
)
Adopt a Resolution to:)
a. Amend the Fiscal Year (FY) 2022-23 Health Department)
Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE)
Community Service Aide II (CSAII), 1.0 FTE Office Assistant)
III (OAIII), and 3.0 FTE Public Health Nurse II (PHN II))
positions resulting in estimated increased cost of \$669,112 for FY)
2022-23, financed by Mental Health Services Act (MHSA))
Prevention and Early Intervention funds, (4/5ths vote required);)
and)
b. Direct the Auditor-Controller and County Administrative)
Office to incorporate the position changes in the FY 2022-23)
Health Department Adopted Budget 001-4000-8124-HEA003.)

WHEREAS, the Health Department requested to amend the Fiscal Year 2022-23 Adopted Budget to add 1.0 FTE Community Service Aide II (CSA II), 1.0 FTE Office Assistant III (OA III), and 3.0 FTE Public Health Nurse II (PHN) positions in Health Department Public Health Bureau; and

WHEREAS, the request to add these classifications is consistent with the support of the Board of Supervisor's Budget Committee; and

WHEREAS, the addition of these positions will provide the appropriate classifications and level of staffing in the Health Department Public Health Bureau to accomplish operational goals and objectives.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

- a) Amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II(CSAII), 1.0 FTE Office Assistant III (OAIII), and 3.0 FTE Public Health Nurse (PHN) II positions, resulting in estimated increased cost of \$669,112 for FY 2022-23, financed by Mental Health Services Act (MHSA) Prevention and Early Intervention funds, (4/5ths vote required); and
- b) Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003.

PASSED AND ADOPTED on this ____ day of _____, 2022, 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

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

Resolution No.:)
)
Adopt a Resolution to:)
a. Amend the Fiscal Year (FY) 2022-23 Health Department)
Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE)
Community Service Aide II (CSAII), 1.0 FTE Office Assistant)
III (OAI), and 3.0 FTE Public Health Nurse II (PHN II))
positions resulting in estimated increased cost of \$669,112 for FY)
2022-23, financed by Mental Health Services Act (MHSA))
Prevention and Early Intervention funds, (4/5ths vote required);)
and)
b. Direct the Auditor-Controller and County Administrative)
Office to incorporate the position changes in the FY 2022-23)
Health Department Adopted Budget 001-4000-8124-HEA003.

WHEREAS, the Health Department requested to amend the Fiscal Year 2022-23 Adopted Budget to add 1.0 FTE Community Service Aide II (CSA II), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse II (PHN) positions in Health Department Public Health Bureau; and

WHEREAS, the request to add these classifications is consistent with the support of the Board of Supervisor's Budget Committee; and

WHEREAS, the addition of these positions will provide the appropriate classifications and level of staffing in the Health Department Public Health Bureau to accomplish operational goals and objectives.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

- a) Amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II(CSAII), 1.0 FTE Office Assistant III (OAI), and 3.0 FTE Public Health Nurse (PHN) II positions, resulting in estimated increased cost of \$669,112 for FY 2022-23, financed by Mental Health Services Act (MHSA) Prevention and Early Intervention funds, (4/5ths vote required); and
- b) Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003.

PASSED AND ADOPTED on this ____ day of _____, 2022, 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"

Health Department – Public Health Bureau Budget Unit 001-4000-8124-HEA003

Title Code	Title Description	Position Number	Beginning FTE by Title	Increase/ Decrease	Revised Total by Title
60P21	Community Service Aide II	60P210027	26.00	1.00	27.00
80E22	Office Assistant III	80E220009	8.00	1.00	9.00
52E22	Public Health Nurse II	52E800002 52E800005 52E800010	12.00	3.00	15.00



Monterey County

Item No.27

Board Report

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

Legistar File Number: A 22-475

September 13, 2022

Introduced: 8/23/2022

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and Monterey Peninsula Veterinary Emergency and Specialty Care for the term retroactive to July 1, 2022 to July 31, 2024 for the provision of emergency veterinary services to injured or sick domestic animals brought in by Monterey County Animal Services Staff, City of Salinas Animal Services Staff, and/or Good Samaritans in the amount of \$30,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; 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 where the amendments do not significantly change the scope of work and do not exceed 10% (\$3,000) of the original Agreement amount.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and Monterey Peninsula Veterinary Emergency and Specialty Care for the term retroactive to July 1, 2022 to July 31, 2024 for the provision of emergency veterinary services to injured or sick domestic animals brought in by Monterey County Animal Services Staff, City of Salinas Animal Services Staff, and/or Good Samaritans in the amount of \$30,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; 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 where the amendments do not significantly change the scope of work and do not exceed 10% (\$3,000) of the original Agreement amount.

SUMMARY/DISCUSSION:

Monterey Peninsula Veterinary Emergency and Specialty Care provides emergency veterinary services to injured or sick domestic animals brought in by Monterey County Animal Services staff, City of Salinas Animal Services, Staff, and/or Good Samaritans. This Agreement allows for a continued relationship with a slight fee increase on the part of Monterey Peninsula Veterinary Emergency and Specialty Care, which is related to increased costs for them.

This agreement is late in being presented to the Board and is retroactive to July 1, 2022 due to Contractor staffing deficiencies which resulted in delays with submission of the county required

documents and prolonged contract negotiations.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. To empower the community to improve health; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health Services. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; and 4. Mobilize community partnerships and action to identify and solve health problems; and 6. Enforce laws and regulations that protect health and safety.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department's (HEA001-8442) Fiscal Year (FY) 2022-23 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Cindy Burnham, Animal Services Administrator, 796-8796

Approved by:

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

Attachment:
Agreement



Monterey County

Item No.

Board Report

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

Legistar File Number: A 22-475

September 13, 2022

Introduced: 8/23/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and Monterey Peninsula Veterinary Emergency and Specialty Care for the term retroactive to July 1, 2022 to July 31, 2024 for the provision of emergency veterinary services to injured or sick domestic animals brought in by Monterey County Animal Services Staff, City of Salinas Animal Services Staff, and/or Good Samaritans in the amount of \$30,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; 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 where the amendments do not significantly change the scope of work and do not exceed 10% (\$3,000) of the original Agreement amount.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and Monterey Peninsula Veterinary Emergency and Specialty Care for the term retroactive to July 1, 2022 to July 31, 2024 for the provision of emergency veterinary services to injured or sick domestic animals brought in by Monterey County Animal Services Staff, City of Salinas Animal Services Staff, and/or Good Samaritans in the amount of \$30,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; 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 where the amendments do not significantly change the scope of work and do not exceed 10% (\$3,000) of the original Agreement amount.

SUMMARY/DISCUSSION:

Monterey Peninsula Veterinary Emergency and Specialty Care provides emergency veterinary services to injured or sick domestic animals brought in by Monterey County Animal Services staff, City of Salinas Animal Services, Staff, and/or Good Samaritans. This Agreement allows for a continued relationship with a slight fee increase on the part of Monterey Peninsula Veterinary Emergency and Specialty Care, which is related to increased costs for them.

This agreement is late in being presented to the Board and is retroactive to July 1, 2022 due to Contractor staffing deficiencies which resulted in delays with submission of the county required documents and prolonged contract negotiations.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. To empower the community to improve health; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health Services. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; and 4. Mobilize community partnerships and action to identify and solve health problems; and 6. Enforce laws and regulations that protect health and safety.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department's (HEA001-8442) Fiscal Year (FY) 2022-23 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Cindy Burnham, Animal Services Administrator, 796-8796

Approved by:
DocuSigned by:



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Elsa Mendoza Jimenez, Director of Health, 755-4526

Date: 8/26/2022 | 1:51 PM PDT

Legistar File Number: A 22-475

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 Peninsula Veterinary Emergency & Specialty Center

(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: Veterinary services at CONTRACTOR's clinic to injured or sick domestic animals brought in by County Animal Control staff, City of Salinas Animal Services staff, or Good Samaritans.

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: **\$30,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2022 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 ~~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

DS
8/19/2022 | 12:12 PM PDT
Contractor

County

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:

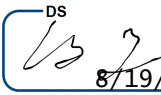
- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, 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.~~

DS
8/19/2022 7:12 PM PDT
Contractor

County

DS

 8/19/2022 12:12 PM PDT
 Contractor

County

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.

DS
8/19/2022 | 12:12 PM
Contractor

☒ **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:

FOR COUNTY:	FOR CONTRACTOR:
Cynthia Burnham, Animal Services Administrator	Katja Herrmann, Founder
Name and Title	Name and Title
160 Hitchcock Rd. Salinas, Ca. 93908	20 Lower Ragsdale Drive Monterey, Ca. 93940
Address	Address
831.769.8796	831.373.7374
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:



stacy saetta

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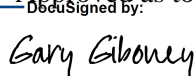
County Counsel

Date: 8/22/2022 | 3:41 PM PDT

Chief Deputy County Counsel

By:

DocuSigned by:



Gary Giboney

D3834BFEC1D8449A

Auditor/Controller

Date: 8/22/2022 | 3:58 PM PDT

Chief Deputy Auditor Controller

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

CONTRACTOR

Monterey Peninsula Veterinary Emergency & Specialty Care

Contractor/Business Name *

By:



(Signature of Chair, President, or Vice-President)

Katja Herrmann

Dvm

Name and Title

Date: 8/19/2022 | 12:12 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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

Monterey Peninsula Veterinary
Emergency & Specialty Center
Term: 07/01/2022 - 06/30/2024
NTE: **399**10

ADDENDUM NO. 1**TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND MONTEREY PENINSULA VETERINARY EMERGENCY & SPECIALITY CENTER**

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 PENINSULA VETERINARY EMERGENCY & SPECIALITY CENTER** (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 16.16 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. Section 3.02 of the Agreement, shall be deleted and restated in its entirety to read as follows:

3.02 The County and CONTRACTOR 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.

2. Section 7.01 of the Agreement shall be deleted and restated in its entirety to read as follows:

7.01 During the term of this Agreement, either County or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

3. Section 7.02 of the Agreement shall be deleted and restated in its entirety to read as follows:

7.02 Either the County or CONTRACTOR may cancel and terminate this Agreement for good cause effective immediately upon written notice to the other party. "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.

Monterey Peninsula Veterinary
Emergency & Specialty Center
\$30,000
Term: 7/1/2022 – 6/30/2024
pg. 1

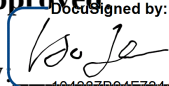
IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Monterey Peninsula Veterinary Emergency & Specialty Center

Approved:

DocuSigned by:

By:



104367B94F73440...

Katja Herrmann, Founder
Name and Title

Date: 8/19/2022 | 12:12 PM PDT

Approved:

By: _____

Name and Title

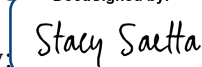
Date: _____

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:

By:



Stacy Saetta

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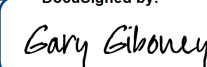
Deputy County Counsel

Date: 8/22/2022 | 3:41 PM PDT Chief Deputy County Counsel

Approved:

DocuSigned by:

By:



Gary Giboney

D3834BFEC1D8449...

Auditor/Controller

Date: 8/22/2022 | 3:58 PM PDT Chief Deputy Auditor Controller

Approved:

By: _____

Director of Health

Monterey Peninsula Veterinary
Emergency & Specialty Center
\$30,000
Term: 7/1/2022 – 6/30/2024
pg. 2

EXHIBIT A
To Agreement by and between
County of Monterey and
Monterey Peninsula Veterinary Emergency and Specialty Care

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:

Emergency veterinary services to injured or sick domestic animals brought in by Monterey County or City of Salinas Animal Services staff or Good Samaritans.

Veterinary care will be to the level of stabilization of the animal and may include:

- Critical nursing care, fluids, pumps, pain management, minor surgery, splints, X-rays, wound care, and other triage related medical care.
- Humane euthanasia, as required, for animals that cannot be humanely housed at the Animal Services Center for average 5-day stray holding period.
- CONTRACTOR is authorized to euthanize sick/injured underaged (under 8 weeks) kittens, puppies, and other domestic animals without contacting COUNTY.
- If contractor decides to not euthanize an underaged animal and provide treatment and adoption , the COUNTY will not be responsible for that cost of that treatment.

Services are to be provided on an emergency basis for injured stray animals on the date admitted and up to 96 hours total. Animals requiring overnight or multiple overnight stays will be held only until the animal is stable enough to be delivered to the Animal Services Center on Hitchcock Road.

COUNTY acknowledges that at times, CONTRACTOR, may delay a veterinary examination upon accepting an injured animal if it is determined by CONTRACTOR staff that the animal appears stable and can reasonably wait for the delayed examination.

When domestic animals are brought to the CONTRACTOR by “Good Samaritans,” (people who do not own the stray animal but have delivered it for care and medical treatment), CONTRACTOR shall obtain the following information:

1. Where the animal was found
2. How the animal was injured
3. Whether the animal has any identification
4. Whether the owner is known

CONTRACTOR shall notify Animal Services immediately upon receipt or as soon as able of the animal and provide all information obtained. Animal Services staff shall determine if the animal came from the County or City's jurisdiction prior to authorizing treatment. During evenings, holidays and weekends, CONTRACTOR shall contact the Animal Services staff on call, to receive authorization for treatment.

CONTRACTOR will contact Animal Services staff as soon as possible for pickup of the animal once it is in stable condition. Current contact information will be provided by Animal Services. Failure of CONTRACTOR to contact COUNTY in a timely manner for pick up will not account for additional fees applied to COUNTY invoice.

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

- Medical diagnosis and treatment records to be provided upon time animal is released to the care of Animal Services or transferred to another facility. Animal Services staff will be provided these records at the time of pick up.

All written reports required under this Agreement shall be delivered to the Animal Services Director in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$30,000** 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:

COUNTY shall pay an amount of \$500 for the first day of treatment and \$150 per day for two consecutive days after, not to exceed \$800 for initial 96 hours of treatment without written authorization from Animal Services Director or designee. Any treatment that varies from these limits requires prior authorization from the Animal Services Director or designee. Any additional medical treatment after the initial 96 hours must be approved by the Animal Services Director or their designee which will include a proposal of care with a "not to exceed" fee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

- \$500, First day of treatment
- \$150, Second day of treatment
- \$150, Third day of treatment

Monterey Peninsula Veterinary Emergency and Specialty Center
Term: 07/01/2022 – 06/30/2024
NTE: \$30,000
pg. 2

- Not to exceed \$800 without authorization from Animal Services Director or designee.

In addition, COUNTY shall pay CONTRACTOR cost plus 10% for purchase of drugs and medical supplies.

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.

CONTRACTOR shall invoice the County monthly with an itemized invoice by the 15th of each month following the month in which the services are provided. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid.

CONTRACTOR shall submit invoices to:

Invoices should be mailed to: Monterey County Health Department
Attn: Accounts Payable/Environmental Health
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: 296-FinanceAS@co.monterey.ca.us

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



Monterey County

Item No.28

Board Report

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

Legistar File Number: A 22-476

September 13, 2022

Introduced: 8/24/2022

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15506 between the County of Monterey and Partners for Peace, retroactive to July 1, 2022 for the provision of Prevention and Early Intervention services for parents, families and youths which adds \$92,000 in FY 2022-23, adds \$212,000 in FY 2023-24 and \$212,000 in FY 2024-25, for a new total Agreement amount not to exceed \$887,998, for the full term of July 1, 2021 through June 30, 2025.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15506 between the County of Monterey and Partners for Peace, retroactive to July 1, 2022 for the provision of Prevention and Early Intervention services for parents, families and youths which adds \$92,000 in FY 2022-23, adds \$212,000 in FY 2023-24 and \$212,000 in FY 2024-25, for a new total Agreement amount not to exceed \$887,998, for the full term of July 1, 2021 through June 30, 2025.

SUMMARY/DISCUSSION:

As part of the Monterey County Health Department, Behavioral Health Bureau's Access and Mental Health Services Act (MHSA) outreach, engagement and mental health programs, the County currently has Agreement A-15506 with Partners for Peace (P4P) to meet goals and objectives outlined in the County's MHSA Plan. Since MHSA revenues are higher than budgeted and this agency has the capacity to increase services delivered to the community, this amendment adds a total of \$516,000 and is retroactive to July 1, 2022, due to contract negotiations regarding services to be increased.

P4P has been building strong families for a peaceful community for 25 years and provides a continuum of prevention to intervention services for parents, families, and youth. Using an evidence-based/informed family skills training program and parenting training for high-risk (adjudicated, court referred, expelled) youth and their parents, P4P seeks to improve social competencies, parenting skills and the parent-child relationship. P4P proposal consists of: Program 1-Culturally Relevant Parenting Classes which provides three (3) Family Education Programs: 1) Strengthening Families Program for Parents and Caregivers and youth ages 10-16; 2) Loving Solutions a prevention model for parents of youth 5 to 10 years of age. A curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD and;

3) Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. In FY 22-23, a Systems Navigator will be hired to perform the following duties: Outreach, meeting with family school liaisons, one-to-one makeup of missed classes to increase graduation rates and providing parents/caregivers with links to community wrap around services (mental health, food, shelter, clothing, drug and alcohol intervention, etc.). This proposed Amendment No. 2 provides funds to serve an additional number of children/youths, parents/caregivers/families by the end of FYs 2022-25.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Mental Health Services Act Prevention Early Intervention (MHSA PEI) (65%) and Mental Health Student Services Act (MHSSA) Grant (35%). The funds for Fiscal Year 2022-23 (\$251,416) have been included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Funds for Fiscal Year 2023-24 (\$251,416), will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2023-24 Requested Budget. Funds for Fiscal Year 2024-25 (\$251,416), will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2024-25 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: Jacqueline A. Goetz, Management Analyst II, 755-4932

Approved by:

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

Attachments:

Amendment No. 2

Amendment No. 1

Agreement #A-15506



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers

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

Legistar File Number: A 22-476

September 13, 2022

Introduced: 8/24/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15506 between the County of Monterey and Partners for Peace, retroactive to July 1, 2022 for the provision of Prevention and Early Intervention services for parents, families and youths which adds \$92,000 in FY 2022-23, adds \$212,000 in FY 2023-24 and \$212,000 in FY 2024-25, for a new total Agreement amount not to exceed \$887,998, for the full term of July 1, 2021 through June 30, 2025.

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destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. In FY 22-23, a Systems Navigator will be hired to perform the following duties: Outreach, meeting with family school liaisons, one-to-one makeup of missed classes to increase graduation rates and providing parents/caregivers with links to community wrap around services (mental health, food, shelter, clothing, drug and alcohol intervention, etc.). This proposed Amendment No. 2 provides funds to serve an additional number of children/youths, parents/caregivers/families by the end of FYs 2022-25.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Mental Health Services Act Prevention Early Intervention (MHSA PEI) (65%) and Mental Health Student Services Act (MHSSA) Grant (35%). The funds for Fiscal Year 2022-23 (\$251,416) have been included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Funds for Fiscal Year 2023-24 (\$251,416), will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2023-24 Requested Budget. Funds for Fiscal Year 2024-25 (\$251,416), will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2024-25 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:

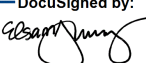
- Create a safe environment for people to achieve their potential, leading businesses and

Legistar File Number: A 22-476

communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Jacqueline A. Goetz, Management Analyst II, 755-4932

Approved by:

DocuSigned by:


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Date: 8/30/2022 | 11:46 AM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 2

Amendment No. 1

Agreement #A-15506

**AMENDMENT NO. 2
TO MENTAL HEALTH SERVICES AGREEMENT A-15506
BY AND BETWEEN
COUNTY OF MONTEREY AND
PARTNERS FOR PEACE**

This Amendment No. 2 to Agreement A-15506 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Partners for Peace, hereinafter referred to as CONTRACTOR.

WHEREAS, on September 3, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15506, Amendment No. 1 dated May 17, 2022; and

WHEREAS, the COUNTY and CONTRACTOR request to amend the Agreement as specified below:

1. Add funding and services to Program 1: Culturally Relevant Parenting Classes for FYs 2022-25.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT A-2 PROGRAM DESCRIPTION replaces EXHIBIT A-1. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-2 PAYMENT PROVISIONS replaces EXHIBIT B-1. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. EXHIBIT G-2 BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G-1. All references in the Agreement to EXHIBIT G-1 shall be construed to refer to EXHIBIT G-2.
4. EXHIBIT H-2 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H-1. All references in the Agreement to EXHIBIT H-1 shall be construed to refer to EXHIBIT H-2.
5. Except as provided herein, all remaining terms, conditions and provisions of this 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. This AMENDMENT NO. 2 shall be effective July 1, 2022.
7. This Amendment increases the contract amount by \$516,000 for a revised total agreement amount not to exceed \$887,998.
8. A copy of AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County on September 3, 2021.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Agreement A-15506 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: _____
DocuSigned by:
Stacy Saelha
C0ECE1B99F444A9...
County Counsel

Date: 8/16/2022 | 5:29 PM PDT

Approved as to Fiscal Provisions²

By: _____
DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Auditor/Controller

Date: 8/17/2022 | 8:11 AM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

PARTNERS FOR PEACE

Contractor's Business Name*
By: _____
DocuSigned by:
Vicki Law
D26C6FA5B6C840D...
(Signature of Chair, President, or Vice-president) *

Vicki Law, Executive Director

Name and Title

Date: 8/16/2022 | 4:19 PM PDT

By: _____
DocuSigned by:
Mike Nolan
015873C5E0744D8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Mike Nolan, Treasurer

Name and Title

Date: 8/16/2022 | 4:24 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.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-2: PROGRAM DESCRIPTION

PROGRAM 1: CULTURALLY RELEVANT PARENTING CLASSES

**Effective September 1, 2021 – June 30, 2025*

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902

Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905

Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888

Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

Partners For Peace (“P4P”) has been building strong families for a peaceful community for 25 years. P4P provides a continuum of prevention to intervention services for parents, families, and youth. Using an evidence-based/informed family skills training program and parenting training for high-risk (adjudicated, court referred, expelled) youth and their parents, P4P seeks to improve social competencies, parenting skills and the parent-child relationship. The classes deliver the message that we want families to teach their kids their family values. Parents tend to parent the way their parents parented them. Our parents did not have to deal with sexting, violent streaming video, bullying via social media, etc. Partners For Peace delivers three culturally relevant parenting classes that encourage parents/caregivers and youth to consistently pick up 21st century tools for 21st century youth behaviors. All family programs have their foundation in the five protective factors: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development and social and emotional competence of children.

Love is instinctual, skills are not. P4P’s programs have consistently reduced recidivism rates and increased school success. Research shows that protective parenting improves family relationships and decreases family conflict, contributing to lower levels of substance use. Parents want to protect their children, but it is challenging. Youth need skills to help them resist the peer pressure that leads to risky behaviors. The need to invest in parent education now is greater than ever to ensure both the quality and sustainability of programming and the safety and well-being of children and families.

B. Prevention Services to be Provided

1. Strengthening Families Program for Parents and Caregivers and youth ages 10-16 (“SFP”) consists of one (1) Orientation followed by a seven (7) 2-hour class series.
2. Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD.
3. Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class.

Number of Individuals to Be Served in Culturally Relevant Family Education Programs:

Fiscal Year 2021-2022: Parents/Caregivers and Youth (5-17 years of age) total of 640

Fiscal Year 2022-2023: Parents/Caregivers and Youth (5-17 years of age) total of 760

Fiscal Year 2023-2024: Parents/Caregivers and Youth (5-17 years of age) total of 760

Fiscal Year 2024-2025: Parents/Caregivers and Youth (5-17 years of age) total of 760

In FY 22/23, a Systems Navigator will be hired to perform the following duties:

Outreach, meeting with family school liaisons, one-to-one makeup of missed classes to increase graduation rates, and providing parents/caregivers with links to community wrap around services (mental health, food, shelter, clothing, drug, and alcohol intervention, etc. The families served by this position will have participated in or graduated from classes.

Number of Families Served:

Fiscal Year 2022-2023: 250

Fiscal Year 2023-2024: 300

Fiscal Year 2024-2025: 300

C. Program Goals & Activities

- (1) Goal: Increase access and involvement in psychosocial and emotional development programs that enable children/youth and parents/caregivers to interact with others in healthy and wholesome ways; promote meaningful parental and community involvement and enhance awareness/understanding of importance of socio-emotional development. Continue to serve families through a prevention/intervention family education continuum delivered via Zoom and in-person when it is safe to do so.

Activities: Identify Facilitators, dates and time, insurance needs, market classes through existing and new partners, delivery of classes, perform fidelity checks, evaluate the class data, provide on-going parent/caregiver support groups, and provide a visible community presence to educate community partners and the broader community about the importance of family education. Request for referrals to other services from parents/caregivers are processed to ensure that families receive the needed wrap-around services to support their healthy, thriving families.

- (2) Goal: On-going training for 30 Facilitators on the topics of effective Zoom presentations, delivery of classes online while maintaining course fidelity, mindfulness workshops and community resources.

Activities: Set-up, market, deliver and evaluate the Facilitator workshops. During intake process and classes, family needs are identified and referred to needed services.

- (3) Goal: Maintain a well-qualified staff to deliver and evaluate the parent education class series with fidelity.

Activities: Staff receive on-going training, feedback, and evaluation. The P4P Board of Directors annually evaluates the Strategic Plan and the work of the Executive Director.

Activities: Part-Time Systems Navigator: Recruitment and retention of parents/caregivers enrolled in family education classes.

D. Program Objectives

Building a multiple-program spectrum of services requires greater communication, coordination and connectivity with the community, the clients, and the staff (especially the facilitators). Measuring progress, producing media updates, ensuring integration of program fidelity, supporting each participant with the resources needed to achieve healthy behavior, enhancing the quality of facilitators is vital to program effectiveness.

Objective 1: Increase the number of families served in Monterey County by 20% (as compared to 2019 data), through the delivery of prevention/intervention family education programs that positively impact youth in Monterey County.

- Youth will report increased communication and bonding with their families.
- 100% of the parents/caregivers would recommend the classes to other families.
- 75% will report a decrease in negative youth behaviors.
- Using a scale of 1 = No Knowledge to 5= Good As It Can Be, parents will average “4” for “I feel confident in my efforts to help my child”; “I am consistent with the consequences”; “I acknowledge and praise my child’s effort”

Objective 2: Provide certificated training for ten (10) new Parent Project Facilitators to expand the footprint of the organization throughout Monterey County.

- Set up/recruit training class. Deliver training, provide coaching/training as co-Facilitator through one class series before assuming responsibilities of being solo-Facilitator.

Objective 3: Staff/Facilitator support: Provide staff salaries/stipends and on-going education to support staff/Facilitators in their work and retain a well-qualified staff for delivery of programs. Delivery of 30 class series in Year One (10 months) and 38 class series in Year Two (12 months). Classes will be advertised via print copy, community meetings, speaking engagements and through social media platforms.

- Well-qualified staff will provide ongoing enrichment opportunities and fidelity to 30 Facilitators. Two (2) Facilitators are currently Youth Mental Health First Aid Facilitators and will provide that opportunity to Facilitators in 2022.
- The class database to include attendance, registration and pre/post surveys will be well maintained and available for evaluation reports.
- 38 class series per year will be delivered throughout Monterey County both online and in-person to meet the geographical needs of the County.

E. Expected Outcomes:

Goal #1 Outcomes: Families will report increased communication, bonding, increased school success and a decrease in difficult or challenging behaviors.

Goal #2 Outcomes: Facilitators have the training they need to meet the needs of families during the pandemic and beyond. Wrap-around services for basic needs and family needs are continually shared with the families served.

Goal 3: Outcomes: P4P continues to provide staff and Facilitators that are well-qualified to deliver programs with fidelity.

F. Service Delivery Site(s) and Hours of Operation

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.
2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2) to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes).

The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

- A. Population/Catchment Area to Be Served: Families throughout Monterey County. Classes are delivered in English and Spanish. Adult parents/caregivers and their children ages 5-17 will receive services.
- B. Legal Status: Voluntary

V. MEETINGS/COMMUNICATIONS

CONTRACTOR will meet regularly with the designated Monterey County Behavioral Health (MCBH) Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651
RodenbushKM@co.monterey.ca.us

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PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK (ISF)

****Effective February 1, 2022 – June 30, 2025***

I. IDENTIFICATION OF PROVIDER

Partners For Peace
855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459
Incorporation status: 501(c) 3

II. PROGRAM GOAL

To provide parents/caregivers of a child presenting with challenging or destructive behaviors leading to academic and school discipline problems, with supports, interventions, and parenting strategies that directly address the mental health needs of the child.

III. PROGRAM NARRATIVE

In 2021 the COUNTY was awarded a 4-year Mental Health Student Services Act (MHSSA) grant through the Mental Health Services Oversight and Accountability Commission to provide mental health support services in Monterey County public schools. COUNTY allocated MHSSA grants funds to provide mental health support services within school by expanding parenting training and education to students and their parents/caregivers as part of the Interconnected Systems Framework (ISF) and Positive Behavior Interventions and Supports (PBIS). PBIS is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The ISF aims to build upon Positive Behavioral Interventions and Supports and school mental health and integrate both systems into one comprehensive model that can be implemented in a multi-tier framework. Multi-tiered systems of support align with the public health model of universal promotion and prevention, secondary early intervention, and tertiary treatment. When implemented with fidelity, the ISF increases collaboration, efficiency and communication between the education and mental health systems.

IV. SERVICE DESCRIPTION

1. CONTRACTOR shall provide the following parenting courses to students and/or parent/caregiver at the following participating school districts: Alisal Union, Gonzales Union, King City Union, Salinas City Elementary, Salinas Union, San Antonio Union, and Soledad Unified.

a. Parent Project Senior, Changing Destructive Adolescent Behavior Workshops

A 10-week course, 1 time per week, for parents/caregivers of youth 11-18 years of age only. The program demonstrates tools to positively change destructive youth behavior, substance abuse, gang adjacent activity, truancy, or violence.

b. Parent Project Junior, Loving Solutions Workshops (for elementary school sites only)

A 10-week course offered to parents of children with Attention Deficit Hyperactivity Disorder and/or difficult or challenging behaviors. Using activity-based instruction, support groups and curriculum, this course addresses behaviors such as poor school attendance and performance, truancy, media influences, bullying and violence. The curriculum teaches concrete prevention, identification, and intervention strategies for parents with children up to 11 years old. A total of 10-25 adults may be enrolled in the workshop.

2. CONTRACTOR shall facilitate parenting courses in both Spanish and English.
3. CONTRACTOR shall provide Parent Project and Loving Solutions facilitator training. CONTRACTOR shall identify staff to become a facilitator to increase capacity to provide more parenting classes.
4. CONTRACTOR shall secure space for parenting classes and provide instructional materials. Workshops and facilitator trainings will be delivered at the school site or community-based organization, either in-person or virtually at varying times, depending on each school district's need.
5. The number of parenting workshops and facilitator trainings funded through this contract will be based on each participating school district's needs. CONTRACTOR will report the number of parenting workshops and facilitator trainings administered at each school district/site.
6. CONTRACTOR shall administer pre and post surveys for workshop and facilitator
7. CONTRACTOR shall attend monthly ISF team meetings to coordinate needed parent courses identified by the ISF team for each participating school district.
8. CONTRACTOR shall regularly attend Triage Grant Sub-committee meetings to engage in planning and provide input and feedback on all activities for all grant-related activities.
9. CONTRACTOR shall conduct follow up services for parent workshop participants in need of additional behavioral health services and support with referral to the County Behavioral Health Access program or community-based organization.
10. CONTRACTOR shall support the ISF Implementation Plan and comply with all provisions of the Mental Health Student Services Grant Program.

V. PROGRAM ELIGIBILITY

Participation in workshops will be by referral from the district parent/community liaison, administrator, school personnel, and PBIS Tier 2/3 teams.

VI. MEETING COMMUNICATIONS

CONTRACTOR will meet regularly with the designated Monterey County Behavioral Health (MCBH) Deputy Director or designee to review contract implementation; contract usage; and to provide a program status including, but not limited to, grant reporting requirements, hiring, and any other relevant issues.

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission and COUNTY. Reports shall be in compliance with grant reporting requirements and standard funding restrictions set forth in the MHSSA grant. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor.

Additionally, quarterly reports shall include the following data:

- List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified.
- List of workshops and facilitator trainings provided per school district and indicated if facilitated in-person or virtually.
- Number of students and parents/caregivers participants and demographic data for each workshop or facilitator training.
- Referral source of each participant
- Outcomes data on quarterly on pre and post surveys.

VII. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651

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EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS**I. PAYMENT TYPES**

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & QUARTERLY PAYMENT SCHEDULE

Invoices requesting payment shall be prepared using Exhibit G: Behavioral Health Invoice Form.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **\$887,998** for FY 2021-22 through FY 2024-25.

Program Summary

Program	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Total Amount
Program 1: Culturally Relevant Parenting Classes	\$120,000	\$212,000	\$212,000	\$212,000	\$756,000
Program 2: Interconnected Systems Framework	\$13,750	\$39,416	\$39,416	\$39,416	\$131,998
Total	\$133,750	\$251,416	\$251,416	\$251,416	\$887,998

Program 1: Culturally Relevant Parenting Classes

Quarterly Payment Schedule & Maximum Amount Per Quarter					
Fiscal Year Period	Quarter 1 Invoice Amount	Quarter 2 Invoice Amount	Quarter 3 Invoice Amount	Quarter 4 Invoice Amount	FY Total Amount
September 1, 2021-June 30, 2022	\$10,000	\$36,667	\$36,667	\$36,666	\$120,000
July 1, 2022- June 30, 2023	\$53,000	\$53,000	\$53,000	\$53,000	\$212,000
July 1, 2023- June 30, 2024	\$53,000	\$53,000	\$53,000	\$53,000	\$212,000
July 1, 2024- June 30, 2025	\$53,000	\$53,000	\$53,000	\$53,000	\$212,000

Program 2: Interconnected Systems Framework (ISF)

Quarterly Payment Schedule & Maximum Amount Per Quarter					
Fiscal Year Period	Quarter 1 Invoice Amount	Quarter 2 Invoice Amount	Quarter 3 Invoice Amount	Quarter 4 Invoice Amount	FY Total Amount
February 1, 2022 - June 30, 2022	\$0	\$0	\$5,500	\$8,250	\$13,750
July 1, 2022 - June 30, 2023	\$9,854	\$9,854	\$9,854	\$9,854	\$39,416
July 1, 2023 - June 30, 2024	\$9,854	\$9,854	\$9,854	\$9,854	\$39,416
July 1, 2024 - June 30, 2025	\$9,854	\$9,854	\$9,854	\$9,854	\$39,416

III. PAYMENT CONDITIONS

- A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a quarterly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a quarterly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$887,998** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2021 - 2022	\$133,750
FY 2022 - 2023	\$251,416
FY 2023 - 2024	\$251,416
FY 2024 - 2025	\$251,416
TOTAL MAXIMUM LIABILITY	\$887,998

- 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.”

EXHIBIT G-2: Behavioral Health Invoice Form

		Invoice Number :			
Contractor :	Partners for Peace				
		County PO No.:			
Address Line 1	P.O. Box 2473				
Address Line 2	Salinas, CA 93902				
		Invoice Period :			
Tel. No.:	831.726.6479				
Fax No.:					
Contract Term:	July 1, 2022 - June 30, 2025		Final Invoice :	(Check if Yes) <input type="checkbox"/>	
BH Division :	Mental Health Services		BH Control Number		

Payment Provisions	Total Maximum Amount FY 2022-23	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #1- Culturally Relevant Parenting Classes Quarterly rate not to exceed amount listed in Exhibit B	\$ 212,000			\$ 212,000	100%
Program #2-Inter-Connected Systems Framework Quarterly rate not to exceed amount listed in Exhibit B	\$ 39,416				100%
TOTALS	\$ 251,416	\$ -	\$ -	\$ 251,416	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Title: _____

Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us
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Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

EXHIBIT H-2-Program 1- Culturally Relevant Parenting Classes

Partners For Peace				
BUDGET AND EXPENDITURE SUMMARY				
For Monterey County - Behavioral Health				
PROGRAM 1: Culturally Relevant Parenting Classes				
Address: PO Box 2473, Salinas, CA 93902				
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
A. PROGRAM REVENUES				
Requested Monterey County Funds	\$ 120,000.00	\$ 212,000.00	\$ 212,000.00	\$ 212,000.00
Other Program Revenues: MPF, CF, Harden, NBR, CalVIP	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$ 320,000.00	\$ 412,000.00	\$ 412,000.00	\$ 412,000.00
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.				
1 Program Expenditures				
2 Salaries and wages	\$ 105,000.00	\$ 137,280.00	\$ 145,203.00	\$ 145,203.00
3 Payroll taxes and benefits	\$ 9,576.00	\$ 12,047.00	\$ 12,830.00	\$ 12,830.00
4 Employee benefits	\$ 15,850.00	\$ 15,850.00	\$ 17,880.00	\$ 17,880.00
5 Workers Compensation	\$ 609.00	\$ 1,009.00	\$ 1,075.00	\$ 1,075.00
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7 Temporary Staffing (Independent Contractors/Facilitators)	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
8 Flexible Client Spending (please provide supporting				
9 Client Transportation Costs and staff mileage				
10 Employee Travel and Conference	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
11 Staff Training (New Facilitator Training)	\$ 7,350.00	\$ 27,500.00	\$ 14,500.00	\$ 14,500.00
12 Communication Costs	\$ 1,800.00	\$ 3,800.00	\$ 5,500.00	\$ 5,500.00
13 Utilities				
14 Cleaning and Janitorial				
15 Insurance and Indemnity	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
16 Maintenance and Repairs - Buildings				
17 Maintenance and Repairs - Equipment				
18 Printing and Publications	\$ 15,000.00	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00
19 Memberships, Subscriptions and Dues	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00
20 Office Supplies	\$ 8,600.00	\$ 9,750.00	\$ 9,750.00	\$ 9,750.00
21 Postage and Mailing	\$ 2,000.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00
22 Legal Services (when required for the administration of the County Programs)				
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ 12,865.00	\$ 12,865.00	\$ 13,363.00	\$ 13,363.00
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25 Rent and Leases - building and improvements				
26 Rent and Leases - equipment				
27 Taxes and assessments				
28 Interest in Bonds				
29 Interest in Other Long-term debts				
30 Other interest and finance charges				
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)				
32 Miscellaneous (please provide details)				
33 Total Program Expenditures	\$ 241,850.00	\$ 303,751.00	\$ 303,751.00	\$ 303,751.00
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.				
35 Salaries and wages (please include personnel and contract administration)	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
36 Payroll taxes	\$ 6,420.00	\$ 6,420.00	\$ 6,420.00	\$ 6,420.00
37 Employee benefits	\$ 11,510.00	\$ 11,510.00	\$ 11,510.00	\$ 11,510.00
38 Workers Compensation	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00
39 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
40 Transportation, Travel, Training and Conferences				
41 Data Processing				
42 Utilities				
43 Cleaning and Janitorial				
44 Insurance and Indemnity				
45 Maintenance and Repairs - Buildings				
46 Maintenance and Repairs - Equipment				
47 Memberships, Subscriptions and Dues				
48 Office Supplies				
49 Postage and Mailing				
50 Legal Services (when required for the administration of the County Programs)				
51 Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)				
52 Rent and Leases - building and improvements				
53 Rent and Leases - equipment				
54 Taxes and assessments				
55 Interest in Bonds				
56 Interest in Other Long-term debts				
57 Other interest and finance charges				
58 Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)				
59 Miscellaneous (please provide details)				
60 Total Administrative Expenditures	\$ 78,150.00	\$ 78,150.00	\$ 78,150.00	\$ 78,150.00
61 Depreciation Expense				
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.				
63 Total Allowable Program Expenditures	\$ 320,000.00	\$ 381,901.00	\$ 381,901.00	\$ 381,901.00

EXHIBIT H-2-Program 2- Interconnected Systems Framework

Partners For Peace				
BUDGET AND EXPENDITURE SUMMARY				
For Monterey County - Behavioral Health				
PROGRAM 2: Interconnected Systems Framework				
Address: PO Box 2473, Salinas, CA 93902				
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
A. PROGRAM REVENUES				
Requested Monterey County Funds	\$ 13,750.00	\$ 39,416.00	\$ 39,416.00	\$ 39,416.00
Other Program Revenues: MPF, CF, Harden, NBR, CalVIP	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$ 16,750.00	\$ 49,416.00	\$ 49,416.00	\$ 49,416.00
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.				
1 Program Expenditures				
2 Salaries and wages	\$ 3,748.00	\$ 11,245.00	\$ 11,245.00	\$ 11,245.00
3 Payroll taxes and benefits	\$ 282.00	\$ 847.00	\$ 847.00	\$ 847.00
4 Employee benefits	\$ 614.00	\$ 1,842.00	\$ 1,842.00	\$ 1,842.00
5 Workers Compensation	\$ 40.00	\$ 120.00	\$ 120.00	\$ 120.00
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7 Temporary Staffing (Independent Contractors/Facilitators)	\$ 4,000.00	\$ 14,300.00	\$ 14,300.00	\$ 14,300.00
8 Flexible Client Spending (please provide supporting Client Transportation Costs and staff mileage)				
10 Employee Travel and Conference				
11 Staff Training (New Facilitator Training)	\$ 5,000.00	\$ 8,092.00	\$ 8,092.00	\$ 8,092.00
12 Communication Costs	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
13 Utilities				
14 Cleaning and Janitorial				
15 Insurance and Indemnity				
16 Maintenance and Repairs - Buildings				
17 Maintenance and Repairs - Equipment				
18 Printing and Publications	\$ 1,566.00	\$ 6,020.00	\$ 6,020.00	\$ 6,020.00
19 Memberships, Subscriptions and Dues		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
20 Office Supplies		\$ 3,950.00	\$ 3,950.00	\$ 3,950.00
21 Postage and Mailing				
22 Legal Services (when required for the administration of the County Programs)				
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))				
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25 Rent and Leases - building and improvements				
26 Rent and Leases - equipment				
27 Taxes and assessments				
28 Interest in Bonds				
29 Interest in Other Long-term debts				
30 Other interest and finance charges				
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)				
32 Miscellaneous (please provide details)				
33 Total Program Expenditures	\$ 16,750.00	\$ 49,416.00	\$ 49,416.00	\$ 49,416.00
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.				
35 Salaries and wages (please include personnel and contract administration)				
36 Payroll taxes				
37 Employee benefits				
38 Workers Compensation				
39 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
40 Transportation, Travel, Training and Conferences				
41 Data Processing				
42 Utilities				
43 Cleaning and Janitorial				
44 Insurance and Indemnity				
45 Maintenance and Repairs - Buildings				
46 Maintenance and Repairs - Equipment				
47 Memberships, Subscriptions and Dues				
48 Office Supplies				
49 Postage and Mailing				
50 Legal Services (when required for the administration of the County Programs)				
51 Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)				
52 Rent and Leases - building and improvements				
53 Rent and Leases - equipment				
54 Taxes and assessments				
55 Interest in Bonds				
56 Interest in Other Long-term debts				
57 Other interest and finance charges				
58 Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)				
59 Miscellaneous (please provide details)				
60 Total Administrative Expenditures	\$ -	\$ -	\$ -	\$ -
61 Depreciation Expense				
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.				
63 Total Allowable Program Expenditures	\$ 16,750.00	\$ 49,416.00	\$ 49,416.00	\$ 49,416.00



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-15506; Amendment No. 1

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15506 with Partners for Peace to extend the term of the Agreement for two (2) additional fiscal years for a revised term of September 1, 2021 through June 30, 2025, and add \$131,998 of additional funds, for a revised total Agreement amount not to exceed \$371,998.

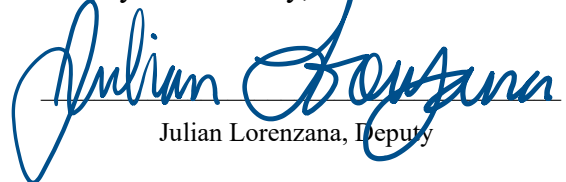
PASSED AND ADOPTED on this 10th day of May 2022, by roll call vote:

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 May 10, 2022.

Dated: May 12, 2022
File ID: A 22-190
Agenda Item No.: 29

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO MENTAL HEALTH SERVICES AGREEMENT A-15506
BY AND BETWEEN
COUNTY OF MONTEREY AND
PARTNERS FOR PEACE**

THIS AMENDMENT NO. 1 is made to MENTAL HEALTH SERVICES AGREEMENT A-15506 by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **PARTNERS FOR PEACE**, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-15506 in the amount of \$240,000 for the term September 1, 2021 to June 30, 2023 for the provision of culturally relevant parent classes to Monterey County families; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to add additional services included as Program 2, extend the term of the Agreement for a new term September 1, 2021 through June 30, 2025, for a revised total AGREEMENT amount not to exceed \$371,998.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

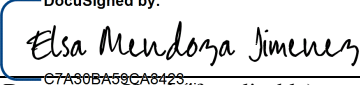
1. EXHIBIT A-1: PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS replaces EXHIBITS B. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. EXHIBIT G-1: BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G. All references in the AGREEMENT to EXHIBIT G shall be construed to refer to EXHIBIT G-1.
4. EXHIBIT H-1: BUDGET AND EXPENDITURE REPORT replaces EXHIBITS H. All references in the AGREEMENT to EXHIBIT H shall be construed to refer to EXHIBIT H-1.
5. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
6. This AMENDMENT NO. 1 shall be effective February 1, 2022.
7. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on September 3, 2021.

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: _____

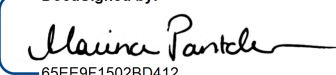
By: 
DocuSigned by:
67A30BA50CA8423...
Department Head (if applicable)

Date: 5/17/2022 | 10:17 AM PDT

By: _____
Board of Supervisors (if applicable)


Date: _____

Approved as to Form ¹

By: 
DocuSigned by:
65EE9F1502BD412...
County Counsel

Date: 4/18/2022 | 1:55 PM PDT

Approved as to Fiscal Provisions²

By: 
DocuSigned by:
811C333563B9474...
Auditor/Controller

Date: 4/20/2022 | 2:44 PM PDT

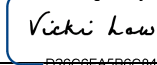
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

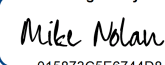
CONTRACTOR

PARTNERS FOR PEACE

Contractor's Business Name*
By: 
DocuSigned by:
B26C6FA506C640D...
(Signature of Chair, President, or Vice-president) *

Vicki Law Executive Director
Name and Title

Date: 3/24/2022 | 12:13 PM PDT

By: 
DocuSigned by:
015873C5F6744D8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Mike Nolan Treasurer
Name and Title

Date: 3/25/2022 | 11:23 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.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-1: PROGRAM DESCRIPTION

PROGRAM 1: CULTURALLY RELEVANT PARENTING CLASSES

**Effective September 1, 2021 – June 30, 2023*

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902

Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905

Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888

Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

Partners For Peace (“P4P”) has been building strong families for a peaceful community for 25 years. P4P provides a continuum of prevention to intervention services for parents, families, and youth. Using an evidence-based/informed family skills training program and parenting training for high-risk (adjudicated, court referred, expelled) youth and their parents, P4P seeks to improve social competencies, parenting skills and the parent-child relationship. The classes deliver the message that we want families to teach their kids their family values. Parents tend to parent the way their parents parented them. Our parents did not have to deal with sexting, violent streaming video, bullying via social media, etc. Partners For Peace delivers three culturally relevant parenting classes that encourage parents/caregivers and youth to consistently pick up 21st century tools for 21st century youth behaviors. All family programs have their foundation in the five protective factors: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development and social and emotional competence of children.

Love is instinctual, skills are not. P4P’s programs have consistently reduced recidivism rates and increased school success. The funds in this Agreement will support program and marketing materials, four full-time staff and stipends to our Independent Contractor Facilitators in the delivery of quarterly classes in English and Spanish.

P4P is woven into the strategic plan, developed by the Community Alliance for Safety and Peace and by STRYVE, the CDC grant to the Monterey County Health Department to reduce family violence through prevention strategies.

Partners for Peace

Amendment No. 1 to Mental Health Services Agreement A-15506

September 1, 2021 – June 30, 2025

B. Prevention Services to be Provided

(1) Strengthening Families Program for Parents and Caregivers and youth ages 10-16 (“SFP”) consists of one (1) Orientation followed by a seven (7) 2-hour class series. Research shows that protective parenting improves family relationships and decreases family conflict, contributing to lower levels of substance use; these skills and tools are delivered through SFP. Youth violence, disconnected families, gang violence and poor social-emotional child/family skills need to be addressed to decrease crime and a poor sense of safety in Monterey County. A research study conducted by the Partnerships in Prevention Science Institute found a return of \$9.60 for every dollar spent implementing the Strengthening Families Program.

(2) Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD. Loving Solutions is a best practice model for the prevention of juvenile delinquency. The class, for parents of the five to ten-year-old, increases protective factors identified by research to prevent youth violence: parent-family connectedness, parent-youth time together, structure and rules at home and ability of parent-youth to communicate and to discuss problems together. Parents want to protect their children, but it is challenging. Youth need skills to help them resist the peer pressure that leads to risky behaviors. The need to invest in parent education now is greater than ever to ensure both the quality and sustainability of programming and the safety and well-being of children and families. The curriculum was co-authored by Dr. Roger H. Morgan and has a strong underpinning of best practices for family/parent/youth mental health.

(3) Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. This course increases positive parent/caregiver communication and bonding and provides parents with an action plan to increase positive behaviors. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class. The curriculum was co-authored by Dr. Roger H. Morgan and has a strong underpinning of best practices for family, parent and youth mental health. The 10-week class series culminates in a parent led support group that meets after graduation to provide on-going emotional support as parents continue the process of change at home. Throughout the class series parents practice the group roles of Group Facilitator, Group Timekeeper, Group Reporter and Group Cheerleaders to lay the foundation for future parent-led support group meetings.

Number of Individuals to Be Served: Parents/Caregivers and Youth (5-17 years of age)
Year One: 640; Year Two: 760

C. Program Goals & Activities

- (1) Goal: Increase access and involvement in psychosocial and emotional development programs that enable children/youth and parents/caregivers to interact with others in healthy and wholesome ways; promote meaningful parental and community involvement and enhance awareness/understanding of importance of socio-emotional development. Continue to serve families through a prevention/intervention family education continuum delivered via Zoom and in-person when it is safe to do so.

Activities: Identify Facilitators, dates and time, insurance needs, market classes through existing and new partners, delivery of classes, perform fidelity checks, evaluate the class data, provide on-going parent/caregiver support groups, and provide a visible community presence to educate community partners and the broader community about the importance of family education. Request for referrals to other services from parents/caregivers are processed to ensure that families receive the needed wrap-around services to support their healthy, thriving families.

- (2) Goal: On-going training for 30 Facilitators on the topics of effective Zoom presentations, delivery of classes online while maintaining course fidelity, mindfulness workshops and community resources.

Activities: Set-up, market, deliver and evaluate the Facilitator workshops. During intake process and classes, family needs are identified and referred to needed services.

- (3) Goal: Maintain a well-qualified staff to deliver and evaluate the parent education class series with fidelity.

Activities: Staff receive on-going training, feedback, and evaluation. The P4P Board of Directors annually evaluates the Strategic Plan and the work of the Executive Director.

D. Program Objectives

Building a multiple-program spectrum of services requires greater communication, coordination and connectivity with the community, the clients, and the staff (especially the facilitators). Measuring progress, producing media updates, ensuring integration of program fidelity, supporting each participant with the resources needed to achieve healthy behavior, enhancing the quality of facilitators is vital to program effectiveness.

Objective 1: Increase the number of families served in Monterey County by 20% (as compared to 2019 data), through the delivery of prevention/intervention family education programs that positively impact youth in Monterey County.

- Youth will report increased communication and bonding with their families.
- 100% of the parents/caregivers would recommend the classes to other families.

- 75% will report a decrease in negative youth behaviors.
- Using a scale of 1 = No Knowledge to 5= Good As It Can Be, parents will average “4” for “I feel confident in my efforts to help my child”; “I am consistent with the consequences”; “I acknowledge and praise my child’s effort”

Objective 2: Provide certificated training for ten (10) new Parent Project Facilitators to expand the footprint of the organization throughout Monterey County.

- Set up/recruit training class. Deliver training, provide coaching/training as co-Facilitator through one class series before assuming responsibilities of being solo-Facilitator.

Objective 3: Staff/Facilitator support: Provide staff salaries/stipends and on-going education to support staff/Facilitators in their work and retain a well-qualified staff for delivery of programs. Delivery of 30 class series in Year One (10 months) and 38 class series in Year Two (12 months). Classes will be advertised via print copy, community meetings, speaking engagements and through social media platforms.

- Well-qualified staff will provide ongoing enrichment opportunities and fidelity to 30 Facilitators. Two (2) Facilitators are currently Youth Mental Health First Aid Facilitators and will provide that opportunity to Facilitators in 2022.
- The class database to include attendance, registration and pre/post surveys will be well maintained and available for evaluation reports.
- 38 class series per year will be delivered throughout Monterey County both online and in-person to meet the geographical needs of the County.

E. Expected Outcomes:

Goal #1 Outcomes: Families will report increased communication, bonding, increased school success and a decrease in difficult or challenging behaviors.

Goal #2 Outcomes: Facilitators have the training they need to meet the needs of families during the pandemic and beyond. Wrap-around services for basic needs and family needs are continually shared with the families served.

Goal 3: Outcomes: P4P continues to provide staff and Facilitators that are well-qualified to deliver programs with fidelity.

F. Service Delivery Site(s) and Hours of Operation

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.
2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2)

to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes). The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

- A. Population/Catchment Area to Be Served: Families throughout Monterey County. Classes are delivered in English and Spanish. Adult parents/caregivers and their children ages 5-17 will receive services.
- B. Legal Status: Voluntary

V. MEETINGS/COMMUNICATIONS

CONTRACTOR will meet regularly with the designated Monterey County Behavioral Health (MCBH) Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
 Behavioral Health Services Manager II
 Monterey County Health Department
 Behavioral Health Bureau
 1270 Natividad Rd. Salinas, CA 93906
 (831) 647-7651
RodenbushKM@co.monterey.ca.us

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PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK (ISF)

**Effective February 1, 2022 – June 30, 2025*

I. IDENTIFICATION OF PROVIDER

Partners For Peace
855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459
Incorporation status: 501(c) 3

II. PROGRAM GOAL

To provide parents/caregivers of a child presenting with challenging or destructive behaviors leading to academic and school discipline problems, with supports, interventions, and parenting strategies that directly address the mental health needs of the child.

III. PROGRAM NARRATIVE

In 2021 the COUNTY was awarded a 4-year Mental Health Student Services Act (MHSSA) grant through the Mental Health Services Oversight and Accountability Commission to provide mental health support services in Monterey County public schools. COUNTY allocated MHSSA grants funds to provide mental health support services within school by expanding parenting training and education to students and their parents/caregivers as part of the Interconnected Systems Framework (ISF) and Positive Behavior Interventions and Supports (PBIS). PBIS is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The ISF aims to build upon Positive Behavioral Interventions and Supports and school mental health and integrate both systems into one comprehensive model that can be implemented in a multi-tier framework. Multi-tiered systems of support align with the public health model of universal promotion and prevention, secondary early intervention, and tertiary treatment. When implemented with fidelity, the ISF increases collaboration, efficiency and communication between the education and mental health systems.

IV. SERVICE DESCRIPTION

1. CONTRACTOR shall provide the following parenting courses to students and/or parent/caregiver at the following participating school districts: Alisal Union, Gonzales Union, King City Union, Salinas City Elementary, Salinas Union, San Antonio Union, and Soledad Unified.

a. Parent Project Senior, Changing Destructive Adolescent Behavior Workshops

A 10-week course, 1 time per week, for parents/caregivers of youth 11-18 years of age only. The program demonstrates tools to positively change destructive youth behavior, substance abuse, gang adjacent activity, truancy, or violence.

b. Parent Project Junior, Loving Solutions Workshops (for elementary school sites only)

A 10-week course offered to parents of children with Attention Deficit Hyperactivity Disorder and/or difficult or challenging behaviors. Using activity-based instruction, support groups and curriculum, this course addresses behaviors such as poor school attendance and performance, truancy, media influences, bullying and violence. The curriculum teaches concrete prevention, identification, and intervention strategies for parents with children up to 11 years old. A total of 10-25 adults may be enrolled in the workshop.

2. CONTRACTOR shall facilitate parenting courses in both Spanish and English.
3. CONTRACTOR shall provide Parent Project and Loving Solutions facilitator training. CONTRACTOR shall identify staff to become a facilitator to increase capacity to provide more parenting classes.
4. CONTRACTOR shall secure space for parenting classes and provide instructional materials. Workshops and facilitator trainings will be delivered at the school site or community-based organization, either in-person or virtually at varying times, depending on each school district's need.
5. The number of parenting workshops and facilitator trainings funded through this contract will be based on each participating school district's needs. CONTRACTOR will report the number of parenting workshops and facilitator trainings administered at each school district/site.
6. CONTRACTOR shall administer pre and post surveys for workshop and facilitator
7. CONTRACTOR shall attend monthly ISF team meetings to coordinate needed parent courses identified by the ISF team for each participating school district.
8. CONTRACTOR shall regularly attend Triage Grant Sub-committee meetings to engage in planning and provide input and feedback on all activities for all grant-related activities.
9. CONTRACTOR shall conduct follow up services for parent workshop participants in need of additional behavioral health services and support with referral to the County Behavioral Health Access program or community-based organization.
10. CONTRACTOR shall support the ISF Implementation Plan and comply with all provisions of the Mental Health Student Services Grant Program.

V. PROGRAM ELIGIBILITY

Participation in workshops will be by referral from the district parent/community liaison, administrator, school personnel, and PBIS Tier 2/3 teams.

VI. MEETING COMMUNICATIONS

CONTRACTOR will meet regularly with the designated Monterey County Behavioral Health (MCBH) Deputy Director or designee to review contract implementation; contract usage; and to provide a program status including, but not limited to, grant reporting requirements, hiring, and any other relevant issues.

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission and COUNTY. Reports shall be in compliance with grant reporting requirements and standard funding restrictions set forth in the MHSSA grant. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor.

Additionally, quarterly reports shall include the following data:

- List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified.
- List of workshops and facilitator trainings provided per school district and indicated if facilitated in-person or virtually.
- Number of students and parents/caregivers participants and demographic data for each workshop or facilitator training.
- Referral source of each participant
- Outcomes data on quarterly on pre and post surveys.

VII. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS**I. PAYMENT TYPES**

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & QUARTERLY PAYMENT SCHEDULE

Invoices requesting payment shall be prepared using Exhibit G: Behavioral Health Invoice Form.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum **\$371,998** FY 2021-22 through FY 2024-25.

Program Summary

Program	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Total Amount
Program 1: Culturally Relevant Parenting Classes	\$120,000	\$120,000	\$0	\$0	\$240,000
Program 2: Interconnected Systems Framework	\$13,750	\$39,416	\$39,416	\$39,416	\$131,998
Total	\$133,750	\$159,416	\$39,416	\$39,416	\$371,998

Program 1: Culturally Relevant Parenting Classes

Quarterly Payment Schedule & Maximum Amount Per Quarter					
Fiscal Year Period	Quarter 1 Invoice Amount	Quarter 2 Invoice Amount	Quarter 3 Invoice Amount	Quarter 4 Invoice Amount	FY Total Amount
September 1, 2021 - June 30, 2022	\$10,000	\$36,667	\$36,667	\$36,666	\$120,000
July 1, 2022 - June 30, 2023	\$30,000	\$30,000	\$30,000	\$30,000	\$120,000

Program 2: Interconnected Systems Framework (ISF)

Quarterly Payment Schedule & Maximum Amount Per Quarter					
Fiscal Year Period	Quarter 1 Invoice Amount	Quarter 2 Invoice Amount	Quarter 3 Invoice Amount	Quarter 4 Invoice Amount	FY Total Amount
February 1, 2022 - June 30, 2022	\$0	\$0	\$5,500	\$8,250	\$13,750
July 1, 2022 - June 30, 2023	\$9,854	\$9,854	\$9,854	\$9,854	\$39,416
July 1, 2023 - June 30, 2024	\$9,854	\$9,854	\$9,854	\$9,854	\$39,416
July 1, 2024 - June 30, 2025	\$9,854	\$9,854	\$9,854	\$9,854	\$39,416

III. PAYMENT CONDITIONS

- A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a quarterly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a quarterly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$371,998** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2021 - 2022	\$133,750
FY 2022 - 2023	\$159,416
FY 2023 - 2024	\$39,416
FY 2024 - 2025	\$39,416
TOTAL MAXIMUM LIABILITY	\$371,998

- 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."

EXHIBIT G-1: Behavioral Health Invoice Form

Contractor :	Partners for Peace	Invoice Number :				
Address Line 1	P.O. Box 2473	County PO No.:				
Address Line 2	Salinas, CA 93902					
		Invoice Period :				
Tel. No.:	831-726-6479					
Fax No.:						
Contract Term:	September 1, 2021 - June 30, 2025	Final Invoice :	(Check if Yes)			
BH Division :	Mental Health Services					
		BH Control Number				
Payment Provisions		Total Maximum Amount FY ____ - ____	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program 1: Culturally Relevant Parenting Classes <i>Quarterly rate not to exceed amount listed in Exhibit B</i> <i>(Program 1 effective September 1, 2021 - June 30, 2023)</i>					\$ -	
Program 2: Inter-Connected Systems Framework <i>Quarterly rate not to exceed amount listed in Exhibit B</i> <i>(Program 2 effective February 1, 2022 - June 30, 2025)</i>					\$ -	
TOTALS		\$ -	\$ -	\$ -	\$ -	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Title: _____

Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

Partners for Peace
Amendment No. 1 to Mental Health Services Agreement A-15506
September 1, 2021 – June 30, 2025

EXHIBIT H

Partners For Peace
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

PROGRAM 1: Culturally Relevant Parenting Classes
Address: PO Box 2473, Salinas, CA 93902

		FY 2021-22	FY 2022-23
A. <u>PROGRAM REVENUES</u>			
Requested Monterey County Funds		\$ 120,000	\$ 120,000
Other Program Revenues:		\$ 200,000	\$ 200,000
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		\$ 320,000	\$ 320,000
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.			
1 Program Expenditures			
2	Salaries and wages	\$ 105,000	\$ 105,000
3	Payroll taxes	\$ 9,576	\$ 9,576
4	Employee benefits	\$ 15,850	\$ 15,850
5	Workers Compensation	\$ 609	\$ 609
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	\$ -	\$ -
7	Temporary Staffing (Independent Contractors/Facilitators)	\$ 50,000	\$ 50,000
8	Flexible Client Spending (please provide supporting documents)	\$ -	\$ -
9	Client Transportation Costs and staff mileage	\$ -	\$ -
10	Employee Travel and Conference	\$ 1,500	\$ 1,500
11	Staff Training (New Facilitator Training)	\$ 7,350	\$ 7,350
12	Communication Costs	\$ 1,800	\$ 1,800
13	Utilities	\$ -	\$ -
14	Cleaning and Janitorial	\$ -	\$ -
15	Insurance and Indemnity	\$ 4,000	\$ 4,000
16	Maintenance and Repairs - Buildings	\$ -	\$ -
17	Maintenance and Repairs - Equipment	\$ -	\$ -
18	Printing and Publications	\$ 15,000	\$ 15,000
19	Memberships, Subscriptions and Dues	\$ 7,700	\$ 7,700

EXHIBIT H

		FY 2021-22	FY 2022-23
20	Office Supplies	\$ 8,600	\$ 8,600
21	Postage and Mailing	\$ 2,000	\$ 2,000
22	Legal Services (when required for the administration of the County Programs)	\$ -	\$ -
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ 12,865	\$ 12,865
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$ -	\$ -
25	Rent and Leases - building and improvements	\$ -	\$ -
26	Rent and Leases - equipment	\$ -	\$ -
27	Taxes and assessments	\$ -	\$ -
28	Interest in Bonds	\$ -	\$ -
29	Interest in Other Long-term debts	\$ -	\$ -
30	Other interest and finance charges	\$ -	\$ -
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$ -	\$ -
32	Miscellaneous (please provide details)	\$ -	\$ -
33	Total Program Expenditures	\$ 241,850	\$ 241,850
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR			
35	Salaries and wages (please include personnel and contract administration)	60,000	60,000
36	Payroll taxes	6,420	6,420
37	Employee benefits	11,510	11,510
38	Workers Compensation	220	220
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		

EXHIBIT H

		FY 2021-22	FY 2022-23
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts		
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		
60	Total Administrative Expenditures	78,150	78,150
61 Depreciation Expense			
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
63 Total Allowable Program Expenditures		320,000	320,000

EXHIBIT H-1

Partners For Peace				
BUDGET AND EXPENDITURE SUMMARY				
For Monterey County - Behavioral Health				
PROGRAM 2: Interconnected Systems Framework				
Address: PO Box 2473, Salinas, CA 93902				
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
A. PROGRAM REVENUES				
Requested Monterey County Funds	\$ 13,750.00	\$ 39,416.00	\$ 39,416.00	\$ 39,416.00
Other Program Revenues: MPF, CF, Harden, NBR, CalVIP	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$ 16,750.00	\$ 49,416.00	\$ 49,416.00	\$ 49,416.00
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.				
1 Program Expenditures				
2 Salaries and wages	\$ 3,748.00	\$ 11,245.00	\$ 11,245.00	\$ 11,245.00
3 Payroll taxes and benefits	\$ 282.00	\$ 847.00	\$ 847.00	\$ 847.00
4 Employee benefits	\$ 614.00	\$ 1,842.00	\$ 1,842.00	\$ 1,842.00
5 Workers Compensation	\$ 40.00	\$ 120.00	\$ 120.00	\$ 120.00
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7 Temporary Staffing (Independent Contractors/Facilitators)	\$ 4,000.00	\$ 14,300.00	\$ 14,300.00	\$ 14,300.00
8 Flexible Client Spending (please provide supporting				
9 Client Transportation Costs and staff mileage				
10 Employee Travel and Conference				
11 Staff Training (New Facilitator Training)	\$ 5,000.00	\$ 8,092.00	\$ 8,092.00	\$ 8,092.00
12 Communication Costs	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
13 Utilities				
14 Cleaning and Janitorial				
15 Insurance and Indemnity				
16 Maintenance and Repairs - Buildings				
17 Maintenance and Repairs - Equipment				
18 Printing and Publications	\$ 1,566.00	\$ 6,020.00	\$ 6,020.00	\$ 6,020.00
19 Memberships, Subscriptions and Dues		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
20 Office Supplies		\$ 3,950.00	\$ 3,950.00	\$ 3,950.00
21 Postage and Mailing				
22 Legal Services (when required for the administration of the County Programs)				
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)				
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25 Rent and Leases - building and improvements				
26 Rent and Leases - equipment				
27 Taxes and assessments				
28 Interest in Bonds				
29 Interest in Other Long-term debts				
30 Other interest and finance charges				
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)				
32 Miscellaneous (please provide details)				
33 Total Program Expenditures	\$ 16,750.00	\$ 49,416.00	\$ 49,416.00	\$ 49,416.00

EXHIBIT H-1

		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.					
35	Salaries and wages (please include personnel and contract administration)				
36	Payroll taxes				
37	Employee benefits				
38	Workers Compensation				
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
40	Transportation, Travel, Training and Conferences				
41	Data Processing				
42	Utilities				
43	Cleaning and Janitorial				
44	Insurance and Indemnity				
45	Maintenance and Repairs - Buildings				
46	Maintenance and Repairs - Equipment				
47	Memberships, Subscriptions and Dues				
48	Office Supplies				
49	Postage and Mailing				
50	Legal Services (when required for the administration of the County Programs)				
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)				
52	Rent and Leases - building and improvements				
53	Rent and Leases - equipment				
54	Taxes and assessments				
55	Interest in Bonds				
56	Interest in Other Long-term debts				
57	Other interest and finance charges				
58	Advertising (for recruitment or admin personnel, procurement of services and disposal of surplus assets)				
59	Miscellaneous (please provide details)				
60	Total Administrative Expenditures	\$ -	\$ -	\$ -	\$ -
61	Depreciation Expense				
62	OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.				
63	Total Allowable Program Expenditures	\$ 16,750.00	\$ 49,416.00	\$ 49,416.00	\$ 49,416.00



Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Chris Lopez seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15506

- 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.

PASSED AND ADOPTED on this 24th day of August 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 August 24, 2021.

Dated: September 1, 2021

File ID: A 21-438

Agenda Item No.: 38

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

A handwritten signature in blue ink, reading "Julian Lorenzana".
Julian Lorenzana, Deputy

**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 **PARTNERS FOR PEACE** (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: Culturally Relevant Parenting Classes.

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE
REHABILITATION ACT OF 1973, AS AMENDED

- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: COST REIMBURSEMENT INVOICE FORM
- EXHIBIT H: BUDGET AND EXPENDITURE REPORT
- EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

III. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **September 1, 2021** and shall remain in effect until **June 30, 2023**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 - 1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
 - 2. CONTRACTOR'S failure to abide by Grievance decisions;
 - 3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
 - 4. CONTRACTOR'S failure to submit Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost

Report Settlement and/or other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
7. CONTRACTOR loses its licensure or certification;
8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
9. Breach by CONTRACTOR of any confidentiality obligation;
10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by 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. 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.

IX. 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.

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

Elsa M. Jimenez
Health Director
1270 Natividad Road
Salinas, CA 93906
(831) 755-4509

PARTNERS FOR PEACE

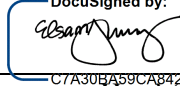
Vicki Law
Executive Director
P.O. Box 2473
Salinas, CA 93902
(831) 726-6459

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: _____

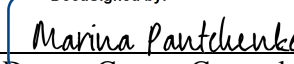
By: _____
DocuSigned by:

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Department Head (if applicable)
9/3/2021 | 8:34 AM PDT

Date: _____

By: _____
Board of Supervisors (if applicable)

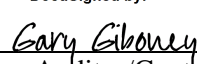
Date: _____

Approved as to Form ¹

By: _____
DocuSigned by:

996160912...
Deputy County Counsel
8/5/2021 | 3:05 PM PDT

Date: _____

Approved as to Fiscal Provisions²

By: _____
DocuSigned by:

2A41066...
Auditor/Controller
8/5/2021 | 3:30 PM PDT

Date: _____

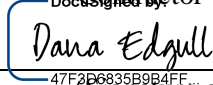
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____


CONTRACTOR

PARTNERS FOR PEACE

By: _____
Contractor's Business Name*
DocuSigned by:

47F2D6835B9B4FF...
(Signature of Chair, President,
or Vice-President)*

Dana Edgull, President
Name and Title

Date: 8/3/2021 | 1:19 PM PDT

By: _____
DocuSigned by:

015873C5E6744D8...
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

Mike Nolan, Treasurer
Name and Title

Date: 8/3/2021 | 1:44 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. ¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required ³Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

Partners for Peace
Mental Health Services Agreement
09/01/2021 – 06/30/2023

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902

Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905

Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888

Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

Partners For Peace (“P4P”) has been building strong families for a peaceful community for 25 years. P4P provides a continuum of prevention to intervention services for parents, families, and youth. Using an evidence-based/informed family skills training program and parenting training for high-risk (adjudicated, court referred, expelled) youth and their parents, P4P seeks to improve social competencies, parenting skills and the parent-child relationship. The classes deliver the message that we want families to teach their kids their family values. Parents tend to parent the way their parents parented them. Our parents did not have to deal with sexting, violent streaming video, bullying via social media, etc. Partners For Peace delivers three culturally relevant parenting classes that encourage parents/caregivers and youth to consistently pick up 21st century tools for 21st century youth behaviors. All family programs have their foundation in the five protective factors: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development and social and emotional competence of children.

Love is instinctual, skills are not. P4P’s programs have consistently reduced recidivism rates and increased school success. The funds in this Agreement will support program and marketing materials, four full-time staff and stipends to our Independent Contractor Facilitators in the delivery of quarterly classes in English and Spanish.

P4P is woven into the strategic plan, developed by the Community Alliance for Safety and Peace and by STRYVE, the CDC grant to the Monterey County Health Department to reduce family violence through prevention strategies.

B. Prevention Services to be Provided

(1) Strengthening Families Program for Parents and Caregivers and youth ages 10-16 (“SFP”) consists of one (1) Orientation followed by a seven (7) 2-hour class series. Research shows that protective parenting improves family relationships and decreases family conflict, contributing to lower levels of substance use; these skills and tools are delivered through SFP. Youth violence, disconnected families, gang violence and poor social-emotional child/family skills need to be addressed to decrease crime and a poor sense of safety in Monterey County. A research study conducted by the Partnerships in Prevention Science Institute found a return of \$9.60 for every dollar spent implementing the Strengthening Families Program.

(2) Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD. Loving Solutions is a best practice model for the prevention of juvenile delinquency. The class, for parents of the five to ten-year-old, increases protective factors identified by research to prevent youth violence: parent-family connectedness, parent-youth time together, structure and rules at home and ability of parent-youth to communicate and to discuss problems together. Parents want to protect their children, but it is challenging. Youth need skills to help them resist the peer pressure that leads to risky behaviors. The need to invest in parent education now is greater than ever to ensure both the quality and sustainability of programming and the safety and well-being of children and families. The curriculum was co-authored by Dr. Roger H. Morgan and has a strong underpinning of best practices for family/parent/youth mental health.

(3) Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. This course increases positive parent/caregiver communication and bonding and provides parents with an action plan to increase positive behaviors. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class. The curriculum was co-authored by Dr. Roger H. Morgan and has a strong underpinning of best practices for family, parent and youth mental health. The 10-week class series culminates in a parent led support group that meets after graduation to provide on-going emotional support as parents continue the process of change at home. Throughout the class series parents practice the group roles of Group Facilitator, Group Timekeeper, Group Reporter and Group Cheerleaders to lay the foundation for future parent-led support group meetings.

Number of Individuals to Be Served: Parents/Caregivers and Youth (5-17 years of age)
Year One: 640; Year Two: 760

C. Program Goals & Activities

- (1) Goal: Increase access and involvement in psychosocial and emotional development programs that enable children/youth and parents/caregivers to interact with others in healthy and wholesome ways; promote meaningful parental and community involvement and enhance awareness/understanding of importance of socio-emotional development. Continue to serve families through a prevention/intervention family education continuum delivered via Zoom and in-person when it is safe to do so.

Activities: Identify Facilitators, dates and time, insurance needs, market classes through existing and new partners, delivery of classes, perform fidelity checks, evaluate the class data, provide on-going parent/caregiver support groups, and provide a visible community presence to educate community partners and the broader community about the importance of family education. Request for referrals to other services from parents/caregivers are processed to ensure that families receive the needed wrap-around services to support their healthy, thriving families.

- (2) Goal: On-going training for 30 Facilitators on the topics of effective Zoom presentations, delivery of classes online while maintaining course fidelity, mindfulness workshops and community resources.

Activities: Set-up, market, deliver and evaluate the Facilitator workshops. During intake process and classes, family needs are identified and referred to needed services.

- (3) Goal: Maintain a well-qualified staff to deliver and evaluate the parent education class series with fidelity.

Activities: Staff receive on-going training, feedback, and evaluation. The P4P Board of Directors annually evaluates the Strategic Plan and the work of the Executive Director.

D. Program Objectives

Building a multiple-program spectrum of services requires greater communication, coordination and connectivity with the community, the clients, and the staff (especially the facilitators). Measuring progress, producing media updates, ensuring integration of program fidelity, supporting each participant with the resources needed to achieve healthy behavior, enhancing the quality of facilitators is vital to program effectiveness.

Objective 1: Increase the number of families served in Monterey County by 20% (as compared to 2019 data), through the delivery of prevention/intervention family education programs that positively impact youth in Monterey County.

- Youth will report increased communication and bonding with their families.
- 100% of the parents/caregivers would recommend the classes to other families.
- 75% will report a decrease in negative youth behaviors.
- Using a scale of 1 = No Knowledge to 5= Good As It Can Be, parents will average “4” for “I feel confident in my efforts to help my child”; “I am consistent with the consequences”; “I acknowledge and praise my child’s effort”

Objective 2: Provide certificated training for ten (10) new Parent Project Facilitators to expand the footprint of the organization throughout Monterey County.

- Set up/recruit training class. Deliver training, provide coaching/training as co-Facilitator through one class series before assuming responsibilities of being solo-Facilitator.

Objective 3: Staff/Facilitator support: Provide staff salaries/stipends and on-going education to support staff/Facilitators in their work and retain a well-qualified staff for delivery of programs. Delivery of 30 class series in Year One (10 months) and 38 class series in Year Two (12 months). Classes will be advertised via print copy, community meetings, speaking engagements and through social media platforms.

- Well-qualified staff will provide ongoing enrichment opportunities and fidelity to 30 Facilitators. Two (2) Facilitators are currently Youth Mental Health First Aid Facilitators and will provide that opportunity to Facilitators in 2022.
- The class database to include attendance, registration and pre/post surveys will be well maintained and available for evaluation reports.
- 38 class series per year will be delivered throughout Monterey County both online and in-person to meet the geographical needs of the County.

E. Expected Outcomes:

Goal #1 Outcomes: Families will report increased communication, bonding, increased school success and a decrease in difficult or challenging behaviors.

Goal #2 Outcomes: Facilitators have the training they need to meet the needs of families during the pandemic and beyond. Wrap-around services for basic needs and family needs are continually shared with the families served.

Goal 3: Outcomes: P4P continues to provide staff and Facilitators that are well-qualified to deliver programs with fidelity.

F. Service Delivery Site(s) and Hours of Operation

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe

in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.

2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2) to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes). The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

- A. Population/Catchment Area to Be Served: Families throughout Monterey County. Classes are delivered in English and Spanish. Adult parents/caregivers and their children ages 5-17 will receive services.

- B. Legal Status: Voluntary

V. MEETINGS/COMMUNICATIONS

CONTRACTOR will meet regularly with the designated Monterey County Behavioral Health (MCBH) Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906
(831) 647-7651
RodenbushKM@co.monterey.ca.us

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EXHIBIT B:
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & QUARTERLY PAYMENT SCHEDULE

Program Description	Number of Service Months per Fiscal Year	Fiscal Year Total Amount
Culturally Relevant Parenting Classes	10	\$120,000
	12	\$120,000

Quarterly Payment Schedule & Maximum Amount Per Quarter				
Fiscal Year Period	Quarter 1	Quarter 2	Quarter 3	Quarter 4
09/01/2021 – 06/30/2022	\$10,000	\$36,667	\$36,667	\$36,666
07/01/2022 – 06/30/2023	\$30,000	\$30,000	\$30,000	\$30,000

II. PAYMENT CONDITIONS

- A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

- 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.

III. 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 \$240,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
September 1, 2021 – June 30, 2022	\$120,000
July 1, 2022 – June 30, 2023	\$120,000
TOTAL MAXIMUM LIABILITY	\$ 240,000

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the 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."

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.

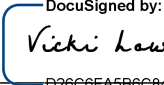
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose 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.

DocuSigned by:

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Signature of Authorized Representative
8/3/2021 | 12:36 PM PDT

Date

Partners for Peace

Business Name of Contractor

Vicki Law

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative

EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).


In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. ☒ Employs fewer than fifteen persons;
- B. ☐ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	Partners for Peace	
Name of Contractor's Designee	Vicki Law	
Title of Designee	Executive Director	
Address P.O. Box 2473		
City Salinas	State CA	Zip 93902
IRS Employer Identification Number	77-0408564	

I certify that the above information is complete and correct to the best of my knowledge and belief.

By 
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 Contractor's Signature

8/3/2021 | 12:36 PM PDT

Date

EXHIBIT E:

ASSURANCE OF COMPLIANCE WITH

MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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.

DocuSigned by:

 D26C6FA5B6C840D...
 Signature of Authorized Representative
 8/3/2021 | 12:36 PM PDT

Date

Partners for Peace
 Contractor (Organization Name)

Vicki Law
 Name of Authorized Representative

Executive Director
 Title of Authorized Representative

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective September 1, 2021, 20__ (“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 Partners for Peace (“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.

May 2021

(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

May 2021

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;

May 2021

(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;

May 2021

(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

May 2021

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.

May 2021

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:

Partners for Peace

Attn: Vicki Law, Executive Director

P.O. Box 2473

Salinas, CA 93902

Phone: 831-726-6459

Fax:

Email: vlawp4pmc.org

If to Covered Entity, to:

County of Monterey Health Department

Attn: Compliance/Privacy Officer

1270 Natividad Road

Salinas, CA 93906

Phone: 831-755-4018

Fax: 831-755-4797

Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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.

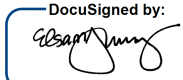
5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, 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

By: 
DocuSigned by:
C7A30BA59CA8423...

Print Name Elsa M. Jimenez

Print Title Director of Health

Date: 9/3/2021 | 8:34 AM PDT

COVERED ENTITY

By: 
DocuSigned by:
D26C6EA5B6C840D

Print Name: Vicki Law

Print Title: Executive Director

Date: 8/3/2021 | 12:36 PM PDT

EXHIBIT G: Behavioral Health Invoice Form

		Invoice Number :			
Contractor :	Partners for Peace				
Address Line 1	P.O. Box 2473		County PO No.:		
Address Line 2	Salinas, CA 93902				
			Invoice Period :		
Tel. No.:	831-726-6479				
Fax No.:					
Contract Term:	September 1, 2021 - June 30, 2023		Final Invoice :	(Check if Yes) 	
BH Division :	Mental Health Services		BH Control Number 		

Payment Provisions	Total Maximum Amount FY 2021-22	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Culturally Relevant Parenting Classes: 10 months of service for an annual Fiscal Year total not to exceed \$120,000. Please refer to Exhibit B for Quarterly Payment Schedule and Amounts.	\$ 120,000			\$ 120,000	100%
TOTALS	\$ 120,000	\$ -	\$ -	\$ 120,000	

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: _____

Title: _____

Date: _____

Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us
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Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

EXHIBIT G-1: Behavioral Health Invoice Form

		Invoice Number :			
Contractor :	Partners for Peace				
Address Line 1	P.O. Box 2473				
Address Line 2	Salinas, CA 93902				
		County PO No.:			
		Invoice Period :			
Tel. No.:	831-726-6479				
Fax No.:					
Contract Term:	September 1, 2021 - June 30, 2023		Final Invoice :	(Check if Yes) 	
BH Division :	Mental Health Services		BH Control Number 		

Payment Provisions	Total Maximum Amount FY 2022-23	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Culturally Relevant Parenting Classes: 12 months of service at \$30,000 per Quarter, for an annual Fiscal Year total not to exceed \$120,000.	\$ 120,000			\$ 120,000	100%
TOTALS	\$ 120,000	\$ -	\$ -	\$ 120,000	

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: _____

Title: _____

Date: _____

Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us <div style="border-bottom: 1px solid black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-top: 5px;"></div>
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Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

EXHIBIT H

Partners For Peace
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

PROGRAM: Culturally Relevant Parenting Classes

Address: PO Box 2473, Salinas, CA 93902

	FY 2021-22	FY 2022-23
A. <u>PROGRAM REVENUES</u>		
Requested Monterey County Funds	\$ 120,000	\$ 120,000
Other Program Revenues:	\$ 200,000	\$ 200,000
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$ 320,000	\$ 320,000
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.		
1 Program Expenditures		
2 Salaries and wages	\$ 105,000	\$ 105,000
3 Payroll taxes	\$ 9,576	\$ 9,576
4 Employee benefits	\$ 15,850	\$ 15,850
5 Workers Compensation	\$ 609	\$ 609
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	\$ -	\$ -
7 Temporary Staffing (Independent Contractors/Facilitators)	\$ 50,000	\$ 50,000

EXHIBIT H

		FY 2021-22	FY 2022-23
8	Flexible Client Spending (please provide supporting documents)	\$ -	\$ -
9	Client Transportation Costs and staff mileage	\$ -	\$ -
10	Employee Travel and Conference	\$ 1,500	\$ 1,500
11	Staff Training (New Facilitator Training)	\$ 7,350	\$ 7,350
12	Communication Costs	\$ 1,800	\$ 1,800
13	Utilities	\$ -	\$ -
14	Cleaning and Janitorial	\$ -	\$ -
15	Insurance and Indemnity	\$ 4,000	\$ 4,000
16	Maintenance and Repairs - Buildings	\$ -	\$ -
17	Maintenance and Repairs - Equipment	\$ -	\$ -
18	Printing and Publications	\$ 15,000	\$ 15,000
19	Memberships, Subscriptions and Dues	\$ 7,700	\$ 7,700
20	Office Supplies	\$ 8,600	\$ 8,600
21	Postage and Mailing	\$ 2,000	\$ 2,000
22	Legal Services (when required for the administration of the County Programs)	\$ -	\$ -
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	\$ 12,865	\$ 12,865
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$ -	\$ -

EXHIBIT H

		FY 2021-22	FY 2022-23
25	Rent and Leases - building and improvements	\$ -	\$ -
26	Rent and Leases - equipment	\$ -	\$ -
27	Taxes and assessments	\$ -	\$ -
28	Interest in Bonds	\$ -	\$ -
29	Interest in Other Long-term debts	\$ -	\$ -
30	Other interest and finance charges	\$ -	\$ -
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$ -	\$ -
32	Miscellaneous (please provide details)	\$ -	\$ -
33	Total Program Expenditures	\$ 241,850	\$ 241,850
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR			
35	Salaries and wages (please include personnel and contract administration)	60,000	60,000
36	Payroll taxes	6,420	6,420
37	Employee benefits	11,510	11,510
38	Workers Compensation	220	220
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		

EXHIBIT H

		FY 2021-22	FY 2022-23
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts		
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		

EXHIBIT H

		FY 2021-22	FY 2022-23
60	Total Administrative Expenditures	78,150	78,150
61	Depreciation Expense		
62	OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.		
63	Total Allowable Program Expenditures	320,000	320,000

EXHIBIT I:
ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDIT

I. ANNUAL REPORT(S)

- A. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with accurate and complete Annual Report(s) known as the State Cost Report, the Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports, and the Annual Report(s), as applicable and required by the COUNTY (numbered (1)-(3) in Section XIV (A) in electronic forms and hard copies along with duly signed Provider's Certification and copy of audited financial statement and/or other supporting documents that the COUNTY may require, by the due date specified in this Exhibit I, Section I., Paragraph C.
- B. An accurate and complete State Cost Report and/or Annual MHSA Revenue and Expenditure Report shall be defined as Annual Report(s) which is (are) completed to the best of the ability of CONTRACTOR on such forms or in such formats as specified by the COUNTY and consistent with such instructions as the COUNTY may issue and are based on the best available data and based on the CONTRACTOR'S Financial Summary applicable to the fiscal year. Further, CONTRACTOR shall certify under penalty of perjury that the CONTRACTOR has not violated any of the provisions of Section 1090 through 1096 of the Government Code and with respect to MHSA funding; is in compliance with California Code of Regulations, Title 9, Division 1, Chapter 14, Article 4, Section 3410, Non-Supplant and Article 5, Section 3500, non-Supplant Certification and Reports; that the amount for which reimbursement is claimed in the Annual Report(s) is in accordance with Chapter 3, Part 2. Division 5 of the Welfare and Institutions Code; and WIC Section 5891 and that to the best of the CONTRACTOR'S knowledge and belief the information on Annual Report(s) is (are) in all respects, correct, and in accordance with the law.
- C. The Annual Report(s) shall be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) days following the expiration or termination date of this Agreement, or forty-five (45) days after the COUNTY transmits the cost report template electronically to the CONTRACTOR, whichever occurs later. Should the due date fall on a weekend, such report(s) shall be due on the following business day.
 1. Failure to submit the Annual Report(s) within thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C) is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:

- a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Annual Report(s) is (are) outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the Annual Report(s) is (are) submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C), of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the Annual Report(s) to avoid disallowance of claims or withholding of payments.
 - b. In such instance that CONTRACTOR does not submit the Annual Report(s) by thirty (30) calendar days after the applicable due date specified in this Exhibit I, Section I, Subsection (C), COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the Annual Report(s) is (are) outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.
- D. The Annual Report(s) shall be prepared by the CONTRACTOR in accordance with the instructions, rules, policies and procedures established by the Federal governments, State and COUNTY.

II. COST REPORT SETTLEMENT

- A. CONTRACTOR shall submit the CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY based on the Annual Report(s) submitted pursuant to this Exhibit I of this Agreement, for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is (are) outstanding.
 1. Failure to submit the CONTRACTOR'S Year-End Cost Report Settlement within thirty (30) calendar days after the due date specified by written notice of the COUNTY is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:
 - a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A)

to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the CONTRACTOR'S Year-End Cost Report Settlement is submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified by the COUNTY, of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the CONTRACTOR'S Year-End Cost Report Settlement to avoid disallowance of claim(s) or withholding of payment(s).

- b. In such instance that CONTRACTOR does not submit the CONTRACTOR'S Year-End Cost Report Settlement by thirty (30) calendar days after the applicable due date specified by written notice of the COUNTY, COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.

B. All payments made to the CONTRACTOR and the actual Federal Financial Participation (FFP) revenue generated by the CONTRACTOR shall be reconciled with CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement. CONTRACTOR'S Year-End Cost Report Settlement shall be based upon the allowable costs as stipulated in Exhibit B, Section VI, Subsection B, less any deductible revenues collected by CONTRACTOR from other payor sources. FFP revenue shall be based upon the FFP claimed by the CONTRACTOR in accordance to the provision of Exhibit B and the reconciled amount of FFP as reflected in the State Cost Report Settlement. Such settlement shall be subject to the terms and conditions of this Agreement and all other applicable Federal, State and local statutes, regulations, policies, procedures and/or other requirements. In addition, audit procedures may be performed by the COUNTY in accordance with the Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

C. COUNTY shall issue its findings regarding CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement ("COUNTY'S Findings") at any time after the COUNTY received the calculation of the cost settlement from the CONTRACTOR and/or COUNTY completed the State Cost Settlement process.

1. As part of its cost report settlement, COUNTY shall identify any amounts due to CONTRACTOR by the COUNTY or due from the CONTRACTOR to the COUNTY.

2. Upon issuance of the COUNTY'S Findings, CONTRACTOR may, within thirty (30) calendar days, submit a written request to the COUNTY for review of the Findings.
 - a. Upon receipt by COUNTY of the CONTRACTOR'S written request, the COUNTY shall, within thirty (30) calendar days, meet with the CONTRACTOR to review the COUNTY'S Findings and to consider any documentation or information presented by the CONTRACTOR. CONTRACTOR may waive such meeting and elect to proceed based on written submission at its sole discretion.
 - b. Within thirty (30) calendar days of the meeting specified in Subsection C., 2., a. above, or if no meeting is requested, within thirty (30) calendar days of the issuance of the COUNTY'S Findings, COUNTY shall issue a final cost report settlement finding to the CONTRACTOR including confirming or adjusting any amounts due to CONTRACTOR by the COUNTY or due from CONTRACTOR to the COUNTY.
3. In the event that the COUNTY'S Findings indicates that the CONTRACTOR is due payment from the COUNTY, COUNTY shall make payment to CONTRACTOR within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2., b. above, whichever is later.
4. In the event that the COUNTY'S Findings indicates that the CONTRACTOR owes payments to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2. b. above, whichever is later. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
5. Regardless of any other provision of this Section II, reimbursement to CONTRACTOR shall not exceed the Maximum Contract Amount and shall not exceed the Maximum Program Amount for each Funded Program, as identified in Exhibit B.

III. COST REPORT TRAINING

CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further cost report training as needed and/or as required according to changes in the State cost report requirements. Failure by the CONTRACTOR to attend the one-time mandatory cost report training, and subsequent training(s), as needed and requested by the COUNTY, may result in disallowance of any claims for payment. If CONTRACTOR continues to neglect attendance to scheduled

training(s), claims for payment shall be disallowed due to delayed training completion or non-compliance.

IV. AUDIT(S) AND AUDIT APPEALS

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the Monterey County's Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.
- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
 1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
 2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
 3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
 2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
 3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
 - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
 - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

IV. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. paid in one cash payment by CONTRACTOR to COUNTY;
 2. deducted from future claims over a period not to exceed six (6) months;
 3. deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
 4. paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; or
 5. a combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.



Monterey County

Item No.29

Board Report

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

Legistar File Number: A 22-477

September 13, 2022

Introduced: 8/24/2022

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15379 between County of Monterey and Pajaro Valley Prevention and Student Assistance, Inc., retroactive to July 1, 2022 for the provision of culturally relevant outreach and engagement activities to the community members of Las Lomas, Pajaro and Royal Oaks, to increase funding amount by \$50,336 for FY 2022-23, add \$518,640 for FY 2023-24 and extend term by one (1) year, for a new total Agreement amount not to exceed \$1,503,109 for the full term of July 1, 2021 through June 30, 2024.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15379 between County of Monterey and Pajaro Valley Prevention and Student Assistance, Inc., retroactive to July 1, 2022 for the provision of culturally relevant outreach and engagement activities to the community members of Las Lomas, Pajaro and Royal Oaks, to increase funding amount by \$50,336 for FY 2022-23, add \$518,640 for FY 2023-24 and extend term by one (1) year, for a new total Agreement amount not to exceed \$1,503,109 for the full term of July 1, 2021 through June 30, 2024.

SUMMARY/DISCUSSION:

As part of the Monterey County Health Department, Behavioral Health Bureau's Access and Mental Health Services Act (MHSA) outreach, engagement and mental health programs, the County currently has Agreement A-15379 with Pajaro Valley Prevention and Student Assistance, Inc. (PVPSA) to meet goals and objectives outlined in the County's MHSA Plan. Since MHSA revenues are higher than budgeted and this agency has the capacity to increase services delivered to the community, this amendment adds \$568,976 for FYs 2022-24 and extends the term of the agreement to June 30, 2024. This Amendment is retroactive to July 1, 2022 due to ongoing contract negotiations.

Pajaro Valley Prevention and Student Assistance, Inc. (PVPSA) is a non-profit organization dedicated to improving the quality of life for children, youth and their families. PVPSA proposal consists of: Program 1-Outpatient Mental Health Services to provide mental health services to North Monterey County children between zero (0) to five (5) years of age, and school-age children attending schools in the Pajaro/Las Lomas area and their family members who are Medi-Cal eligible and who have a broad range of mental health needs. The goal of this program is to enable children and their families to overcome impairments to functioning in day-to-day life by providing therapeutic services as required.

Program 2-Proyecto Contigo (With You Project) aims to promote resilience, reduce isolation, and increase social connectedness among community members living in Las Lomas, Pajaro and Royal Oaks. In FY 22-23, new staff will be hired to perform the following: 1) Outreach Efforts: Case manager will take the lead in coordinating activities with community partners; 2) Engagement Efforts: Case Manager will take the lead in coordination and development of presentations including relationship building with establishing and new partners and; 3) Linkages: Promotora will link families needing more intensive support to the case manager who will conduct a comprehensive needs assessment, provide interventions, and link families directly with a provider. This proposed Amendment No. 2 provides funds to serve an additional number of children and families by the end of FYs 22-24.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by MHSa Prevention and Early Intervention (33%), Mental Health Federal Financial Participation funding (41%), and 2011 Realignment (26%). Added funds for Fiscal Year 2022-23 in the amount of \$50,366 have been included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Additional funds for Fiscal Year 2023-24 (\$518,640), will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2023-24 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: Jacqueline A. Goetz, Management Analyst II, 755-4932

Approved by:

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

Attachments:

Amendment No. 2

Amendment No. 1

Agreement #A-15379



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers

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

Legistar File Number: A 22-477

September 13, 2022

Introduced: 8/24/2022

Current Status: Agenda Ready

Version: 1

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This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

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Check the related Board of Supervisors Strategic Initiatives:

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- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

☒Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐Public Safety:

Legistar File Number: A 22-477

- 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: Jacqueline A. Goetz, Management Analyst II, 755-4932

Approved by:

DocuSigned by:



Date: 8/26/2022 | 1:51 PM PDT

C7A30BA59CA8423

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 2

Amendment No. 1

Agreement #A-15379

**AMENDMENT NO. 2
TO MENTAL HEALTH SERVICES AGREEMENT A-15379
BY AND BETWEEN
COUNTY OF MONTEREY AND
PAJARO VALLEY PREVENTION & STUDENT ASSISTANCE, INC.**

This Amendment No. 2 to Agreement A-15379 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Pajaro Valley Prevention and Student Assistance Inc., hereinafter referred to as CONTRACTOR.

WHEREAS, on July 1, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15379; and

WHEREAS on September 1, 2021, the COUNTY and CONTRACTOR entered into Amendment No. 1 to Agreement A-15379; and

WHEREAS, the COUNTY and CONTRACTOR seek to amend the Agreement as specified below:

1. Extend the term of Agreement A-15379 for one (1) additional year (July 1, 2023 to June 30, 2024) and revise the total maximum Agreement amount to \$1,503,109.
2. Add funding to Program 1: Outpatient Mental Health Services for FY 2023-24.
3. Add funding and services to Program 2: Proyecto Contigo (With You Project) for FY 2022-23 and FY 2023-24.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT A-2 PROGRAM DESCRIPTION replaces EXHIBIT A-1. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-2 PAYMENT PROVISIONS replaces EXHIBIT B-1. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. EXHIBIT G-2 BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G-1. All references in the Agreement to EXHIBIT G-1 shall be construed to refer to EXHIBIT G-2.
4. EXHIBIT H-2 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H-1. All references in the Agreement to EXHIBIT H-1 shall be construed to refer to EXHIBIT H-2.
5. Section IV, A. Term. Section IV, A. Term is hereby deleted and replaced with the following: "This Agreement shall be effective **July 1, 2021** and shall remain in effect until **June 30, 2024**."
6. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force

and effect as set forth in the Agreement.

7. This AMENDMENT NO. 2 shall be effective July 1, 2022.
8. This Amendment increases the contract amount by \$568,976 for a revised total agreement amount not to exceed \$1,503,109.
9. A copy of AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County on June 30, 2021.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Agreement A-15379 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: _____
DocuSigned by:
Stacy Saitta
C0ECE1B99F444A9
County Counsel

Date: 8/23/2022 | 11:13 AM PDT

Approved as to Fiscal Provisions²

By: _____
DocuSigned by:
Gary Giboney
D3834BFEC1D8449
Auditor/Controller

Date: 8/23/2022 | 11:52 AM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Pajaro Valley Prevention & Student Assistance, Inc.

By: _____
Contractor's Business Name*
DocuSigned by:
Adriana Mata
25452B95D43A416
(Signature of Chair, President, or Vice-president) *

Adriana Mata, Chief of Operations
Name and Title

Date: 8/22/2022 | 8:51 AM PDT

By: _____
DocuSigned by:
Shayne Regalado
14320AEA430F4F9
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Shayne Regalado, Director of Finance
Name and Title

Date: 8/22/2022 | 8:51 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.
¹Approval by County Counsel is required, if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions ²Approval by Auditor-Controller is required ³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-2: PROGRAM DESCRIPTION**PROGRAM ONE: OUTPATIENT MENTAL HEALTH SERVICES****I. IDENTIFICATION OF PROVIDER**

Pajaro Valley Prevention and Student Assistance, Inc. ("PVPSA")
 335 East Lake Avenue
 Watsonville, CA 95076
 (831) 728-6476

II. PROGRAM NARRATIVE

Contractor will provide mental health services to North Monterey County children between 0-5 years of age, and school-age children attending schools in the Pajaro/Las Lomas area and their family members who are Medi-Cal eligible and who have a broad range of mental health needs. Contractor will provide Spanish and Mixteco translation and interpretation services to meet the needs of the population served.

III. PROGRAM GOALS

To enable children and their families to overcome impairments to functioning in day-to-day life by providing therapeutic services as required.

IV. OBJECTIVES

Assist approximately 121 children in developing age-appropriate skills in order to manage their impairment(s) and be able to function in day-to-day life.

V. TREATMENT SERVICES

A. **Mode of Service:** Outpatient Mental Health Services

B. **Contracted Units of Service by Service Type:** Case Management/Brokerage and Mental Health estimated units of service are per minute per Fiscal Year (FY):

Avatar Program Code/Name: B4CSOC/PVPSA Mental Health Services

Avatar Program Code/Name (Ages 0-5): 05B4CSOC

Service Type	Mode of Service	Service Function Code	FY 2021-22 Est. Units of Service	FY 2022-23 Est. Units of Service	FY 2023-24 Est. Units of Service
Case Management	15	01	9,555	9,555	9,555
Mental Health Services	15	10, 30, 40, 45, 50	142,789	142,789	142,789

C. Delivery Sites: At school sites and the following:

240 E. Lake Avenue*
Watsonville, CA 95076

335 E. Lake Avenue*
Watsonville, CA 95076

411 E. Lake Avenue*
Watsonville, CA 95076

** Each site has been Medi-Cal certified by Santa Cruz County.*

Porter-Vallejo Building**
29 Bishop Street
Pajaro, CA 95076

***Services shall be less than 19 hours per week.*

VI. POPULATION/CATCHMENT AREA TO BE SERVED

Monterey County children between 0 to 5 years of age and school-age children and their families attending schools in the North Monterey County area (Pajaro/Las Lomas) who are Medi-Cal eligible and who require mental health services.

VII. FINANCIAL ELIGIBILITY

All Medi-Cal eligible Monterey County children and family members identified by the Contractor as children in need of mental health services.

VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

All Medi-Cal eligible clients.

IX. LEGAL STATUS

Voluntary.

X. REPORTING REQUIREMENTS

Contractor will meet regularly with the Deputy Director Children's Behavioral Health Service Manager to monitor progress of program outcomes. Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County's ongoing Prevention & Early Intervention (PEI)

Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

XI. COVERAGE

Mental Health Services as designated on the client's case plan.

XII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director of Behavioral Health, Child & Adolescent Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

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EXHIBIT A-2: PROGRAM DESCRIPTION**PROGRAM TWO: PROYECTO CONTIGO (WITH YOU PROJECT)****I. IDENTIFICATION OF PROVIDER**

Pajaro Valley Prevention and Student Assistance, Inc. ("PVPSA")
 335 East Lake Avenue
 Watsonville, CA 95076
 (831) 728-6476

II. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION**A. Program Description**

Proyecto Contigo aims to promote resilience, reduce isolation, and increase social connectedness among community members living in Pajaro, Las Lomas and Royal Oaks. A Promotora de Salud will implement ongoing and continuous outreach and engagement efforts by engaging in community activities and facilitating conversations. The Promotora de Salud will be the liaison between systems and community as she will support linking families to corresponding services needed. The Promotora will take part in community-based events and implement culturally relevant activities to engage children, youth, and families to promote health and emotional wellbeing.

B. Prevention Services**1. Services to be Provided**

- a. Outreach Efforts: The Promotora will conduct at least four (4) monthly community outreach activities inclusive of presentations, participation in resource fairs and partnership outreach activities with the schools in the region. These outreach efforts will lead to specific engagement efforts in Proyecto Contigo's art project and linkage of individuals to mental health and other services offered by PVPSA and community partners.
- b. Engagement Efforts: The Promotora will engage up to 350 unduplicated individuals per fiscal year in community education and engagement activities that include presentations. Individuals to be engaged will include parents, caregivers, children, youth and other family members. The Promotora will partner with existing partners working in this region including Migrant Head Start, the Pajaro Collaborative, Pajaro Valley Unified School District, and Casa de La Cultura.
- c. Linkages to Services: The Promotora will conduct a needs assessment and using a warm handoff to link families to other community/governmental organizations for additional supports.

New Staff:

Outreach Efforts: Case manager will take the lead in coordinating activities with community partners. A monthly outreach calendar will be developed and shared with community and provider. The team will also participate in events hosted by Pajaro Valley Unified School District to inform families in Pajaro/Las Lomas of the array of services being provided in their areas of residence.

Engagement Efforts: Case Manager will take the lead in coordination and development of presentations including relationship building with establishing and new partners such as El Nuevo Amanecer and Las Palmas communities in Pajaro. This will be an area of primary focus.

Linkages: Promotora will link families needing more intensive support to the case manager who will conduct a comprehensive needs assessment, provide interventions, and link families directly with a provider. Additionally, Case manager will support with updating any medical information needed to ensure that this benefit resource is current and up to date.

2. Number of Individuals to be Served Each Fiscal Year

- a. Outreach efforts: 500 individuals will receive information/education through either a resource fair, community event, school event, or walk-in
- b. Engagement efforts: Twenty (40) families will take part/support with the development of culturally relevant artistic messaging as to promote community connectedness.
- c. Linkages to services: Fifty (50) individuals will be link up to mental health or social supports.

* These are all unduplicated numbers.

B. Program Goals

Goal 1: Community members who live in Pajaro, Las Lomas and Royal Oaks will learn about mental health and other resources available to them and their families.

Goal 2: Community members who live in Pajaro, Las Lomas and Royal Oaks engaged in Proyecto Contigo activities will feel more engaged and connected.

Goal 3: Community members who live in Pajaro, Las Lomas and Royal Oaks engaged in Proyecto Contigo activities will be connected to mental health and other services.

C. Program Objectives

Objective 1: By June 30, 2022, PVPSA Promotora will have outreached to 350 unique individuals with information about resources available to them as documented in the

outreach logs. By June 30, 2023, Promotora will have outreached to 500 unique individuals with information about resources available to them as documented in the outreach logs. By June 30, 2024, Promotora will have outreached to 500 unique individuals with information about resources available to them as documented in the outreach logs.

Objective 2: By June 30, 2022, at least 20 families participated in the development of the lawn sign art project and will report feeling more connected with their family and their community as demonstrated by the pre and post survey and narrated by a self-evaluation group activity. By June 30, 2023, at least 40 families participated in the development of the lawn sign art project and will report feeling more connected with their family and their community as demonstrated by the pre and post survey and narrated by a self-evaluation group activity. By June 30, 2024, at least 40 families participated in the development of the lawn sign art project and will report feeling more connected with their family and their community as demonstrated by the pre and post survey and narrated by a self-evaluation group activity.

Objective 3: By June 30, 2022, 75 unique individuals will have been connected to mental health and other services as demonstrated by the case management log. By June 30, 2023, 75 unique individuals will have been connected to mental health and other services as demonstrated by the case management log. By June 30, 2024, 75 unique individuals will have been connected to mental health and other services as demonstrated by the case management log.

E. Expected Outcomes

Outcome 1: 80% of participants who learn about resources through presentations will demonstrate an increase in knowledge of the services available to them as noted in the pre and post short surveys associated with those presentations.

Outcomes 2 and 3: By June 30, 2022, an increase of at least 20% of mental health clients will have been served through PVPSA as demonstrated by the AVATAR census report and will report an increase in emotional wellbeing as reported by the CANS or progress report by the clinician. By June 30, 2023, an increase of at least 20% of mental health clients will have been served through PVPSA as demonstrated by the AVATAR census report and will report an increase in emotional wellbeing as reported by the CANS or progress report by the clinician. By June 30, 2024, an increase of at least 20% of mental health clients will have been served through PVPSA as demonstrated by the AVATAR census report and will report an increase in emotional wellbeing as reported by the CANS or progress report by the clinician.

F. Service Delivery Site(s) & Hours of Operation

1. Site(s): Outreach and engagement services for Proyecto Contigo will take place in facilities and locations in the communities of Pajaro, Las Lomas and Royal Oaks. Presentations will be held either at school sites, church halls and/or the Porter Building located in Pajaro (Pajaro County Library). The delivery of mental health services offered by PVPSA will be made available at the various PVPSA clinical rooms located in schools in these communities and at the

counseling center located in Watsonville (over the adjacent bridge in Pajaro). School counseling rooms serve as satellite locations and the PVPSA Counseling Centers located at 411 East Lake Avenue and 335 East Lake Avenue are Medical certified.

2. Hours of Operation: The standard hours of operations for facilities and personnel are M-F 8am-5pm. Outreach and Engagement efforts will vary and will include evening and weekend hours. PVPSA offers staff flexible schedules to meet the needs of families.

II. POPULATION OF FOCUS/CATCHMENT AREA TO BE SERVED

Proyecto Contigo will serve the North County communities of Pajaro, Las Lomas and Royal Oaks. People living in these communities are faced with several challenges. According to a 2015 housing report issued by the Monterey County Health Department, economic and housing challenges are profound in this region. Overcrowding conditions are among the highest in the County. Fifty-four (54%) of households in Pajaro and 36% of households in Las Lomas live in overcrowded conditions. Pajaro has a higher than-average unemployment rate and is home to a high concentration of families living in poverty.

IV. MEETINGS/COMMUNICATIONS

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager ("Contract Monitor") to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

V. REPORTING REQUIREMENTS

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and to EvalCorp at this email address: mcbh-eval@evalcorp.com.

VI. DESIGNATED CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906
(831) 796-6110
edgullldr@co.monterey.ca.us

EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS**I. PAYMENT TYPES**

Provisional Rates and Cash Flow Advance.

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**A. PROVISIONAL RATES: NEGOTIATED RATES**

The following program services will be paid in arrears at the negotiated rates as follows:

Pajaro Valley Prevention and Student Assistance Provisional Rates						
Fiscal Year	Type of Service	Mode of Service	Service Function Code	Estimated Units of Service	Payment Rate per UOS	FY 2021-22 Amount
2021-22	Case Management	15	01	9,555	\$2.56	\$24,461
	Mental Health Services	15	10, 30, 40, 45, 50	142,789	\$2.56	\$365,540
FY 2021-22 MAXIMUM LIABILITY						\$390,000
Fiscal Year	Type of Service	Mode of Service	Service Function Code	Estimated Units of Service	Payment Rate per UOS	FY 2022-23 Amount
2022-23	Case Management	15	01	9,555	\$2.56	\$24,461
	Mental Health Services	15	10, 30, 40, 45, 50	142,789	\$2.56	\$365,540
FY 2022-23 MAXIMUM LIABILITY						\$390,000
Fiscal Year	Type of Service	Mode of Service	Service Function Code	Estimated Units of Service	Payment Rate per UOS	FY 2023-24 Amount
2023-24	Case Management	15	01	9,555	\$2.56	\$24,461
	Mental Health Services	15	10, 30, 40, 45, 50	142,789	\$2.56	\$365,540
FY 2023-24 MAXIMUM LIABILITY						\$390,000
TOTAL MAXIMUM AGREEMENT LIABILITY FY 2021-2024						\$1,170,000

B. CASH FLOW ADVANCE PAYMENT RATE & QUARTERLY PAYMENT SCHEDULE

The Proyecto Contigo (With You Project), providing outreach and engagement services to residents of the Las Lomas, Pajaro and Royal Oaks region of Monterey County, shall be paid as Cash Flow Advances for a total maximum Agreement amount of **\$1,503,109 for FY 2021-22 through FY 2023-24** as follows:

Program Description	Number of Service Months per Fiscal Year	Fiscal Year Total Amount
Program #2: Proyecto Contigo	10	\$ 75,828.77
	12	\$ 128,640
	12	\$ 128,640

Quarterly Payment Schedule & Maximum Amount Per Quarter				
Fiscal Year Period	Quarter 1	Quarter 2	Quarter 3	Quarter 4
09/01/2021-6/30/2022	\$ 7,583.00	\$ 22,749.00	\$ 22,749.00	\$ 22,749.00
07/01/2022-06/30/2023	\$ 32,160.00	\$ 32,160.00	\$ 32,160.00	\$ 32,160.00
07/01/2023-6/30/2024	\$ 32,160.00	\$ 32,160.00	\$ 32,160.00	\$ 32,160.00

IV. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-
- B. Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the

COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement. CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or

end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$1,503,109** for services rendered under this Agreement.
- B. Funding source and estimated amounts per Fiscal Year (FY). The County retains the right to adjust the funding sources as may be required during the term of this Agreement.

Fiscal Year	MHSA PEI	MH FFP	2011 Realignment	Total Amount per FY
FY 2021-22	\$118,729	\$214,500	\$132,600	\$465,829
FY 2022-23	\$171,540	\$214,500	\$132,600	\$518,640
FY 2023-24	\$171,540	\$214,500	\$132,600	\$518,640

C. Maximum Annual Liability:

FISCAL YEAR	AMOUNT
July 1, 2021 – June 30, 2022	\$465,829
July 1, 2022 – June 30, 2023	\$518,640
July 1, 2023 - June 30, 2024	\$518,640
TOTAL MAXIMUM LIABILITY	\$1,503,109

- D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- E. 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.
- F. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of

COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said

services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
 - E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
 - F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
 - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
 - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.
- X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**
- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
 - B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
 - C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
 - D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
 - E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must

submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

(the remainder of this page is intentionally blank)

EXHIBIT G-2: Behavioral Health Cost Reimbursement Invoice

Contractor: Pajaro Valley Prevention & Student Assistance, Inc.

Invoice Number: Address Line 1 335 East Lake Avenue
Address Line 2 Watsonville, CA 95076County PO No.: Tel. No.: (831) 728-6476
Fax No.: (831) 761-6011Invoice Period:

Contract Term: July 1, 2022 - June 30, 2023

Final Invoice: (Check if Yes) ☐

BH Division: Mental Health

BH Control Number

Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2022-23	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining UOS Deliverables	% of Remaining Deliverables	Total Annual Contract Amount	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Case Management	15		\$2.56	9,555					9,555	100%	\$ 24,461				\$ 24,461	100%
Mental Health Services	15		\$2.56	142,789					142,789	100%	\$ 365,540				\$ 365,540	100.0%
TOTALS											\$ 390,000					

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Title: _____

Telephone: _____

Send to:

MCHSPH@pajarovalleyca.gov

Behavioral Health Authorization for Payment

Authorized Signatory

Date

Pajaro Valley Prevention & Student Assistance, Inc.
Amendment No. 2 to Agreement A-15379
July 1, 2022 - June 30, 2024

EXHIBIT H-2-Program 1- Outpatient Mental Health Services**BUDGET AND EXPENDITURE SUMMARY**
For Monterey County - Behavioral Health

PROGRAM: Outpatient Mental Health Services-Program 1

	FY 2022-23	FY 2023-24
A. PROGRAM REVENUES		
Requested Monterey County Funds	\$ 390,000.00	\$ 390,000.00
MSA - PS Funds	\$ 171,640.00	\$ 171,640.00
2011 Reclamation Funds	\$ 132,600.00	\$ 132,600.00
Federal Financial Participation (estimated)	\$ 214,600.00	\$ 214,600.00
Other Program Revenues	\$ -	\$ -
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$ 171,640.00	\$ 171,640.00

In accordance with requirements contained in this Agreement, Expenditures should be reported within the

1 Program Expenditures		
2 Salaries and wages	\$ 216,577.19	\$ 216,577.19
3 Payroll taxes	\$ 18,300.77	\$ 18,300.77
4 Employee benefits	\$ 68,330.10	\$ 68,330.10
5 Workers Compensation		
6 associated with County's loss of funding)	\$ -	\$ -
7 Temporary Staffing	\$ 8,000.00	\$ 8,000.00
8 Flexible Client Spending (please provide supporting documents)	\$ -	\$ -
9 Client Transportation Costs and staff mileage	\$ 1,000.00	\$ 1,000.00
10 Employee Travel and Conference		
11 Staff Training	\$ 2,000.00	\$ 2,000.00
12 Communication Costs	\$ 9,000.00	\$ 9,000.00
13 Utilities	\$ 2,000.00	\$ 2,000.00
14 Cleaning and Janitorial	\$ -	\$ -
15 Insurance and Indemnity	\$ 2,000.00	\$ 2,000.00
16 Maintenance and Repairs - Buildings	\$ 2,000.00	\$ 2,000.00
17 Maintenance and Repairs - Equipment	\$ 1,000.00	\$ 1,000.00
18 Printing and Publications	\$ 500.00	\$ 500.00
19 Memberships, Subscriptions and Dues	\$ 500.00	\$ 500.00
20 Supplies	\$ 1,000.00	\$ 1,000.00
21 Postage and Mailing	\$ 200.00	\$ 200.00
22 Legal Services (when required for the administration of the County Programs)	\$ 2,700.00	\$ 2,700.00
23 Audit Act (OMB Circular A-133)	\$ 6,450.00	\$ 6,450.00
24 County)		
25 Rent and Leases - building and improvements	\$ 6,000.00	\$ 6,000.00
26 Rent and Leases - equipment		
27 Taxes and assessments	\$ 3,000.00	\$ 3,000.00
28 Interest in Bonds	\$ -	\$ -
29 Interest in Other Long-term debts	\$ -	\$ -
30 Other interest and finance charges	\$ 35,441.94	\$ 35,441.94
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$ 500.00	\$ 500.00
32 Miscellaneous (please provide details) Client Incentives/Outreach/Food for gatherings	\$ 3,500.00	\$ 3,500.00
33 Total Program Expenditures	\$ 390,000.00	\$ 390,000.00

34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation base used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.

35 Salaries and wages (please include personnel and contract administration)		
36 Payroll taxes		
37 Employee benefits		
38 Workers Compensation		
39 associated with County's loss of funding)	\$ -	\$ -
40 Transportation, Travel, Training and Conferences	\$ -	\$ -
41 Data Processing	\$ -	\$ -
42 Utilities	\$ -	\$ -
43 Cleaning and Janitorial	\$ -	\$ -
44 Insurance and Indemnity	\$ -	\$ -
45 Maintenance and Repairs - Buildings	\$ -	\$ -
46 Maintenance and Repairs - Equipment	\$ -	\$ -
47 Memberships, Subscriptions and Dues	\$ -	\$ -
48 Office Supplies	\$ -	\$ -
49 Postage and Mailing	\$ -	\$ -
50 Legal Services (when required for the administration of the County Programs)	\$ -	\$ -
51 County)	\$ -	\$ -
52 Rent and Leases - building and improvements	\$ -	\$ -
53 Rent and Leases - equipment	\$ -	\$ -
54 Taxes and assessments	\$ -	\$ -
55 Interest in Bonds	\$ -	\$ -
56 Interest in Other Long-term debts	\$ -	\$ -
57 Other interest and finance charges	\$ -	\$ -
58 assets)	\$ -	\$ -
59 Miscellaneous (please provide details)	\$ -	\$ -
60 Total Administrative Expenditures	\$ -	\$ -
61 Depreciation Expense		
62 Total Allowable Program Expenditures	\$ 390,000.00	\$ 390,000.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purpose of this program were spent in accordance with the Contractor's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature _____ Date _____ Finance Director's Signature _____ Date _____

EXHIBIT H-2-Program 2- Proyecto Contigo (With You Project)

**PVPSA
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health
PROGRAM: Proyecto Contigo (With You Project)-Program 2**

A. PROGRAM REVENUES	FY 2022-23		FY 2023-24	
	Amendment		Amendment	
Requested Monterey County Funds				
Other Program Revenues	\$	128,639.03	\$	128,639.03
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$	36,049.47	\$	36,049.47
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.				
1 Program Expenditures				
2 Salaries and wages	\$	52,379.00	\$	52,379.00
3 Payroll taxes	\$	4,426.77	\$	4,426.77
4 Employee benefits	\$	20,950.40	\$	20,950.40
5 Workers Compensation	\$	817.07	\$	817.07
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	\$	-	\$	-
7 Temporary Staffing	\$	-	\$	-
8 Flexible Client Spending (please provide supporting documents)	\$	-	\$	-
9 Client Transportation Costs and staff mileage	\$	1,404.00	\$	1,404.00
10 Employee Travel and Conferences	\$	2,500.00	\$	2,500.00
11 Staff Training	\$	3,500.00	\$	3,500.00
12 Communication Costs	\$	300.00	\$	300.00
13 Utilities	\$	3,500.00	\$	3,500.00
14 Cleaning and Janitorial	\$	-	\$	-
15 Insurance and Indemnity	\$	-	\$	-
16 Maintenance and Repairs - Buildings	\$	-	\$	-
17 Maintenance and Repairs - Equipment	\$	-	\$	-
18 Printing and Publications	\$	500.00	\$	500.00
19 Memberships, Subscriptions and Dues	\$	320.00	\$	320.00
20 Supplies	\$	3,500.00	\$	3,500.00
21 Postage and Mailing	\$	-	\$	-
22 Legal Services (when required for the administration of the County Programs)	\$	-	\$	-
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (CMB Circular A-133))	\$	-	\$	-
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$	9,500.00	\$	9,500.00
25 Rent and Leases - building and improvements	\$	3,925.00	\$	3,925.00
26 Rent and Leases - equipment	\$	2,900.00	\$	2,900.00
27 Taxes and assessments	\$	-	\$	-
28 Interest in Bonds	\$	-	\$	-
29 Interest in Other Long-term debts	\$	-	\$	-
30 Other interest and finance charges	\$	-	\$	-
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$	-	\$	-
32 Miscellaneous (please provide details) Client Incentives/Outreach/Food for gatherings	\$	3,200.00	\$	3,200.00
33 Total Program Expenditures	\$	110,215.00	\$	110,215.00
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.				
35 Salaries and wages (please include personnel and contract administration)	\$	11,593.48	\$	11,593.48
36 Payroll taxes	\$	979.65	\$	979.65
37 Employee benefits	\$	4,937.39	\$	4,937.39
38 Workers Compensation	\$	180.66	\$	180.66
39 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	\$	-	\$	-
40 Transportation, Travel, Training and Conferences	\$	-	\$	-
41 Data Processing	\$	-	\$	-
42 Utilities	\$	-	\$	-
43 Cleaning and Janitorial	\$	-	\$	-
44 Insurance and Indemnity	\$	-	\$	-
45 Maintenance and Repairs - Buildings	\$	-	\$	-
46 Maintenance and Repairs - Equipment	\$	-	\$	-
47 Memberships, Subscriptions and Dues	\$	-	\$	-
48 Office Supplies	\$	-	\$	-
49 Postage and Mailing	\$	-	\$	-
50 Legal Services (when required for the administration of the County Programs)	\$	-	\$	-
51 Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)	\$	-	\$	-
52 Rent and Leases - building and improvements	\$	528.75	\$	528.75
53 Rent and Leases - equipment	\$	-	\$	-
54 Taxes and assessments	\$	-	\$	-
55 Interest in Bonds	\$	-	\$	-
56 Interest in Other Long-term debts	\$	-	\$	-
57 Other interest and finance charges	\$	-	\$	-
58 Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)	\$	500.00	\$	500.00
59 Miscellaneous (please provide details)	\$	-	\$	-
60 Total Administrative Expenditures	\$	19,420.13	\$	19,420.13
61 Depreciation Expense				
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations				
63 Total Allowable Program Expenditures	\$	128,639.03	\$	128,639.03



Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Chris Lopez seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15379; Amendment No.: 1

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.

PASSED AND ADOPTED on this 24th day of August 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

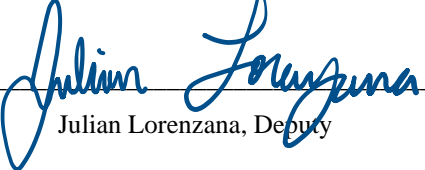
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 24, 2021.

Dated: September 1, 2021

File ID: A 21-443

Agenda Item No.: 40

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 1 TO AGREEMENT A-15379
COUNTY OF MONTEREY & PAJARO VALLEY PREVENTION AND STUDENT
ASSISTANCE, INC.**

THIS AMENDMENT is made to the AGREEMENT A-15279 for outpatient mental health services to children, youth and families residing in the Pajaro Valley and surrounding North County communities, by and between **PAJARO VALLEY PREVENTION AND STUDENT ASSISTANCE, 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 the “Proyecto Contigo/With You Project” provide culturally relevant outreach and engagement services to promote resilience, reduce isolation, and increase social connectedness among residents living in Las Lomas, Pajaro and Royal Oaks, revise the Program Description, Payment and Billing Provisions, Behavioral Health Invoice Form, and Revenue & Expenditure Summary Exhibits, and to incorporate the County’s updated Business Associate Agreement into the Agreement.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

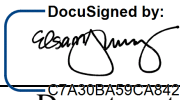
1. EXHIBIT A-1 PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B-1 PAYMENT PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. EXHIBIT F-1 BUSINESS ASSOCIATE AGREEMENT replaces EXHIBIT F. All references in the Agreement to EXHIBIT F shall be construed to refer to EXHIBIT F-1.
4. EXHIBIT G-1 BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-1.
5. EXHIBIT H-1 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT H-1.
6. 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.
7. This Amendment is effective September 1, 2021.
8. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 30, 2021.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer


Date: _____

By:  _____
DocuSigned by:
C7A30BA59CA8423
Department Head (if applicable)

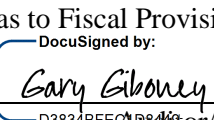
Date: 9/3/2021 | 4:27 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form: _____
By:  _____
DocuSigned by:
65EE9F1502BD412...
County Counsel

Date: 8/9/2021 | 5:22 PM PDT

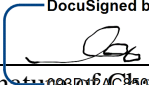
Approved as to Fiscal Provisions²
By:  _____
DocuSigned by:
D3834BFEC1D8443
Auditor/Controller

Date: 8/10/2021 | 8:00 AM PDT

Approved as to Liability Provisions³
By: _____
Risk Management


Date: _____

**PAJARO VALLEY PREVENTION AND
STUDENT ASSISTANCE, INC.**

By: _____
Contractor's Business Name*
DocuSigned by:

(Signature of Chief, President,
or Vice-President) *

Erica Padilla-Chavez, Chief Executive Officer
Name and Title

Date: 8/5/2021 | 4:40 PM PDT

By:  _____
DocuSigned by:
75A84BAC18A4475...
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer) *

Nicole Rose, Controller

Name and Title

Date: 8/6/2021 | 8:41 AM PDT

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.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required; ³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**EXHIBIT A-1:
PROGRAM DESCRIPTION**

PROGRAM ONE: OUTPATIENT MENTAL HEALTH SERVICES

I. IDENTIFICATION OF PROVIDER

Pajaro Valley Prevention and Student Assistance, Inc. ("PVPSA")
335 East Lake Avenue
Watsonville, CA 95076
(831) 728-6476

II. PROGRAM NARRATIVE

Contractor will provide mental health services to North Monterey County children between 0-5 years of age, and school-age children attending schools in the Pajaro/Las Lomas area and their family members who are Medi-Cal eligible and who have a broad range of mental health needs. Contractor will provide Spanish and Mixteco translation and interpretation services to meet the needs of the population served.

III. PROGRAM GOALS

To enable children and their families to overcome impairments to functioning in day-to-day life by providing therapeutic services as required.

IV. OBJECTIVES

Assist approximately 121 children in developing age-appropriate skills in order to manage their impairment(s) and be able to function in day-to-day life.

V. TREATMENT SERVICES

A. **Mode of Service:** Outpatient Mental Health Services

B. **Contracted Units of Service by Service Type:** Case Management/Brokerage and Mental Health estimated units of service are per minute per Fiscal Year (FY):

Avatar Program Code/Name: B4CSOC/PVPSA Mental Health Services
Avatar Program Code/Name (Ages 0-5): 05B4CSOC

Service Type	Mode of Service	Service Function Code	FY 2021-22 Est. Units of Service	FY 2022-23 Est. Units of Service
Case Management	15	01	9,555	9,555
Mental Health Services	15	10, 30, 40, 45, 50	142,789	142,789

C. Delivery Sites: At school sites and the following:

240 E. Lake Avenue*
Watsonville, CA 95076

335 E. Lake Avenue*
Watsonville, CA 95076

411 E. Lake Avenue*
Watsonville, CA 95076

** Each site has been Medi-Cal certified by Santa Cruz County.*

Porter-Vallejo Building**
29 Bishop Street
Pajaro, CA 95076

***Services shall be less than 19 hours per week.*

VI. POPULATION/CATCHMENT AREA TO BE SERVED

Monterey County children between 0 to 5 years of age and school-age children and their families attending schools in the North Monterey County area (Pajaro/Las Lomas) who are Medi-Cal eligible and who require mental health services.

VII. FINANCIAL ELIGIBILITY

All Medi-Cal eligible Monterey County children and family members identified by the Contractor as children in need of mental health services.

VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

All Medi-Cal eligible clients.

IX. LEGAL STATUS

Voluntary.

X. REPORTING REQUIREMENTS

Contractor will meet regularly with the Deputy Director Children's Behavioral Health Service Manager to monitor progress of program outcomes. Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County's ongoing Prevention & Early Intervention (PEI) Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

XI. COVERAGE

Mental Health Services as designated on the client's case plan.

XII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director of Behavioral Health, Child & Adolescent Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

(the remainder of this page is intentionally blank)

EXHIBIT A-1: PROGRAM DESCRIPTION**PROGRAM TWO: PROYECTO CONTIGO (WITH YOU PROJECT)**

I. IDENTIFICATION OF PROVIDER

Pajaro Valley Prevention and Student Assistance, Inc. ("PVPSA")
 335 East Lake Avenue
 Watsonville, CA 95076
 (831) 728-6476

II. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION**A. Program Description**

Proyecto Contigo aims to promote resilience, reduce isolation, and increase social connectedness among community members living in Pajaro, Las Lomas and Royal Oaks. A Promotora de Salud will implement ongoing and continuous outreach and engagement efforts by engaging in community activities and facilitating conversations. The Promotora de Salud will be the liaison between systems and community as she will support linking families to corresponding services needed. The Promotora will take part in community-based events and implement culturally relevant activities to engage children, youth, and families to promote health and emotional wellbeing.

B. Prevention Services**1. Services to be Provided**

- a. Outreach Efforts: The Promotora will conduct at least four (4) monthly community outreach activities inclusive of presentations, participation in resource fairs and partnership outreach activities with the schools in the region. These outreach efforts will lead to specific engagement efforts in Proyecto Contigo's art project and linkage of individuals to mental health and other services offered by PVPSA and community partners.
- b. Engagement Efforts: The Promotora will engage up to 350 unduplicated individuals per fiscal year in community education and engagement activities that include presentations. Individuals to be engaged will include parents, caregivers, children, youth and other family members. The Promotora will partner with existing partners working in this region including Migrant Head Start, the Pajaro Collaborative, Pajaro Valley Unified School District, and Casa de La Cultura.
- c. Linkages to Services: The Promotora will conduct a needs assessment and using a warm handoff to link families to other community/governmental organizations for

additional supports.

2. Number of Individuals to be Served Each Fiscal Year

- a. Outreach efforts: 350 individuals will receive information/education through either a resource fair, community event, school event, or walk-in
- b. Engagement efforts: Twenty (20) families will take part/support with the development of culturally relevant artistic messaging as to promote community connectedness.
- c. Linkages to services: Fifty (50) individuals will be link up to mental health or social supports.

* These are all unduplicated numbers.

B. Program Goals

Goal 1: Community members who live in Pajaro, Las Lomas and Royal Oaks will learn about mental health and other resources available to them and their families.

Goal 2: Community members who live in Pajaro, Las Lomas and Royal Oaks engaged in Proyecto Contigo activities will feel more engaged and connected.

Goal 3: Community members who live in Pajaro, Las Lomas and Royal Oaks engaged in Proyecto Contigo activities will be connected to mental health and other services.

C. Program Objectives

Objective 1: By June 30, 2022, PVPSA Promotora will have outreached to 350 unique individuals with information about resources available to them as documented in the outreach logs. By June 30, 2023, Promotora will have outreached to 350 unique individuals with information about resources available to them as documented in the outreach logs.

Objective 2: By June 30, 2022, at least 20 families participated in the development of the lawn sign art project and will report feeling more connected with their family and their community as demonstrated by the pre and post survey and narrated by a self-evaluation group activity. By June 30, 2023, at least 20 families participated in the development of the lawn sign art project and will report feeling more connected with their family and their

community as demonstrated by the pre and post survey and narrated by a self-evaluation group activity.

Objective 3: By June 30, 2022, 75 unique individuals will have been connected to mental health and other services as demonstrated by the case management log. By June 30, 2023, 75 unique individuals will have been connected to mental health and other services as demonstrated by the case management log.

E. Expected Outcomes

Outcome 1: 75% of participants who learn about resources through presentations will demonstrate an increase in knowledge of the services available to them as noted in the pre and post short surveys associated with those presentations.

Outcomes 2 and 3: By June 30, 2022, an increase of at least 20% of mental health clients will have been served through PVPSA as demonstrated by the AVATAR census report and will report an increase in emotional wellbeing as reported by the CANS or progress report by the clinician. By June 30, 2023, an increase of at least 20% of mental health clients will have been served through PVPSA as demonstrated by the AVATAR census report and will report an increase in emotional wellbeing as reported by the CANS or progress report by the clinician.

F. Service Delivery Site(s) & Hours of Operation

1. Site(s): Outreach and engagement services for Proyecto Contigo will take place in facilities and locations in the communities of Pajaro, Las Lomas and Royal Oaks. Presentations will be held either at school sites, church halls and/or the Porter Building located in Pajaro (Pajaro County Library). The delivery of mental health services offered by PVPSA will be made available at the various PVPSA clinical rooms located in schools in these communities and at the counseling center located in Watsonville (over the adjacent bridge in Pajaro). School counseling rooms serve as satellite locations and the PVPSA Counseling Centers located at 411 East Lake Avenue and 335 East Lake Avenue are Medi-Cal certified.
2. Hours of Operation: The standard hours of operations for facilities and personnel are M-F 8am-5pm. Outreach and Engagement efforts will vary and will include evening and weekend hours. PVPSA offers staff flexible schedules to meet the needs of families.

II. POPULATION OF FOCUS/CATCHMENT AREA TO BE SERVED

Proyecto Contigo will serve the North County communities of Pajaro, Las Lomas and Royal Oaks. People living in these communities are faced with several challenges. According to a 2015 housing report issued by the Monterey County Health Department, economic and housing challenges are profound in this region. Overcrowding conditions are among the highest in the County. Fifty-four (54%) of households in Pajaro and 36% of households in Las Lomas live in overcrowded conditions. Pajaro has a higher than-average unemployment rate and is home to a high concentration of families living in poverty.

IV. MEETINGS/COMMUNICATIONS

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

V. REPORTING REQUIREMENTS

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp at this email address: mcbh-eval@evalcorp.com.

VI. DESIGNATED CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906
(831) 796-6110
edgulldr@co.monterey.ca.us

EXHIBIT B-1:
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPE

Provisional Rates and Cash Flow Advance.

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

A. PROVISIONAL RATES: NEGOTIATED RATES

The following program services will be paid in arrears at the negotiated rates as follows:

Pajaro Valley Prevention and Student Assistance Provisional Rates						
Fiscal Year	Type of Service	Mode of Service	Service Function Code	Estimated Units of Service	Payment Rate per UOS	FY 2021-22 Amount
2021-22	Case Management	15	01	9,555	\$2.56	\$24,461
	Mental Health Services	15	10, 30, 40, 45, 50	142,789	\$2.56	\$365,540
FY 2021-22 MAXIMUM LIABILITY						\$390,000
Fiscal Year	Type of Service	Mode of Service	Service Function Code	Estimated Units of Service	Payment Rate per UOS	FY 2022-23 Amount
2022-23	Case Management	15	01	9,555	\$2.56	\$24,461
	Mental Health Services	15	10, 30, 40, 45, 50	142,789	\$2.56	\$365,540
FY 2022-23 MAXIMUM LIABILITY						\$390,000
TOTAL MAXIMUM AGREEMENT LIABILITY FY 2021-2023						\$780,000

B. CASH FLOW ADVANCE PAYMENT RATE & QUARTERLY PAYMENT SCHEDULE

The Proyecto Contigo/With You Project, providing outreach and engagement services to residents of the Las Lomas, Pajaro and Royal Oaks region of Monterey County, shall be paid as Cash Flow Advances for a total maximum Agreement amount of **\$154,132.54** for **FY 2021-22 through FY 2022-23** as follows:

Program Description	Number of Service Months per Fiscal Year	Fiscal Year Total Amount
Proyecto Contigo/With You Project	10	\$75,828.77
	12	\$78,303.77

Quarterly Payment Schedule & Maximum Amount Per Quarter				
Fiscal Year Period	Quarter 1	Quarter 2	Quarter 3	Quarter 4
09/01/2021 – 06/30/2022	\$ 7,583	\$ 22,749	\$ 22,749	\$ 22,749
07/01/2022 – 06/30/2023	\$ 19,576	\$ 19,576	\$ 19,576	\$ 19,576

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 negotiated rate, which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The COUNTY negotiated rate shall be used until COUNTY establishes the COUNTY’S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable negotiated rates. In no case shall payments to CONTRACTOR exceed the negotiated rate. In addition to the negotiated rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum total amount of **\$934,133** for services rendered under this Agreement.
- B. Funding source and estimated amounts per Fiscal Year (FY). The County retains the right to adjust the funding sources as may be required during the term of this Agreement.

Fiscal Year	MHSA PEI	MH FFP	2011 Realignment	Total Amount Per Fiscal Year
FY 2021-22	\$ 118,729	\$ 214,500	\$ 132,600	\$ 465,829
FY 2022-23	\$ 121,204	\$ 214,500	\$ 132,600	\$ 468,304

C. Maximum Annual Liability:

FISCAL YEAR	AMOUNT
July 1, 2021 – June 30, 2022	\$465,829
July 1, 2022 – June 30, 2023	\$468,304
TOTAL MAXIMUM LIABILITY	\$934,133

- D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- E. 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.
- F. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only

to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system.

Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
 - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
 - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective September 1, 2021, 20__ (“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 Pajaro Valley Prevention & Student Assistance, 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, 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.

May 2021

(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

May 2021

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;

May 2021

(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;

May 2021

(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

May 2021

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.

May 2021

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:

Pajaro Valley Prevention & Student Assistance

Attn: Erica Padilla-Chavez, MPA

335 East Lake Avenue

Watsonville, CA 95076

Phone: (831) 728-6476

Fax: (831) 761-6011

Email: epadillachavez@pvpsa.org

If to Covered Entity, to:

County of Monterey Health Department

Attn: Compliance/Privacy Officer

1270 Natividad Road

Salinas, CA 93906

Phone: 831-755-4018

Fax: 831-755-4797

Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

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.

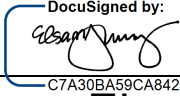
5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, 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

By: 
C7A30BA59CA8423...
 Print Name Elsa M. Jimenez
 Print Title Director of Health
 Date: 9/3/2021 | 4:27 PM PDT

COVERED ENTITY

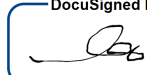
By: 
093D12AC8507472...
 Print Name: Erica Padilla-Chavez
 Print Title: Chief Executive Officer
 Date: 8/5/2021 | 4:40 PM PDT

EXHIBIT G-1: Behavioral Health Cost Reimbursement Invoice

Contractor: Pajaro Valley Prevention & Student Assistance, Inc.

Address Line 1 335 East Lake Avenue

Address Line 2 Watsonville, CA 95076

Tel. No.: (831) 728-6476

Fax No.: (831) 761-6011

Contract Term: July 1, 2021 - June 30, 2023

Invoice Number:

County PO No.:

Invoice Period:

Final Invoice: ☐ (Check if Yes)

BH Division: Mental Health

BH Control Number

Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2021-22	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining UOS Deliverables	% of Remaining Deliverables	Total Annual Contract Amount	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Case Management	5		\$2.56	9,555					9,555	100%	\$ 24,461				\$ 24,461	100%
Mental Health Services	5		2.56	142,789					142,789	100%	\$ 365,540				\$ 365,540	100.0%
TOTALS											\$ 390,000					

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: _____
Title: _____

Date: _____
Telephone: _____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

EXHIBIT G-1: Behavioral Health Cost Reimbursement Invoice

Contractor:	Pajaro Valley Prevention & Student Assistance, Inc.
Address Line 1	335 East Lake Avenue
Address Line 2	Watsonville, CA 95076
Tel. No.:	(831) 728-6476
Fax No.:	(831) 761-6011
Contract Term:	July 1, 2021 - June 30, 2023

Invoice Number:

County PO No.:

Invoice Period:

Final Invoice: ☐ (Check if Yes)

BH Division:	Mental Health
--------------	---------------

BH Control Number

Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2022-23	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining UOS Deliverables	% of Remaining Deliverables	Total Annual Contract Amount	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Case Management	5		\$2.56	9,555					9,555	100%	\$ 24,461				\$ 24,461	100%
Mental Health Services	5		\$2.56	142,789					142,789	100%	\$ 365,540				\$ 365,540	100.0%
TOTALS											\$ 390,000					

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: _____
Title: _____

Date: _____
Telephone: _____

Send to:
MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment	
Authorized Signatory	Date

EXHIBIT G-1: Behavioral Health Cost Reimbursement Invoice

Contractor:Pajaro Valley Prevention & Student Assistance, Inc.

Address Line 1335 East Lake Avenue

Address Line 2Watsonville, CA 95076

Tel. No.:(831) 728-6476

Fax No.:(831) 761-6011

Contract Term:July 1, 2021 - June 30, 2023

BH Division:Mental Health

Invoice Number:

County PO No.:

Invoice Period:

Final Invoice: (Check if Yes)

BH Control Number

Payment Provisions	Total Maximum Amount FY 2021-22	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #2: Proyecto Contigo, beginning September 1, 2021, 10 months of service for an annual FY22 total not to exceed \$75,829; Please refer to Exhibit B-1 for Quarterly Payment Schedule and Amounts.	\$ 75,829			\$ 75,829	100%
TOTALS	\$ 75,829	\$ -	\$ -	\$ 75,829	

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:

Title:

Date:

Telephone:

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory

Date

572

EXHIBIT G-1: Behavioral Health Cost Reimbursement Invoice

EXHIBIT G-1: Behavioral Health Cost Reimbursement Invoice					
Contractor: Pajaro Valley Prevention & Student Assistance, Inc.					Invoice Number: <input style="width: 150px;" type="text"/>
Address Line 1 335 East Lake Avenue					County PO No.: <input style="width: 150px;" type="text"/>
Address Line 2 Watsonville, CA 95076					Invoice Period: <input style="width: 150px;" type="text"/>
Tel. No.: (831) 728-6476					
Fax No.: (831) 761-6011					
Contract Term: July 1, 2021 - June 30, 2023					
BH Division: Mental Health					BH Control Number <input style="width: 100px;" type="text"/>

Payment Provisions	Total Maximum Amount FY 2022-23	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #2: Proyecto Contigo, 12 months of service at \$19,576 per Quarter, for an annual FY23 total not to exceed \$78,304.	\$ 78,304			\$ 78,304	100%
TOTALS	\$ 78,304	\$ -	\$ -	\$ 78,304	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment	
		Authorized Signatory _____	Date _____

EXHIBIT H-1

**PVPSA
BUDGET AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health**

PROGRAM: PROYECTO CONTIGO/WITH YOU PROJECT

	FY 2021-22	FY 2022-23
A. <u>PROGRAM REVENUES</u>		
Requested Monterey County Funds	\$ 75,828.77	\$ 78,303.07
Other Program Revenues	\$ 39,327.75	\$ 40,507.58
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$ 115,156.52	\$ 118,810.65

B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.

1 Program Expenditures		
2 Salaries and wages	\$ 28,083.60	\$ 28,926.11
3 Payroll taxes	\$ 2,373.06	\$ 2,444.26
4 Employee benefits	\$ 11,233.44	\$ 11,570.44
5 Workers Compensation	\$ 43.81	\$ 45.12
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	\$ -	\$ -
7 Temporary Staffing	\$ -	\$ -
8 Flexible Client Spending (please provide supporting documents)	\$ -	\$ -
9 Client Transportation Costs and staff mileage	\$ -	\$ -
10 Employee Travel and Conference	\$ -	\$ -
11 Staff Training	\$ -	\$ -
12 Communication Costs	\$ -	\$ -
13 Utilities	\$ 4,031.45	\$ 4,152.39
14 Cleaning and Janitorial	\$ -	\$ -
15 Insurance and Indemnity	\$ -	\$ -
16 Maintenance and Repairs - Buildings	\$ -	\$ -
17 Maintenance and Repairs - Equipment	\$ -	\$ -
18 Printing and Publications	\$ -	\$ -
19 Memberships, Subscriptions and Dues	\$ -	\$ -
20 Office Supplies	\$ 2,000.00	\$ 2,060.00
21 Postage and Mailing	\$ -	\$ -
22 Legal Services (when required for the administration of the County Programs)	\$ -	\$ -
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ -	\$ -
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$ 7,000.00	\$ 7,210.00
25 Rent and Leases - building and improvements	\$ -	\$ -
26 Rent and Leases - equipment	\$ -	\$ -
27 Taxes and assessments	\$ -	\$ -
28 Interest in Bonds	\$ -	\$ -
29 Interest in Other Long-term debts	\$ -	\$ -

EXHIBIT H-1

		FY 2021-22	FY 2022-23
30	Other interest and finance charges	\$ -	\$ -
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$ -	\$ -
32	Miscellaneous (please provide details) 1 Laptop / Maint	\$ 1,500.00	\$ 375.00
33	Total Program Expenditures	\$ 56,265.36	\$ 56,783.32
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.			
35	Salaries and wages (please include personnel and contract administration)	\$ 13,736.90	\$ 15,110.59
36	Payroll taxes	\$ 116.08	\$ 127.68
37	Employee benefits	\$ 5,494.76	\$ 6,044.24
38	Workers Compensation	\$ 215.67	\$ 237.24
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		
52	Rent and Leases - building and improvements		
53	Rent and Leases - equipment		
54	Taxes and assessments		
55	Interest in Bonds		
56	Interest in Other Long-term debts	-	
57	Other interest and finance charges		
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		
59	Miscellaneous (please provide details)		
60	Total Administrative Expenditures	\$ 19,563.41	\$ 21,519.75
61	Depreciation Expense		
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
63	Total Allowable Program Expenditures	\$ 75,828.77	\$ 78,303.07



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-15379

- 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.

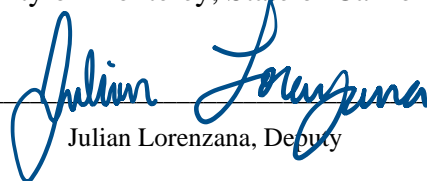
PASSED AND ADOPTED on this 22nd day of June 2021, by roll call vote:

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 22, 2021.

Dated: June 30, 2021
File ID: A 21-319
Agenda Item No.: 45

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


Julian Lorenzana, Deputy

**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 **PAJARO VALLEY PREVENTION AND STUDENT ASSISTANCE, INC.** (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: outpatient mental health services to Medi-Cal beneficiaries identified by the Contractor who reside in the North Monterey County region of Pajaro and Las Lomas.

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

- EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: COST REIMBURSEMENT INVOICE FORM
- EXHIBIT H: BUDGET AND EXPENDITURE REPORT
- EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

III. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **July 1, 2021** and shall remain in effect until **June 30, 2023**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days’ advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 1. CONTRACTOR’S failure to comply with COUNTY’S Utilization Review procedures;
 2. CONTRACTOR’S failure to abide by Grievance decisions;
 3. CONTRACTOR’S failure to meet COUNTY qualification criteria;
 4. CONTRACTOR’S failure to submit Annual Reports, Provider’s Certification, and accompanying audited financial statement, CONTRACTOR’S Year-End Cost Report Settlement and/or other supporting documents in accordance with the

terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
 6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
 7. CONTRACTOR loses its licensure or certification;
 8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
 9. Breach by CONTRACTOR of any confidentiality obligation;
 10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
 11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
 12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
 13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
 14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by 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

Katy Eckert, MBA
Behavioral Health Bureau Chief
1270 Natividad Road
Salinas, CA 93906
(831) 755-4580

CONTRACTOR

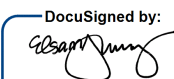
Erica Padilla-Chavez
Chief Executive Officer
335 East Lake Ave.
Watsonville, CA 95076
(831) 728-6300

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:  _____
DocuSigned by:
C7A30BA59CA8423...
Department Head (if applicable)

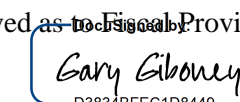
Date: 6/30/2021 | 2:50 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹
By:  _____
DocuSigned by:
65EE9F1502BD412...
County Counsel

Date: 6/3/2021 | 10:17 AM PDT

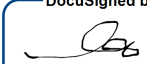
Approved as to Fiscal Provisions²
By:  _____
DocuSigned by:
D3834BEFC1D8449...
Auditor/Controller

Date: 6/3/2021 | 10:30 AM PDT

Approved as to Liability Provisions³
By: _____
Risk Management

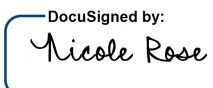
Date: _____

PAJARO VALLEY PREVENTION AND STUDENT ASSISTANCE, INC.

By: _____
Contractor's Business Name*
 _____
DocuSigned by:
093D7CA68602472...
(Signature of Chair, President, or Vice-President) *

Erica Padilla-Chavez, Chief Executive Officer
Name and Title

Date: 6/1/2021 | 11:23 PM PDT

By:  _____
DocuSigned by:
75A64BAC16A4475...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Nicole Rose, Controller

Name and Title

Date: 6/2/2021 | 8:25 AM PDT

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.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

*Pajaro Valley Prevention and Student Assistance, Inc.
Mental Health Services Agreement
July 1, 2021 – June 30, 2023*

EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Pajaro Valley Prevention and Student Assistance, Inc. (“PVPSA”)
335 East Lake Avenue
Watsonville, CA 95076

II. PROGRAM NARRATIVE

Contractor will provide mental health services to North Monterey County children between 0-5 years of age, and school-age children attending schools in the Pajaro/Las Lomas area and their family members who are Medi-Cal eligible and who have a broad range of mental health needs. Contractor will provide Spanish and Mixteco translation and interpretation services to meet the needs of the population served.

III. PROGRAM GOALS

To enable children and their families to overcome impairments to functioning in day-to-day life by providing therapeutic services as required.

IV. OBJECTIVES

Assist approximately 121 children in developing age appropriate skills in order to manage their impairment(s) and be able to function in day-to-day life.

V. TREATMENT SERVICES

A. **Mode of Service:** Outpatient Mental Health Services

B. **Contracted Units of Service by Service Type:** Case Management/Brokerage and Mental Health estimated units of service are per minute per Fiscal Year (FY):

Avatar Program Code/Name: B4CSOC/PVPSA Mental Health Services

Avatar Program Code/Name (Ages 0-5): 05B4CSOC

Service Type	Mode of Service	Service Function Code	FY 2021-22 Est. Units of Service	FY 2022-23 Est. Units of Service
Case Management	15	01	9,555	9,555
Mental Health Services	15	10, 30, 40, 45, 50	142,789	142,789

C. Delivery Site: At school sites and the following:

240 E. Lake Avenue*
Watsonville, CA 95076

335 E. Lake Avenue*
Watsonville, CA 95076

411 E. Lake Avenue*
Watsonville, CA 95076

** Each site has been Medi-Cal certified by Santa Cruz County.*

Porter-Vallejo Building**
29 Bishop Street
Pajaro, CA 95076

***Services shall be less than 19 hours per week.*

VI. POPULATION/CATCHMENT AREA TO BE SERVED

Monterey County children between 0 to 5 years of age and school-age children and their families attending schools in the North Monterey County area (Pajaro/Las Lomas) who are Medi-Cal eligible and who require mental health services.

VII. FINANCIAL ELIGIBILITY

All Medi-Cal eligible Monterey County children and family members identified by the Contractor as children in need of mental health services.

VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

All Medi-Cal eligible clients.

IX. LEGAL STATUS

Voluntary.

X. REPORTING REQUIREMENTS

Contractor will meet regularly with the Deputy Director Children's Behavioral Health Service Manager to monitor progress of program outcomes. Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County's ongoing Prevention & Early Intervention (PEI) Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

XI. COVERAGE

Mental Health Services as designated on the case plan.

XII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director of Behavioral Health, Child & Adolescent Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

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EXHIBIT B:

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPE

Provisional Rate.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOTIATED RATE

The following program services will be paid in arrears at the negotiated rates as follows:

Pajaro Valley Prevention and Student Assistance Provisional Rates						
Fiscal Year	Type of Service	Mode of Service	Service Function Code	Estimated Units of Service	Payment Rate per UOS	FY 2021-22 Amount
2021-22	Case Management	15	01	9,555	\$2.56	\$24,461
	Mental Health Services	15	10, 30, 40, 45, 50	142,789	\$2.56	\$365,540
FY 2021-22 MAXIMUM LIABILITY						\$390,000
Fiscal Year	Type of Service	Mode of Service	Service Function Code	Estimated Units of Service	Payment Rate per UOS	FY 2022-23 Amount
2022-23	Case Management	15	01	9,555	\$2.56	\$24,461
	Mental Health Services	15	10, 30, 40, 45, 50	142,789	\$2.56	\$365,540
FY 2022-23 MAXIMUM LIABILITY						\$390,000
TOTAL MAXIMUM AGREEMENT LIABILITY FY 2021-2023						\$780,000

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 negotiated rate, which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The COUNTY negotiated rate shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable negotiated rates. In no case shall payments to CONTRACTOR exceed the negotiated rate. In addition to the negotiated rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as

to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be

taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$780,000** for services rendered under this Agreement.
- B. Funding source and estimated amounts per Fiscal Year (FY). The County retains the right to adjust the funding sources as may be required during the term of this Agreement.

Fiscal Year	MHSA PEI	MH FFP	2011 Realignment	Total Amount per FY
FY 2021-22	\$42,900	\$214,500	\$132,600	\$390,000
FY 2022-23	\$42,900	\$214,500	\$132,600	\$390,000

- D. Maximum Annual Liability:

FISCAL YEAR	AMOUNT
July 1, 2021 – June 30, 2022	\$390,000
July 1, 2022 – June 30, 2023	\$390,000
TOTAL MAXIMUM LIABILITY	780,000

- D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- E. 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.
- F. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement

activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day

time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.

2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

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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.

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.

DocuSigned by:

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Signature of Authorized Representative
6/1/2021 | 11:23 PM PDT

Date

*Pajaro Valley Prevention and Student Assistance, Inc.
Mental Health Services Agreement
July 1, 2021 – June 30, 2023*

Pajaro Valley Prevention and Student Assistance, Inc.

Business Name of Contractor

Erica Padilla-Chavez

Name of Authorized Representative (printed)

Chief Executive Officer

Title of Authorized Representative

EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. ☐ Employs fewer than fifteen persons;
 B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

C.

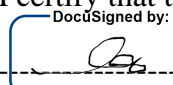
Contractor's Business Name		Pajaro Valley Prevention and Student Assistance, Inc.	
Name of Contractor's Designee		Erica Padilla-Chavez	
Title of Designee		Chief Executive Officer	
Street: 335 East Lake Ave.			
City: Watsonville		State: CA	Zip: 95076
IRS Employer Identification Number			
I certify that the above information is complete and correct to the best of my knowledge and belief.			
 Signature of Contractor		Date 6/1/2021 11:23 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, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

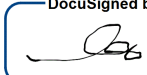
CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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.

DocuSigned by:

 093D12AC8507472...
 Signature of Authorized Representative
 6/1/2021 | 11:23 PM PDT

Date

*Pajaro Valley Prevention and Student Assistance, Inc.
 Mental Health Services Agreement
 July 1, 2021 – June 30, 2023*

Pajaro Valley Prevention and
 Student Assistance, Inc.
 Contractor (Organization Name)

Erica Padilla-Chavez
 Name of Authorized Representative (*printed*)

Chief Executive Officer _____
 Title of Authorized Representative

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **July 1, 2021** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **Pajaro Valley Prevention and Student Assistance, Inc.** (“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

*Pajaro Valley Prevention and Student Assistance, Inc.
Mental Health Services Agreement
July 1, 2021 – June 30, 2023*

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:

Pajaro Valley Prevention and Student Assistance, Inc.
335 East Lake Avenue
Watsonville, CA 95076
Attn: Erica Padilla-Chavez, Chief Executive Officer
Tel: (831) 728-6300
FAX: (831) 761-6011

If to Covered Entity, to:

Monterey County Behavioral Health
1270 Natividad Road
Salinas, CA 93906
Attn: Katy Eckert, MBA
Behavioral Health Bureau Chief
Tel: (831) 755-4580
FAX: (831) 755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

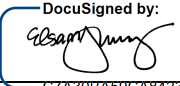
5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF
OF THE HEALTH DEPARTMENT**

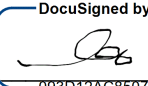
By:  DocuSigned by:
C7A30BA59CA8423...

Print Name: Elsa M. Jimenez

Print Title: Director of Health

Date: 6/30/2021 | 2:50 PM PDT

**PAJARO VALLEY PREVENTION AND
STUDENT ASSISTANCE, INC.**

By:  DocuSigned by:
093D12AC8507472...

Print Name: Erica Padilla-Chavez

Print Title: Chief Executive Officer

Date: 6/1/2021 | 11:23 PM PDT

BAA- Health Department Revised 12/12/2014

EXHIBIT G: Behavioral Health Cost Reimbursement Invoice

Contractor:Pajaro Valley Pevention & Student Assistance, Inc.

Address Line 1335 East Lake Avenue

Address Line 2Watsonville, CA 95076

Tel. No.:831-728-6300

Fax No.:831-761-6011

Contract Term:July 1, 2021 - June 30, 2023

Invoice Number:

County PO No.:

Invoice Period:

Final Invoice: |(Check if Yes)

BH Division:Mental Health

BH Control Number

Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2021-22	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining UOS Deliverables	% of Remaining Deliverables	Total Annual Contract Amount	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Case Management	5		\$2.56	9,555					9,555	100%	\$ 24,461				\$ 24,461	100%
Mental Health Services	5		2.56	142,789					142,789	100%	\$ 365,540				\$ 365,540	100.0%
TOTALS											\$ 390,000					

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: _____
Title: _____

Date: _____
Telephone: _____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory

Date

Pajaro Valley Prevention & Student Assistance

REVENUE AND EXPENDITURE SUMMARY

For Monterey County - Behavioral Health

Fiscal Year 2021-22

	Service Description	Service Function Code	Total Units of Service FY 21-22	
	Case Management	01	9,555	
	Mental Health Services	10,30,40	142,789	
		Actual FY 2019-20	Estimated FY 2020-21	Requested FY 2021-22
A. PROGRAM REVENUES				
Provisional Rate Services:				
	MHSA - PEI Funds	\$ 42,900	\$ 42,900	\$ 42,900
	2011 Realignment Funds	\$ 132,600	\$ 132,600	\$ 132,600
	Federal Financial Participation (estimated)	\$ 214,500	\$ 214,500	\$ 214,500
	Total Requested Monterey County Funds	\$ 390,000	\$ 390,000	\$ 390,000
	Other Program Revenues	\$ -	\$ -	\$ -
	TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$ 390,000	\$ 390,000	\$ 390,000
B. ALLOWABLE PROGRAM EXPENDITURES				
1 Program Expenditures				
2	Salaries and wages	\$ 216,577.19	\$213,355.90	\$ 216,577.19
3	Payroll taxes	\$ 18,300.77	\$ 18,028.57	\$ 18,300.77
4	Employee benefits	\$ 68,330.10	\$ 85,342.36	\$ 68,330.10
5	Workers Compensation		\$ -	\$ -
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		\$ -	\$ -
7	Temporary Staffing	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
8	Flexible Client Spending (please provide supporting documents)		\$ -	\$ -
9	Client Transportation Costs and staff mileage	\$ 1,000.00	\$ 250.00	\$ 1,000.00
10	Employee Travel and Conference		\$ -	\$ -
11	Staff Training	\$ 2,000.00	\$ 600.00	\$ 2,000.00
12	Communication Costs	\$ 9,000.00	\$ 7,800.00	\$ 9,000.00
13	Utilities	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00
14	Cleaning and Janitorial		\$ -	
15	Insurance and Indemnity	\$ 2,000.00	\$ 1,200.00	\$ 2,000.00
16	Maintenance and Repairs - Buildings	\$ 2,000.00	\$ 1,800.00	\$ 2,000.00
17	Maintenance and Repairs - Equipment	\$ 1,000.00	\$ 150.00	\$ 1,000.00
18	Printing and Publications	\$ 500.00	\$ 350.00	\$ 500.00
19	Memberships, Subscriptions and Dues	\$ 500.00	\$ 500.00	\$ 500.00
20	Office Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
21	Postage and Mailing	\$ 200.00	\$ 200.00	\$ 200.00
22	Legal Services (when required for the administration of the County Programs)	\$ 2,700.00	\$ -	\$ 2,700.00
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ 6,450.00	\$ 2,500.00	\$ 6,450.00
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)		\$ -	\$ -
25	Rent and Leases - building and improvements	\$ 6,000.00	\$ 4,200.00	\$ 6,000.00
26	Rent and Leases - equipment		\$ -	\$ -
27	Taxes and assessments	\$ 3,000.00	\$ 2,000.00	\$ 3,000.00
28	Interest in Bonds		\$ -	\$ -
29	Interest in Other Long-term debts		\$ -	\$ -
30	Other interest and finance charges	\$ 35,441.94	\$ 27,000.00	\$ 35,441.94

		Actual FY 2019-20	Estimated FY 2020-21	Requested FY 2021-22
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$ 500.00	\$ 300.00	\$ 500.00
32	Miscellaneous (please provide details)	\$ 3,500.00	\$ -	\$ 3,500.00
33	Total Program Expenditures	\$ 390,000.00	\$376,076.83	\$ 390,000.00
34 Administrative Expenditures				
35	Salaries and wages (please include personnel and contract administration)			
36	Payroll taxes			
37	Employee benefits			
38	Workers Compensation			
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
40	Transportation, Travel, Training and Conferences			
41	Data Processing			
42	Utilities			
43	Cleaning and Janitorial			
44	Insurance and Indemnity			
45	Maintenance and Repairs - Buildings			
46	Maintenance and Repairs - Equipment			
47	Memberships, Subscriptions and Dues			
48	Office Supplies			
49	Postage and Mailing			
50	Legal Services (when required for the administration of the County Programs)			
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			
52	Rent and Leases - building and improvements			
53	Rent and Leases - equipment			
54	Taxes and assessments			
55	Interest in Bonds			
56	Interest in Other Long-term debts			
57	Other interest and finance charges			
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
59	Miscellaneous (please provide details)			
60	Total Administrative Expenditures			
61	Depreciation Expense			
62	Total Allowable Program Expenditures	\$ 390,000.00	\$376,076.83	\$ 390,000.00
		Actual FY 2019-20	Estimated FY 2020-21	Requested FY 2021-22

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	TOTAL	TOTAL	TOTAL
Clinicians 3.0	\$ 182,512.18	\$171,470.45	\$ 182,512.18
Admin Assistant QI	\$ 5,599.58	\$ 6,719.50	\$ 5,599.58
Quality Improvement/Assurance	\$ 559.69	\$ 1,679.07	\$ 559.69
Clinical Supervisor	\$ 16,429.32	\$ 19,715.18	\$ 16,429.32
BH Director	\$ 3,238.72	\$ 3,886.46	\$ 3,238.72
Receptionist	\$ 8,237.70	\$ 9,885.24	\$ 8,237.70
Total	\$ 216,577.19	\$213,355.90	\$ 216,577.19

EXHIBIT I:
ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDIT

I. ANNUAL REPORT(S)

- A. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with accurate and complete Annual Report(s) known as the State Cost Report, the Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports, and the Annual Report(s), as applicable and required by the COUNTY (numbered (1)-(3) in Section XIV (A) in electronic forms and hard copies along with duly signed Provider's Certification and copy of audited financial statement and/or other supporting documents that the COUNTY may require, by the due date specified in this Exhibit I, Section I., Paragraph C.
- B. An accurate and complete State Cost Report and/or Annual MHSA Revenue and Expenditure Report shall be defined as Annual Report(s) which is (are) completed to the best of the ability of CONTRACTOR on such forms or in such formats as specified by the COUNTY and consistent with such instructions as the COUNTY may issue and are based on the best available data and based on the CONTRACTOR'S Financial Summary applicable to the fiscal year. Further, CONTRACTOR shall certify under penalty of perjury that the CONTRACTOR has not violated any of the provisions of Section 1090 through 1096 of the Government Code and with respect to MHSA funding; is in compliance with California Code of Regulations, Title 9, Division 1, Chapter 14, Article 4, Section 3410, Non-Supplant and Article 5, Section 3500, non-Supplant Certification and Reports; that the amount for which reimbursement is claimed in the Annual Report(s) is in accordance with Chapter 3, Part 2. Division 5 of the Welfare and Institutions Code; and WIC Section 5891 and that to the best of the CONTRACTOR'S knowledge and belief the information on Annual Report(s) is (are) in all respects, correct, and in accordance with the law.
- C. The Annual Report(s) shall be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) days following the expiration or termination date of this Agreement, or forty-five (45) days after the COUNTY transmits the cost report template electronically to the CONTRACTOR, whichever occurs later. Should the due date fall on a weekend, such report(s) shall be due on the following business day.
 1. Failure to submit the Annual Report(s) within thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C) is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:
 - a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Annual Report(s) is (are) outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the Annual Report(s) is (are) submitted. If COUNTY exercises its discretion to disallow

claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C), of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the Annual Report(s) to avoid disallowance of claims or withholding of payments.

- b. In such instance that CONTRACTOR does not submit the Annual Report(s) by thirty (30) calendar days after the applicable due date specified in this Exhibit I, Section I, Subsection (C), COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the Annual Report(s) is (are) outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.
- D. The Annual Report(s) shall be prepared by the CONTRACTOR in accordance with the instructions, rules, policies and procedures established by the Federal governments, State and COUNTY.

II. COST REPORT SETTLEMENT

- A. CONTRACTOR shall submit the CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY based on the Annual Report(s) submitted pursuant to this Exhibit I of this Agreement, for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is (are) outstanding.
 - 1. Failure to submit the CONTRACTOR'S Year-End Cost Report Settlement within thirty (30) calendar days after the due date specified by written notice of the COUNTY is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:
 - a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the CONTRACTOR'S Year-End Cost Report Settlement is submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified by the COUNTY, of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the CONTRACTOR'S Year-

End Cost Report Settlement to avoid disallowance of claim(s) or withholding of payment(s).

- b. In such instance that CONTRACTOR does not submit the CONTRACTOR'S Year-End Cost Report Settlement by thirty (30) calendar days after the applicable due date specified by written notice of the COUNTY, COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.
- B. All payments made to the CONTRACTOR and the actual Federal Financial Participation (FFP) revenue generated by the CONTRACTOR shall be reconciled with CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement. CONTRACTOR'S Year-End Cost Report Settlement shall be based upon the allowable costs as stipulated in Exhibit B, Section VI, Subsection B, less any deductible revenues collected by CONTRACTOR from other payor sources. FFP revenue shall be based upon the FFP claimed by the CONTRACTOR in accordance to the provision of Exhibit B and the reconciled amount of FFP as reflected in the State Cost Report Settlement. Such settlement shall be subject to the terms and conditions of this Agreement and all other applicable Federal, State and local statutes, regulations, policies, procedures and/or other requirements. In addition, audit procedures may be performed by the COUNTY in accordance with the Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.
- C. COUNTY shall issue its findings regarding CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement ("COUNTY'S Findings") at any time after the COUNTY received the calculation of the cost settlement from the CONTRACTOR and/or COUNTY completed the State Cost Settlement process.
1. As part of its cost report settlement, COUNTY shall identify any amounts due to CONTRACTOR by the COUNTY or due from the CONTRACTOR to the COUNTY.
 2. Upon issuance of the COUNTY'S Findings, CONTRACTOR may, within thirty (30) calendar days, submit a written request to the COUNTY for review of the Findings.
 - a. Upon receipt by COUNTY of the CONTRACTOR'S written request, the COUNTY shall, within thirty (30) calendar days, meet with the CONTRACTOR to review the COUNTY'S Findings and to consider any documentation or information presented by the CONTRACTOR. CONTRACTOR may waive such meeting and elect to proceed based on written submission at its sole discretion.

- b. Within thirty (30) calendar days of the meeting specified in Subsection C., 2., a. above, or if no meeting is requested, within thirty (30) calendar days of the issuance of the COUNTY'S Findings, COUNTY shall issue a final cost report settlement finding to the CONTRACTOR including confirming or adjusting any amounts due to CONTRACTOR by the COUNTY or due from CONTRACTOR to the COUNTY.
3. In the event that the COUNTY'S Findings indicates that the CONTRACTOR is due payment from the COUNTY, COUNTY shall make payment to CONTRACTOR within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2., b. above, whichever is later.
4. In the event that the COUNTY'S Findings indicates that the CONTRACTOR owes payments to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2. b. above, whichever is later. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
5. Regardless of any other provision of this Section II, reimbursement to CONTRACTOR shall not exceed the Maximum Contract Amount and shall not exceed the Maximum Program Amount for each Funded Program, as identified in Exhibit B.

III. COST REPORT TRAINING

CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further cost report training as needed and/or as required according to changes in the State cost report requirements. Failure by the CONTRACTOR to attend the one-time mandatory cost report training, and subsequent training(s), as needed and requested by the COUNTY, may result in disallowance of any claims for payment. If CONTRACTOR continues to neglect attendance to scheduled training(s), claims for payment shall be disallowed due to delayed training completion or non-compliance.

IV. AUDIT(S) AND AUDIT APPEALS

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the Monterey County's Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students

Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
 - 1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
 - 2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
 - 3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
 - 1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
 - 2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
 - 3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
 - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

- b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report within which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

IV. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

- 1. paid in one cash payment by CONTRACTOR to COUNTY;
 - 2. deducted from future claims over a period not to exceed six (6) months;
 - 3. deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
 - 4. paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; or
 - 5. a combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.



Monterey County

Item No.30

Board Report

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

Legistar File Number: A 22-487

September 13, 2022

Introduced: 8/31/2022

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 Amendment No. 3 with SkillSurvey Inc., increasing the amount by \$48,376 for a total Agreement not to exceed, \$176,917, for online employment reference assessment software system for a total term from September 18, 2013 through September 17, 2025; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to approve one (1) additional amendment not to exceed ten percent (10%) of the Amended Agreement of \$17,691 and will not significantly alter the scope of the subscription service.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 with SkillSurvey Inc., increasing the amount by \$48,376 for a total Agreement not to exceed, \$176,917, for online employment reference assessment software system for a total term from September 18, 2013 through September 17, 2025; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to approve one (1) additional amendment not to exceed ten percent (10%) of the Amended Agreement of \$17,691 and will not significantly alter the scope of the subscription service.

SUMMARY/DISCUSSION:

The Monterey County Health Department (MCHD) has been successfully using SkillSurvey Inc. (SkillSurvey) since 2013. SkillSurvey provides an automated online hiring reference check tool that has assisted MCHD Human Resources professionals with the ability to work with job candidates for a timely completion of the reference check process and provide hiring managers with a comprehensive candidate report to evaluate the candidates being considered.

The Agreement, along with subsequent Amendments contain non-standard payment provisions with each annual payment due at the beginning of the annual term. Because of the low risk nature of this Agreement, the industry standard of prepayment for software services and the successful use of the service since 2013, MCHD recommends the approval of these non-standard terms.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 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 Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department's (HEA014-8438) Fiscal Year (FY) 2022-23 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

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: Juanita Sanders, Management Analyst II, 755-5494

Approved by:

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

Attachments:

Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement



Monterey County

Item No.

Board Report

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

Legistar File Number: A 22-487

September 13, 2022

Introduced: 8/31/2022

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 Amendment No. 3 with SkillSurvey Inc., increasing the amount by \$48,376 for a total Agreement not to exceed, \$176,917, for online employment reference assessment software system for a total term from September 18, 2013 through September 17, 2025; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to approve one (1) additional amendment not to exceed ten percent (10%) of the Amended Agreement of \$17,691 and will not significantly alter the scope of the subscription service.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 with SkillSurvey Inc., increasing the amount by \$48,376 for a total Agreement not to exceed, \$176,917, for online employment reference assessment software system for a total term from September 18, 2013 through September 17, 2025; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to approve one (1) additional amendment not to exceed ten percent (10%) of the Amended Agreement of \$17,691 and will not significantly alter the scope of the subscription service.

SUMMARY/DISCUSSION:

The Monterey County Health Department (MCHD) has been successfully using SkillSurvey Inc. (SkillSurvey) since 2013. SkillSurvey provides an automated online hiring reference check tool that has assisted MCHD Human Resources professionals with the ability to work with job candidates for a timely completion of the reference check process and provide hiring managers with a comprehensive candidate report to evaluate the candidates being considered.

The Agreement, along with subsequent Amendments contain non-standard payment provisions with each annual payment due at the beginning of the annual term. Because of the low risk nature of this Agreement, the industry standard of prepayment for software services and the successful use of the service since 2013, MCHD recommends the approval of these non-standard terms.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 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:

Legistar File Number: A 22-487

The Office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department's (HEA014-8438) Fiscal Year (FY) 2022-23 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

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:

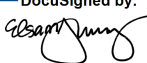
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐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: Juanita Sanders, Management Analyst II, 755-5494

Approved by:

DocuSigned by:

C7A30BA59CA8423...

Date: 9/1/2022 | 2:19 PM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 3

Amendment No. 2

Amendment No. 1

Agreement

Legistar File Number: A 22-487

AMENDMENT No. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND SKILLSURVEY, INC.

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of on-line reference assessment by and between, **SKILLSURVEY, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT in the amount of \$37,808 for the provision of on-line reference assessment, dated September 18, 2013; and

WHEREAS, the County and CONTRACTOR entered into an AMENDMENT No. 1 to said AGREEMENT increasing the total amount of the AGREEMENT to \$82,469, extending the term of the AGREEMENT to September 17, 2019, among other things; and

WHEREAS, the County and CONTRACTOR entered into an AMENDMENT No. 2 to said AGREEMENT extending the term of the AGREEMENT to September 17, 2022 and replacing Exhibit B, SkillSurvey Unlimited Order Form to increase the total of the Agreement to \$128,541.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT effective September 18, 2022 to September 17, 2025 and replace Exhibit B, SkillSurvey Unlimited Order Form to increase the total of the Agreement to \$176,917.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. Paragraph 2, “Payment Provisions”, shall be amended by removing** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$128,541.**” **And replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$176,917**”.
- 2. Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from **September 18, 2013 to September 17, 2022**, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from **September 18, 2013 to September 17, 2025**, unless sooner terminated pursuant to the terms of this Agreement”.
- 3. EXHIBIT B-3 SkillSurvey, Inc. Unlimited Order Form replaces Exhibit B SkillSurvey Inc. Order Form.** All references in the AGREEMENT to Exhibit B-3 shall be construed to refer to Exhibit B. This Exhibit B-3 modifies the Fee schedules Effective September 18, 2022 through September 17, 2025.

4. 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.
5. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT dated September 18, 2013.

******* *Signature Page to Follow* *******

IN WITNESS WHEREOF, County and CONTRACTOR have executed this AMENDMENT No. 3 on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Gary Giboney Gary Giboney
D3834BEFC1D8449
Deputy Auditor/Controller

Dated: _____ Chief Deputy Auditor
8/30/2022 | 5:06 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Stacy Saetta Stacy Saetta
C0EFC1B99F444A9
Deputy County Counsel

Dated: _____ Chief Deputy County Counsel.
8/30/2022 | 4:49 PM PDT

Director of Health

Dated: _____

CONTRACTOR

DocuSigned by:

By: *Ray Bixler*

Signature of Chair, President, or
Vice-President

Ray Bixler CEO & President

Printed Name and Title

Dated: 8/30/2022 | 10:40 AM PDT

DocuSigned by:

By: *Doug Shattuck*

Controller
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Doug Shattuck CFO

Printed Name and Title

Dated: 8/30/2022 | 12:26 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.



EXHIBIT B-3

Multiyear Reference Order Form

Customer Name:

County of Monterey on behalf of the
Health Department

Type of Order

New:

Skillsurvey Contact:

Wardak

Proposal Expires

9/17/2022

Expansion:

Renewal: X

Effective Date

End Date

Contract Effective

09/18/22

09/17/25

Service Item	Affected Employee Population: 980	Fees
SkillSurvey Reference®		\$15,778
SkillSurvey Source®		N/A
SkillSurvey Post-Hire™		N/A
Set-up and Training	Included	
Service and Maintenance Fees		\$789
	Subtotal	\$16,567

Additional Multiyear Reference Order Form Comments:

Multi year contract (Y/N) Y

Billing for Year 1 \$16,567

Billing for Year 2 \$16,070 3% credit

Billing for Year 3 \$15,739 5% credit

Total Commitment \$48,376

* This is not an invoice, all applicable sales taxes will be applied to your invoice

Special Terms

Payment of \$16,567 is due within 60 days of receipt of invoice. Year 2 will be invoiced on September 2023 and Year 3 will be invoiced on September 2024 with all payments due within 60 days of receipt of invoice. AEP includes the following categories: All employees. Please sign, date, and email to contracts@skillsurvey.com or FAX all pages of the agreement to: 347-438-3000. We appreciate your business!

AFFECTED EMPLOYEE POPULATION

SkillSurvey will not increase fees during the Initial Term of this agreement unless Customer's Affected Employee Population (AEP) increases by more than 10%. If the AEP during this Initial Term does increase by more than 10%, the pricing will be computed by taking the per employee price times the increased number of employees beyond that which is stated on the Order Form. Pricing will be prorated for remainder of the Term through a written Amendment to this Agreement that will be effective when signed by both County and SkillSurvey Inc.

SERVICE AND SUPPORT INFORMATION

Information on Support Services for SkillSurvey Customers is incorporated into this Agreement as Attachment #1.

TERMS OF USE

Initial term of this agreement is defined above by Contract Effective Date and End Date. Use of SkillSurvey Services by Subscriber is governed by the SkillSurvey Terms and Conditions found incorporated into this Agreement as Attachment #2.



Multiyear Reference Order Form

PAYMENT TERMS

SkillSurvey is hereby authorized to invoice for services on the date of execution of this Order Form and thereafter. All invoicing is to be transmitted electronically via email to Customer unless otherwise indicated.

CONFIDENTIALITY OF TERMS

County shall not disclose to the public or to any third party the terms and conditions or special pricing provisions contained in this Agreement, other than pursuant to the California Public Records Act.

ORDER COMMITMENT

This is a binding order for products and services from SkillSurvey and is effective as of the Contract Effective Date stated above. The person executing this commitment is fully authorized to execute this commitment on behalf of Customer. All products and services ordered herein are governed in all cases by the terms of the entire Agreement.

SERVICE ITEM DESCRIPTIONS

PLAN

A Statement of Work (SOW) is required for Survey Customization, Email Customization, and Private Label Branding.

MAINTENANCE AND SUPPORT

System updates, enhancements, and support for administrators, recruiters, candidates, and references are included.

SURVEY CUSTOMIZATION

Encompasses changes to existing surveys in our library as well as creation of new surveys.

TRAINING AND SET-UP

There is a initial fee that include Zoom/Microsoft Teams training and coaching for administrators and recruiters as well as provisioning and set-up on SkillSurvey servers.

	Customer Information	Billing Information
Customer	County of Monterey on behalf of the Health Department	County of Monterey on behalf of the Health Department
Contact	Cynthia Girard-Berry	Joe Ripley
Title	Department HR Manager	Finance Manager
Signature		
Date		
Address	1270 Natividad Road	1270 Natividad Road
City	Salinas	Salinas
State/Province	CA	CA
Postal Code	93906	93906
Country	US	US
Phone Number	831-755-4547	831-796-1250
Email ID	berryc@co.monterey.ca.us	ripleyJL@co.monterey.ca.us

AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SKILLSURVEY, INC.

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of on-line reference assessment by and between **SKILLSURVEY, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT in the amount of \$37,808 for the provision of on-line reference assessment, dated September 18, 2013; and

WHEREAS, the County and CONTRACTOR entered into AMENDMENT No. 1 to said AGREEMENT increasing the total amount of the AGREEMENT to \$82,469, extending the term of the AGREEMENT to September 17, 2019, among other things; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the Agreement to September 17, 2022 and replace Exhibit B, SkillSurvey Unlimited Order Form to increase the total of the Agreement to \$128,541.

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 to County to CONTRACTOR under this Agreement is not to exceed the sum of \$82,469, and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$128,541.
2. **Paragraph 3, "TERM OF AGREEMENT"**, shall be amended by removing "The term of this Agreement is from **September 18, 2013 to September 17, 2019**, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from **September 18, 2013 to September 17, 2022**, unless sooner terminated pursuant to the terms of this Agreement".
3. Exhibit B-2 SkillSurvey Inc. Unlimited Order Form replaces Exhibit B SkillSurvey Inc. Order Form. All references in the Agreement to Exhibit B or Exhibit B-2 shall be construed to refer to Exhibit B-2. This Exhibit B-2 modifies the Fee schedules Effective September 18, 2019 through September 17, 2022.
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 dated September 18, 2013.

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

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

Department Head

Dated: _____

CONTRACTOR

By: _____

Signature of Chair, President, or
Vice-President

Ray A. Bixler, CEO & President

Printed Name and Title

Dated: 8/27/2019

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Mark Norek, CFO

Printed Name and Title

Dated: 8/27/2019

*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.



Unlimited Order Form

Customer Name:

County of Monterey on behalf of the Health
Department

Type of Order

New ☐Expansion ☐Renewal ☒

SkillSurvey Contact:

Wardak

Proposal Expires

9/17/2019

Contract Effective

Effective Date

9/18/2019

End Date

9/17/2022

Service Item	Affected Employee Population	Price	Fees
SkillSurvey Reference TM	980	\$ 16.10	\$ 15,778
Passive Candidate Compiler	Included		
Set-up and Training	Included		
Annual Service & Support	Included		
	Subtotal	\$	15,778

Additional Unlimited Order Form Comments:

Multi year contract (Y/N)

Y

Billing for Year 1

\$15,778

Billing for Year 2

3% Discount

\$15,305

Billing for Year 3

5% Discount

\$14,989

Total Commitment

\$46,072

Special terms

NONE

AFFECTED EMPLOYEE POPULATION

SkillSurvey will not increase fees during the Initial Term of this agreement unless County's Affected Employee Population (AEP) increases by more than 10%. If the AEP during this Initial Term does increase by more than 10%, the pricing will be computed by taking the per employee price times the increased number of employees beyond that which is stated on the Order Form. Pricing will be prorated for remainder of the Term through a written Amendment to this Agreement that will be effective when signed by both County and SkillSurvey Inc..

SERVICE AND SUPPORT INFORMATION

Information on Support Services for SkillSurvey Customers is incorporated into this Agreement as Attachment #1.

TERMS OF USE

Initial term of this agreement is defined above by Contract Effective Date and End date. Use of SkillSurvey Services by Subscriber is governed by the SkillSurvey Terms and Conditions found incorporated into this Agreement as Attachment #2.

PAYMENT TERMS



SkillSurvey is hereby authorized to invoice for services on the date of execution of this Unlimited Order Form and thereafter. All invoicing is to be transmitted electronically via email to Customer unless otherwise indicated.

CONFIDENTIALITY OF TERMS

County shall not disclose to the public or to any third party the terms and conditions or special pricing provisions contained in this Agreement, other than pursuant to the California Public Records Act.

ORDER COMMITMENT

This is a binding order for products and services from SkillSurvey and is effective as of the Contract Effective Date stated above. The person executing this commitment is fully authorized to execute this commitment on behalf of Customer. All products and services ordered herein are governed in all cases by the terms of the entire Agreement.

SERVICE ITEM DESCRIPTIONS:**PLAN**

A Statement of Work (SOW) is required for Survey Customization, Email Customization, and Private Label Branding.

MAINTENANCE AND SUPPORT

System updates, enhancements, and support for administrators, recruiters, candidates, and references are included.

SURVEY CUSTOMIZATION

Encompasses changes to existing surveys in our library as well as creation of new surveys.

TRAINING AND SET-UP

There is a initial fee that includes WebEx training and coaching for administrators and recruiters as well as provisioning and set-up on SkillSurvey servers.

	Customer Information	Billing Information
Customer	County of Monterey on behalf of the Health Department	County of Monterey on behalf of the Health Department
Contact	Cynthia Girard-Berry	Joe Ripley
Title	Department HR Manager	Finance Manager
Signature	N/A	
Date	N/A	
Address	1270 Natividad Road	1270 Natividad Road
Address		
City	Salinas	Salinas
State/Province	CA	CA
Postal Code	93906	93906
Country	US	US
Phone Number	831-755-4547	831-796-1250
Email ID	berryC@co.monterey.ca.us	RipleyJL@co.monterey.ca.us



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 Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14213, Amendment No.: 2

Approve and authorize the Director of Health or Assistant Director of Health to sign Amendment No. 2 with SkillSurvey Inc., increasing the amount by \$46,072 for a total Agreement not to exceed, \$128,541, for online employment reference assessment software system retroactive to September 18, 2019 through September 17, 2022 for a total term from September 17, 2013 through September 18, 2022.

PASSED AND ADOPTED on this 24th day of September 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker, and Adams

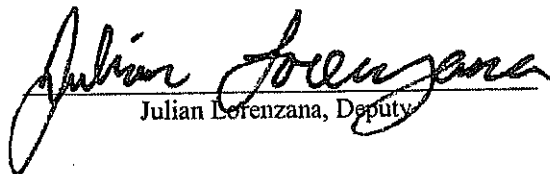
NOES: None

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 September 24, 2019.

Dated: September 24, 2019
File ID: A 19-345
Agenda Item: 20

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


Julian Lorenzana, Deputy

**AMENDMENT NO.1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & SKILLSURVEY, INC.**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of on-line reference assessment by and between **SKILLSURVEY, 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 three (3) additional years.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 2, "PAYMENT PROVISIONS", shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$37,808.00, and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$82,469.00
2. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from September 18, 2013 to September 17, 2016, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from September 18, 2013 to September 17, 2019, unless sooner terminated pursuant to the terms of this Agreement".
3. Paragraph 14, NOTICES, shall be amended by removing "FOR COUNTY: Ray Bullick, Director of Health or designee", "FOR CONTRACTOR: Fred Barnhart, Director of Sales, West Region, Phone (650) 592-2056", and replacing it with "FOR COUNTY: Elsa Jimenez, Director of Health Services or designee", "FOR CONTRACTOR: Leeza Wardak, Director of Client Relations, Phone (925) 642-2111".
4. Attachment #2 - SkillSurvey, Inc. Terms of Use - Customer Responsibilities, shall be amended by removing "b. Subscriber will use the Software for Subscriber's exclusive use only, except to disclose said information to the subject of the report (the "Individual"), and for employment, development, or selection purposes only, and only in accordance with applicable law." and "e. Subscriber will base employment decisions and employee developmental decisions or actions on Subscriber's lawful policies and procedures and recognize that SkillSurvey is not allowed to render and legal opinions regarding information contained in a report.", and replacing it with "b. Subscriber will use the Software for Subscriber's exclusive use only and for employment, development, or selection purposes only, and only in accordance with applicable law. The report should not be disclosed to the subject of the report (the "individual"), except as may be required by law." and "e. Subscriber will base employment decisions and employee developmental decisions or actions on Subscriber's lawful policies and procedures."

SkillSurvey, Inc.
\$82,469
09/18/16 - 09/17/2019

5. **Attachment #2 – SkillSurvey, Inc. Terms of Use – Customer Responsibilities, shall be amended by adding “f. Subscriber understands that any report generated through the Software is not an assessment of any job candidate, and further understands that SkillSurvey is not assembling or evaluating information about any job candidate, and is not providing any opinions regarding information contained in any report generated through the Software.”**
6. 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.
7. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated September 18, 2013.

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:

9-27-16

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

9-20-16

RISK-MANAGEMENT

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

By: Nydia Schumaker
Dated: 9-20-16

Approved as to Form:

Deputy County Counsel

Dated: Sept. 16, 2016

CONTRACTOR

By:

Signature of Chair, President, or
Vice-President

RAY BIXLER, president + CEO
Printed Name and Title

Dated:

9/12/16

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

MARK NOREZ CFO
Printed Name and Title

Dated:

9.12.16

*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.

Chammy
Department Head

09/23/16

Dated

SkillSurvey, Inc.
\$82,469
09/18/16 - 09/17/2019

SKILLSURVEY

Enterprise Order Form

Customer Name:

County of Monterey on behalf of its Health Department

Type of Order

New ☐

Expansion ☐

Renewal ☒

SkillSurvey Contact:

Wardak

Proposal Expires

9/17/2016

Contract Effective

Start Date

9/18/2016

End Date

9/17/2019

Service Item

SkillSurvey Pre-Hire 360®

Passive Candidate Compiler

Candidate Comparison Report

Maintenance and Support

Employees

Price *

Fees

950

\$ 16.10

\$ 15,295

Included

Included

Included

Subtotal

\$ 15,295

Service Item

Survey customization

Training and Set-up (per hour)

Other

List Price

Qty

Fees

\$ -

Hours

\$ 110

\$ -

\$ -

Subtotal

\$ -

Total

\$ 15,295

Additional Enterprise Order Form Comments:

Multi year contract (Y/N)

N

Billing for Year 1

\$ 15,295

Billing for Year 2

3% discount

\$ 14,836

Billing for Year 3

5% discount

\$ 14,530

Total Commitment

\$ 44,661

Special terms SEE Exhibit D TRS M AB

Payment of \$15,295 is due within 30 days of receipt of invoice. Year 2 and Year 3 will be invoiced in September 2017 and September 2018, all payment are due within 30 days of receipt of invoice. Please sign, date, and email to contracts@skillsurvey.com or FAX all pages of the agreement to: 347-438-3000. We appreciate your business!

SERVICE AND SUPPORT INFORMATION

8/26/2016

SkillSurvey, Inc., Confidential

1

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

SkillSurvey 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 online reference assessment solutions to increase quality of hire and improve recruiting efficiency for the Monterey County Health Department.

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 \$ 37,808.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from September 18, 2013 to September 17, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B SkillSurvey Inc. Order Form Agreement

Exhibit C SkillSurvey Inc. "Consent to Obtain Information from References"

Exhibit D Modifications to County of Monterey Standard Agreement

Attachment #1 - Service Level Agmt. **Attachment #2** - SkillSurvey Inc. Terms of Use

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.~~

See Exhibit D

Initials:


Contractor

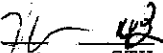

County

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.

See Exhibit D
or additional
language.

Initials:


Contractor

- 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.

See Exhibit D

Initials:

cntr CTY

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.

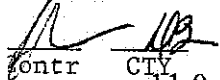

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential 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.

See Exhibit D

Initials:

 
Contr CTY

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 or designee	Fred Barnhart, Director of Sales, West Region
Name and Title	Name and Title
1270 Natividad Road	565 East Swedesford Road, Suite 315
Salinas, CA 93906	Wayne, PA 19087
Address	Address
(831) 755-4526	(650) 592-2056
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:

Rehna Bap
Contracts/Purchasing Officer

Date:

9/18/13

By:

Department Head (if applicable)

Date:

Approved as to Form¹

By:

Stan J. Sautter
Deputy County Counsel

Date:

9/15/13

Approved as to Fiscal Provisions²

By:

[Signature]
Auditor/Controller

Date:

9-6-13

RISK MANAGEMENT COUNTY OF MONTEREY

Approved as to Liability Provisions/
INSURANCE LANGUAGE

By:

[Signature]
By: Risk Management

Date:

9/11/13

CONTRACTOR

SkillSurvey Inc.

Contractor's Business Name*

By:

[Signature]
(Signature of Chair, President, or
Vice-President)*

Jack Kramer - Full Operations
Name and Title

Date:

9/13/13

By:

[Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Roy Bixler CEO
Name and Title

Date:

9/13/13

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor/Controller is required

³ Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A

To
Standard Agreement
Between
County of Monterey on behalf of its
Health Department
And
SkillSurvey Inc.

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

SkillSurvey Inc. "CONTRACTOR" shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth in the SkillSurvey Enterprise Order Form Agreement, fully incorporated into this Exhibit A (attached).

B. PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

COUNTY shall pay an amount **not to exceed \$37,808.00** during the term of this Agreement, for the performance of all things necessary as set forth in the attached SkillSurvey Enterprise Order Form Agreement.

C. INVOICING AND PAYMENTS

1. Upon signature of the Agreement, receipt and approval of the invoices, County agrees to compensate CONTRACTOR in accordance with the above listed terms.
2. County agrees to pay \$4,660.00 (training/set-up and partial payment for Year 1), thirty (30) days from the effective date of the Standard Agreement. County will pay the balance of Year 1, \$9,320.00 thirty (30) days from September 30, 2013 provided the following has been met:
 - i. The solution is available online to authorized users who log on with their assigned username and password.
 - ii. Users are able to input candidate names after which system emails are sent to candidates.
 - iii. In the event three (3) or more references respond to a SkillSurvey, a report can be generated and displayed as a pdf file.

iv. County will confirm by email that the above criteria have been met no later than September 30, 2013.

3. Invoices shall be submitted in duplicate to:

**Monterey County Health Department
Human Resources/Administration
Attn: Dianne Dinsmore, Human Resources
1270 Natividad Road
Salinas, CA 93906**

4. Invoices shall:

- i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- ii. Bear the Contractor's name as shown on the agreement.
- iii. Identify the billing and/or performance period covered by the invoice.
- iv. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

D. 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 expense allowability.

Exhibit B



Enterprise Order Form Agreement

Customer Name

County of Monterey on behalf of its Health Department

Type of Order

New

☒

Expansion

Renewal

SkillSurvey Contact:

Barnhart

Proposal Expires

9/15/2013

Start Date

9/18/2013

End Date

9/17/2016

Contract Effective

Service Item

Employees

Price *

Fees

SkillSurvey Pre-Hire 360®

Passive Candidate Compiler

Candidate Comparison Report

Maintenance and Support

800	\$	16.10	\$	12,880
Included				
Included				
Included				
Subtotal			\$	12,880

Service Item

List Price

Qty

Fees

Training and Set-up (per hour)

Other

		Hours		
\$	110	10	\$	1,100
			\$	-
Subtotal			\$	1,100
Total			\$	13,980

* Price per employee

Additional Enterprise Order Form Comments:

Multi year contract (Y/N)

Y

Year 1

\$13,980

Year 2 (5% discount)

\$12,236

Year 3 (10% discount)

\$11,592

Total Commitment

\$37,808

Special terms

Payment of \$4,660 will be due 30 days from receipt of the certified invoice by the County Auditor-Controller. The balance of \$9,320 will be invoiced on 9/30/13 and will be due 30 days from receipt of certified invoice in accordance with the acceptance criteria specified in Exhibit D – Modifications to County of Monterey Standard Agreement. Years 2 and 3 will be invoiced on the anniversary of this agreement. Please sign, date, and email to contracts@skillsurvey.com or FAX all pages of the agreement to: 347-438-3000. Thank you for your business!

SkillSurvey will not increase fees during the initial term of this agreement unless Customer's employee population increases by more than 10% via a change to its organizational structure which may include an acquisition, merger, or affiliation. If employee population during this term does increase by more than 10%, the pricing will be computed by taking the per employee price times the increased number of employees beyond that which is stated on order form. Pricing will be prorated for remainder of the Term.

SERVICE AND SUPPORT INFORMATION

Information on Support Services for SkillSurvey Customers may be found at <http://www.skillsurvey.com/serviceagreement>, a copy of which is attached hereto as Attachment 1.

TERM and USE

Initial term of this agreement is defined above by Contract Effective Date and End date. Use of SkillSurvey Services by Subscriber is governed by the SkillSurvey Terms and Conditions found at <http://www.skillsurvey.com/termsfuse>, a copy of which is attached hereto as Attachment 2.

PAYMENT TERMS

SkillSurvey is hereby authorized to invoice for services on the date of execution of this Enterprise Order Form and thereafter. Payment for Service is due net thirty (30) days from the receipt of the certified invoice by the County Auditor-Controller. (The Monterey County Health Department will approve the invoices and forward immediately to the Auditor-Controller for payment).

CONFIDENTIALITY OF TERMS

Customer shall not disclose to the public or to any third party the terms and conditions or special pricing provisions contained in this Agreement, other than as pursuant to the California Public Records Act

ORDER COMMITMENT

This order for products and services from SkillSurvey is made pursuant to the terms of this Agreement, which become effective as of the date of execution by the County Purchasing Agent. The person executing this commitment is fully authorized to execute this commitment on behalf of Customer. All products and services ordered herein are governed in all cases by the terms of the entire Agreement.

SERVICE ITEM DESCRIPTIONS:

PLAN

A Statement of Work (SOW) is required for Survey Customization, Email Customization, and Private Label Branding.

MAINTENANCE AND SUPPORT

System updates, enhancements, and support for administrators, recruiters, candidates, and references are included.

SURVEY CUSTOMIZATION

Encompasses changes to existing surveys in our library as well as creation of new surveys.

EMAIL CUSTOMIZATION

This option enables Customer to edit the text copy of the Candidate email, the Reference email, or both emails. Requested edits to these emails are subject to SkillSurvey approval.

PRIVATE LABEL BRANDING

The Customer brand, logo, graphics, and email formats can be included within the SkillSurvey Product Suite if desired.

TRAINING AND SET-UP

There is a initial fee of \$1100 that includes WebEx training and coaching for administrators and recruiters as well as provisioning and set-up on SkillSurvey servers.

	Customer Information	Billing Information
Customer	County of Monterey on behalf of its Health Department	County of Monterey on behalf of its Health Department
Contact		
Title		
Signature		
Date		
Address	1270 Natividad Road	1270 Natividad Road
Address		
City	Salinas	Salinas
State/Province	CA	CA
Postal Code	93908	93908
Phone Number	360.744.6951	360.744.6951
Email ID	DinsmoreDR@co.monterey.ca.us	DinsmoreDR@co.monterey.ca.us

Consent to Obtain Information from References

I hereby authorize SkillSurvey, Inc. to obtain and verify from my designated business and professional references ("My References") such information about my background, prior employment and other qualifications, data and information (collectively "Information") as Company deems relevant to its decision whether to hire me for the position for which I am applying.

I endorse, acknowledge and authorize Company's use of the SkillSurvey, Inc. ("SkillSurvey") services and related technologies to gather information from My References. I further authorize Company to contact My References on my behalf, which includes directly sending email on my behalf to My References to the emails provided by me and any other new or corrected email that becomes known to Company or SkillSurvey in the process of attempting to gather that information.

In consideration of Company considering my application for employment, I hereby release each of Company and SkillSurvey, and their respective officers, directors, managers, agents, and employees from any and all claims, actions, suits, causes of action or damages (collectively "Claims/Damages") that I may have arising out of the obtaining and verification information. I also hereby release My References and any of their respective employers or related company/organization and their respective any affiliated officers, directors, agents and employees from any and all Claims/Damages that I may have arising out of the disclosure of information. I acknowledge that My References will be provided the option and opportunity to learn more about opportunities that may be available from Company or other third parties through the use of SkillSurvey's service offerings.

Exhibit D
MODIFICATIONS TO THE COUNTY STANDARD AGREEMENT

6.0 PAYMENT CONDITIONS

6.04 CONTRACTOR will submit the invoice within 7 days of the County's Contract/Purchasing Agent's signature. County will certify the invoice and will promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller will pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION

7.01 The following sentence is incorporated at the end of this section: In any event, payments received will not be returned to County.

8.0 INDEMNIFICATION

8.01 Deleted (see Attachment #2, SkillSurvey Inc. Terms of Use)

10.0 RECORDS AND CONFIDENTIALITY

10.05 Royalties and Inventions. Deleted

SkillSurvey Inc.
\$37,808.00
9/18/13 – 9/17/16

Attachment 1

SkillSurvey Inc. - Service Level Agreement

Commitment

SkillSurvey is a 24 x 7 mission critical service. We know that your success depends on immediate access to the reference information you need, and we're dedicated to ensuring that it's always available. SkillSurvey strives to have the most reliable and up-to-date systems available. We rely on our own internal expertise as well as that of our partners to deliver unparalleled customer service.

SkillSurvey's uptime numbers rival those of the best web service companies - for both business and consumer sites. SkillSurvey realizes there may occasionally be system outages due to issues beyond our control. SkillSurvey has established policies which quickly escalate to the proper personnel in the event of any system outage.

The remainder of this document covers our detailed service level commitments to all our customers.

System Uptime

Our objective is to meet or exceed 99% system uptime, outside of normal scheduled maintenance. Any scheduled system maintenance is completed on an after-hours basis, with advance notice given to all clients.

All components of the SkillSurvey system are proactively monitored and managed so that faults are detected before system outages occur. Our service is hosted by Rackspace.com, one of the fastest growing managed hosting companies in the world. Rackspace.com is committed to Fanatical Support™, their award-winning methodology and business commitment that governs their hosting operations. Rackspace.com also provides a guarantee of 100% uptime, outside of scheduled maintenance. You can read more about Rackspace.com's customer commitment at www.rackspace.com

Problem Reporting

System problems can be reported in the following ways:

- CustomerService@SkillSurvey.com
- Phone our dedicated customer support hotline at 610-422-3532
- Enter a trouble ticket into the support section of the service

Customer Support Hours:

8:00 a.m. to 5:00 p.m. EST Monday through Friday, Company Holidays excluded

Severity 1 Support will be provided on a 24 hour by 7 day basis

Severity Level	Description	Example
Severity 1	A major fault causing serious disruption to business activity and preventing the use of the service for the purpose for which it was designed.	<ul style="list-style-type: none"> • System down • Unable to add candidates • Unable to generate reports
Severity 2	Significant fault causing the service not to operate in accordance with the specification but still usable with difficulty (e.g. by means of a work-around solution), with some disruption to business activity	<ul style="list-style-type: none"> • Candidate Report scored incorrectly • Email alerts not being sent • Lost data
Severity 3	Minor fault causing the service not to operate completely in accordance with the specification but with no disruption to business activity	<ul style="list-style-type: none"> • New user request • Email formatting problem
Severity 4	All other requests for service – from general usage questions, to recommendations for product enhancements or modifications and calls passed on to us for information purposes. The impact on you is non-critical.	<ul style="list-style-type: none"> • Training request • Sample document not available

Target Response Times

The target response time is the time taken by SkillSurvey to respond to a reported problem, and to confirm with the customer that the problem is being managed. Target response time does not specify when an issue will be resolved. The starting point for the target response time is the time recorded when the customer reports the problem to SkillSurvey, either by phone, email, or trouble ticket system. The finishing point is when SkillSurvey calls or emails the customer contact to progress the call. SkillSurvey will use its reasonable efforts to meet the target response times detailed below:

Description	Service Level
-------------	---------------

Target Response time during Business Hours	Severity 1	60 minutes
	Severity 2	2 hours
	Severity 3	4 hours
	Severity 4	24 hours
Target Response time during non-business Hours	Severity 1	60 minutes
	Severity 2 to 4	Next business day

Escalation

Escalation is the formal notification of a problem to progressively more senior levels of management within SkillSurvey and the Customer, to enable appropriate actions to be taken by both parties to address the problem.

Escalation levels and target wait times are defined as follows:

Problem Escalation / Severity Wait Times (during Service Hours)						
Escalation Level	SkillSurvey	Customer	Severity 1	Severity 2	Severity 3	Severity 4
D	CEO	TBD	2 Work Days	3 Work Days		
C	VP of Customer Service	TBD	1 Work Day	2 Work Days	3 Work Days	4 Work Days
B	Account Manager	TBD	4 Hours	1 Work Day	1 Work Day	2 Work Days
A	Service Representative	TBD	60 minutes	2 Hours	4 Hours	24 Hours

The service desk will be the focal point for the co-ordination of the escalation within SkillSurvey, and will manage the effective resolution of the problem in conjunction with the Vice President of Customer Service. Escalation to the next level will occur whenever the appropriate escalation wait time has expired. The escalation wait time is measured from the time SkillSurvey is notified of the problem. Each time a problem is escalated, it will be to the next level upwards. At the time of escalation, SkillSurvey will contact the appropriate Customer representative with an update on the estimated time to resolve the problem.

Service Reviews and Reports

Customer Service will be examined with the overall Account Review. For customers with sufficient volume (i.e. > 100 units per month), Account Review calls will be scheduled quarterly, unless a specific event needs to be addressed in the interim. During these calls, the Customer will normally be represented by the Project Sponsor, and SkillSurvey will normally be represented by the Vice President of Customer Service. Other

representatives from both parties will attend the meetings as necessary to resolve open issues on the agenda. The purpose of the Account Review is to:

- Review monthly service statistics:

 - System uptime percentage

 - Number of calls for support by severity

 - Number of calls closed

 - Number of calls outstanding, and their status

 - Enhancement requests

- Review service usage effectiveness:

 - Candidate and reference response rates

 - Scoring distributions

 - Turnaround times

 - Organizational compliance

 - Organizational benefits assessment

- Review planned usage:

 - Hiring initiatives

 - Job type changes

 - Hiring process changes

 - etc.

- Examine escalated problems, especially any problems still outstanding

- Consider and act upon suggestions for improvement to the service

- Discuss any other matters arising from the delivery of the service

Attachment 2

SkillSurvey Inc. Terms of Use

SkillSurvey Inc. Services. These SkillSurvey Inc. Terms and Conditions govern the use by the Subscriber of any services ("the Services") ordered by the County of Monterey on behalf of its Health Department (Subscriber) from SkillSurvey Inc. and set-forth in one or more "Order Forms", unless Subscriber has signed a separate Services Agreement with SkillSurvey.

Order Forms. An "Order Form" is a form signed or authorized online by Subscriber that identifies the type and quantity of Services being ordered and the associated fees. The Order Form includes the Service Description(s). An Order Form is effective only when signed by the County Purchasing Agent for Subscriber and either signed or provisioned by SkillSurvey Inc.

Subscriber Site Set Up. The Software is distributed and hosted electronically over the internet through a password-protected web page. Upon execution of an Order Form, SkillSurvey will deliver software activation password key(s) to the Subscriber via an e-mail message.

Changes to Services. SkillSurvey Inc. may, at its sole discretion, modify, enhance and/or expand the features of a Service from time to time at no additional cost to Subscriber. SkillSurvey Inc. may also, from time to time, make available additional features and/or functionalities to a Service which may, but are not required to, be added to a Service by Subscriber at an additional cost ("Cost Feature"). If Subscriber elects to add a Cost Feature, it may do so by contacting its local SkillSurvey Inc. sales representative or SkillSurvey Inc. directly at customerservice@skillsurvey.com in order to receive a quote for the Cost Feature.

Fee Adjustments for 3 Year Term. SkillSurvey Inc. may, upon at least thirty (30) days prior written notice and effective at the end of the then-current (Initial or Renewal) Term (defined below), adjust the fees paid by Subscriber for the Services, provided that Subscriber shall have the option, within fifteen (15) days of receiving such notice from SkillSurvey Inc., to either (i) modify the quantity or type of Services utilized by Subscriber by a mutual written amendment between the parties, or (ii) terminate the affected Orders upon written notice, either of which will become effective at the beginning of the next Renewal Term.

SkillSurvey Inc. Training and Support. Training and Support provided by SkillSurvey Inc. is specified in the Service Descriptions.

Payment. Invoices for the Services are due in accordance with the Payment Terms set forth on the Order Form. SkillSurvey Inc. is entitled to recover any reasonable sums expended in connection with the collection of sums not paid when due, including reasonable attorneys' fees. Subscriber shall pay all taxes (exclusive of taxes based on the net income of SkillSurvey Inc.), levies, or charges imposed by any governmental authority of any kind whatsoever applicable to

any of the materials, goods, Services or related components provided by SkillSurvey Inc. to Subscriber.

Term and Termination.

a. **Term of Orders.** This Agreement will commence on the date signed by the County Purchasing Agent and. Each "Renewal Order" will begin at the end of the preceding (Initial or Renewal) Order and continue as set forth on the Order Form.

b. **Termination of Orders.** Either party may terminate any Order at the end of any (Initial or Renewal) Order by providing the other party written notice of termination at least 30 days prior to the end of such term.

c. **Term of Agreement.** This Agreement will commence on the date signed by the County's Purchasing Agent and may be terminated by written notice effective upon the termination of all of Subscriber's Orders.

d. **Termination for Breach.** Each party may terminate any Order(s) and/or this Agreement by written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within fifteen (15) days after written notice thereof from the terminating party.

e. **Surviving Provisions.** The following provisions will survive the expiration or termination of this Agreement: Any payment provisions set forth in the Order Form (as to amounts due and owing as of the Agreement's expiration or termination date), Customer Responsibilities, Privacy, Limited Warranty, and Limitation of Liability.

Customer Responsibilities.

a. Subscriber will use the Software Products in strict compliance with all applicable law including without limitation, federal and state equal opportunity laws and regulations.

b. Subscriber will use the Software for Subscriber's exclusive use only, except to disclose said information to the subject of the report (the "Individual"), and for employment, development, or selection purposes only, and only in accordance with applicable law.

c. Subscriber will not resell the information provided by the Software to any other entity without the express written permission of an authorized officer of SkillSurvey.

d. Subscriber assumes responsibilities for all communications carried out and facilitated by Subscriber, End User's employees, job candidates, vendors and references over the Software, and understands that SkillSurvey will in no way edit, view or facilitate such communication.

e. Subscriber will base employment decisions and employee developmental decisions or actions on Subscriber's lawful policies and procedures and recognize that SkillSurvey is not allowed to render any legal opinions regarding information contained in a report.

Privacy. SkillSurvey Inc.'s privacy statement may be found on SkillSurvey Inc.'s website: <http://www.SkillSurvey.com/privacypolicy>. Please consult it to learn SkillSurvey Inc.'s current practices with respect to Subscriber's information.

Limited Warranty. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." SKILLSURVEY INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SKILLSURVEY INC. MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, THE GENERAL SITE OR SUBSCRIBER SITE, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND WEBSITE ARE AT SUBSCRIBER'S SOLE RISK. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to Subscriber. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law. This Section, Limited Warranty, does not apply to claims brought pursuant to Section 10.01 of the County of Monterey Standard Agreement, and the following sections of this Terms of Use: Section "General" (d) Confidentiality, and Section General (i) Indemnity and Intellectual Property.

SkillSurvey Inc. expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from material known defects, in a timely manner, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. SkillSurvey Inc. agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Subscriber when material defects are due to the negligence, errors or omissions of SkillSurvey Inc.

SkillSurvey Inc. further warrants that its Servers have a guarantee uptime of 99% and for so long as Subscriber shall pay the fees described in this Agreement (a) the System will be materially free of errors, and (b) SkillSurvey Inc. will provide the Services in a professional and workmanlike manner consistent with the highest industry standards. SkillSurvey Inc. further warrants, during the term of this Agreement, that (i) the Servers will be free of any Harmful Code (as defined below), and (ii) SkillSurvey Inc. will not interfere with or disrupt Subscriber's or the User's use of the System. For purposes of this Agreement, the term "Harmful Code" means any software code with the ability to damage, interfere with, or adversely affect computer

programs, data files, or hardware without the consent or intent of the computer user. This definition includes, but is not limited to, self-replacing and self-propagating programming instructions commonly called "viruses," "Trojan horses" and "worms." SkillSurvey Inc. agrees to implement reasonable procedures adequate to prevent any software, link or code provided to County hereunder from being contaminated with Harmful Code. If SkillSurvey Inc. learns of or suspects the existence of any Harmful Code, SkillSurvey Inc. will immediately notify Subscriber and make every effort to remove the Harmful Code.

Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. EXCEPT AS IT RELATES TO BREACHES OF CONFIDENTIALITY OR VIOLATIONS OF ANY APPLICABLE LAWS. THE AMOUNT OF ACTUAL, TOTAL MAXIMUM DAMAGES THAT SUBSCRIBER MAY RECOVER FROM SKILLSURVEY IS AGREED TO BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID TO SKILLSURVEY HEREUNDER. THESE LIMITATIONS UPON DAMAGES AND CLAIMS ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to Subscriber

General

a. **Assignment.** Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and SkillSurvey Inc. may assign its rights and delegate its obligations in whole or in part to an affiliate, provided that either party may terminate this agreement upon 10 days notice, if the assignee can be reasonably considered a competitor of the non-assigning party.

b. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents. The parties hereby submit to the jurisdiction of, and waive any venue objections against state and federal courts in Monterey County, California in any litigation arising out of the Agreement.

c. **Interpretation and Conflicting Terms.** This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

This Agreement, including all Attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. To the extent that any provision of this Agreement and any Order Form conflict, the terms of the Order Form shall control. However, SkillSurvey Inc. and Subscriber shall not be bound by terms additional to or different from those in this Agreement that appear in Subscriber's or SkillSurvey Inc.'s acknowledgements, purchase orders, quotations, prior understandings, or in any other communications between the parties, unless such terms are expressly agreed to by amendment to this Agreement, and are executed by both Subscriber and SkillSurvey Inc.

d. Confidential Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing the services, they may have access to certain information of the other that is confidential and constitutes valuable, special and unique property of the other party. The parties agree that neither they nor any agents, representatives, employees or affiliates will at any time, either during or subsequent to the term of this Agreement, disclose to others or use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to their respective duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, information identified in writing by either party as confidential, and which is not otherwise available to the public. The parties agree that neither party may use the name or other identity of the other party in oral or written statements, without the prior written permission of the other party. The parties agree that the terms of this SkillSurvey Inc. Terms of Use, the County of Monterey Standard Agreement, and any and all other exhibits and attachments hereto are subject to disclosure pursuant to the California Public Records Act.

e. Force Majeure. Except for Subscriber's obligation to pay for the Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

f. Waivers. The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

g. Use of the Services. Subject to the provisions contained herein, SkillSurvey hereby grants to End User the right, to be exercised only by End User's "Authorized End Users" to access those portions of a SkillSurvey website as may be designated from time to time by SkillSurvey and to use those portions of the website for the purpose of ordering and receiving the Software and the

reports and other data generated in connection with the Software. Such rights of access and use will terminate upon termination of the Agreement or as may be otherwise provided in this Agreement.

h. **U.S. Export Law.** Subscriber acknowledges that the Services are subject to U.S. export control laws and regulations. Subscriber represents that it is not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. Subscriber will not use, export or allow a third party to use or export the Services in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.

i. **Indemnity and Intellectual Property:**

- (a) Indemnified Parties and Claims. The "Indemnified Parties" are Subscriber and its officers, directors, shareholders, parents, subsidiaries, agents, insurers, successors, and assigns. An "Indemnified Claim" is any third party claim, suit, or proceeding against the Indemnified Parties arising out of, related to, or alleging: (i) infringement of any valid, U.S. patent, copyright, or other intellectual property right by the Software; or (ii) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the negligence of SkillSurvey Inc. or of any of its agents, subcontractors, or employees.
- (b) Indemnity. SkillSurvey Inc. will indemnify, defend, and hold Indemnified Parties harmless against any Indemnified Claim, provided Indemnified Parties gives SkillSurvey Inc. prompt notice of such Indemnified Claim. SkillSurvey Inc.'s obligations set forth in the preceding sentence include, without limitation, retention and payment of reasonable attorneys fees and payment of court costs, as well as settlement at SkillSurvey Inc.'s expense, payment of judgments, or both.
- (c) Litigation. SkillSurvey Inc. will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Parties will have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations.
- (d) In the event that the intellectual property indemnity pursuant to subsection (i)(a) above is triggered, and in SkillSurvey's sole opinion, any Software may be held to constitute an infringement and its use is enjoined, SkillSurvey may, at its own expense and at its sole option, (i) procure for Subscriber, the right to continue to receive the Software, (ii) if applicable, replace the same with non-infringing Software of equivalent function and performance, or (iii) modify the Software so it becomes non-infringing without detracting from function or performance. If SkillSurvey determines that it is not commercially reasonable to perform any of the foregoing alternatives, then (x) Subscriber must cease use of the allegedly infringing Software, and (y) either party hereto may immediately

terminate the Standard Agreement and these Terms of Use without further liability to the other. SkillSurvey shall, however, in no event be liable for any use of the Software after Subscriber has received written instructions from SkillSurvey to cease using the Software. Notwithstanding the provisions of these Terms of Use to the contrary, SkillSurvey will have no liability to the extent that the infringement or alleged infringement arises from: (A) the use of the Software in any manner other than as specified by the Standard Agreement, the Terms of Use or applicable statement of work, exhibit or appendix or otherwise approved by SkillSurvey in writing, (B) modification or alteration of the Software by the Subscriber, (C) use of the Software by Subscriber in combination with products or services not purchased hereunder where the Software would not otherwise be infringing, (D) use of the Software by Subscriber in an application or environment for which the Software was not designed or contemplated, or (E) any specific instructions or requested changes to the Software provided by Subscriber to SkillSurvey.



Monterey County

Item No.31

Board Report

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

Legistar File Number: A 22-489

September 13, 2022

Introduced: 9/1/2022

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and Engineered Products, a Pape Company DBA Overhead Door Company of Salinas for the term September 15, 2022 to September 14, 2024 for the provision of repair and maintenance on garage doors at the Animal Service Facility (160 Hitchcock Rd., Salinas, Ca., 93908) and security rolling gates at the Health Department Administration Building (1270 Natividad Rd., Salinas, CA. 93906) in the amount of \$20,000 for Fiscal Year (FY) 2022-23 and FY 2023-24, for a total Agreement amount not to exceed \$20,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; and
- c. Approve the Director of Health or the Assistant Director of Health to approve up to three (3) future Amendments that do not exceed ten percent (10%) (\$2,000) of the original Agreement amount and does 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 the Assistant Director of Health to execute an Agreement between the County of Monterey and Engineered Products, a Pape Company DBA Overhead Door Company of Salinas for the term September 15, 2022 to September 14, 2024 for the provision of repair and maintenance on garage doors at the Animal Service Facility (160 Hitchcock Rd., Salinas, Ca., 93908) and security rolling gates at the Health Department Administration Building (1270 Natividad Rd., Salinas, CA. 93906) in the amount of \$20,000 for Fiscal Year (FY) 2022-23 and FY 2023-24, for a total Agreement amount not to exceed \$20,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; and
- c. Approve the Director of Health or the Assistant Director of Health to approve up to three (3) future Amendments that do not exceed ten percent (10%) (\$2,000) of the original Agreement amount and does not significantly alter the scope of services.

SUMMARY/DISCUSSION:

Animal Services has two large rolling doors that are used daily to allow for vehicles and staffing utilizing the sally port area. At times, these doors require service in order to maintain them in suitable operating condition. The Health Department Administration Building has rolling gates that are used daily for security purposes at the close of each business day. The rolling gates require repair and maintenance. This vendor is the only one that will provide this service.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: 2. Diagnose and investigate health problems and health hazards in the community, and 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller have reviewed and approved as to legal form, non-standard provisions, and fiscal provisions, respectively.

FINANCING:

There are sufficient appropriations in the Health Department Fiscal Year (FY) 2022-23 Adopted Budget for Animal Services (001-HEA001-8442) and Administration (001-HEA014-8438) to cover services and products. The Health Department will include this Agreement in its FY 2023-24 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: Cindy Burnham, Animal Services Administrator, 796-8796

Approved by:

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

Attachment:
Agreement



Monterey County

Item No.24

Board Report

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

Legistar File Number: A 22-489

September 13, 2022

Introduced: 9/1/2022

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and Engineered Products, a Pape Company DBA Overhead Door Company of Salinas for the term September 15, 2022 to September 14, 2024 for the provision of repair and maintenance on garage doors at the Animal Service Facility (160 Hitchcock Rd., Salinas, Ca., 93908) and security rolling gates at the Health Department Administration Building (1270 Natividad Rd., Salinas, CA. 93906) in the amount of \$20,000 for Fiscal Year (FY) 2022-23 and FY 2023-24, for a total Agreement amount not to exceed \$20,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; and
- c. Approve the Director of Health or the Assistant Director of Health to approve up to three (3) future Amendments that do not exceed ten percent (10%) (\$2,000) of the original Agreement amount and does 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 the Assistant Director of Health to execute an Agreement between the County of Monterey and Engineered Products, a Pape Company DBA Overhead Door Company of Salinas for the term September 15, 2022 to September 14, 2024 for the provision of repair and maintenance on garage doors at the Animal Service Facility (160 Hitchcock Rd., Salinas, Ca., 93908) and security rolling gates at the Health Department Administration Building (1270 Natividad Rd., Salinas, CA. 93906) in the amount of \$20,000 for Fiscal Year (FY) 2022-23 and FY 2023-24, for a total Agreement amount not to exceed \$20,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; and
- c. Approve the Director of Health or the Assistant Director of Health to approve up to three (3) future Amendments that do not exceed ten percent (10%) (\$2,000) of the original Agreement amount and does not significantly alter the scope of services.

SUMMARY/DISCUSSION:

Animal Services has two large rolling doors that are used daily to allow for vehicles and staffing utilizing the sally port area. At times, these doors require service in order to maintain them in suitable operating condition. The Health Department Administration Building has rolling gates that are used daily for security purposes at the close of each business day. The rolling gates require repair and maintenance. This vendor is the only one that will provide this service.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: 2. Diagnose and investigate health problems and health hazards in the community, and 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller have reviewed and approved as to legal form, non-standard provisions, and fiscal provisions, respectively.

FINANCING:

There are sufficient appropriations in the Health Department Fiscal Year (FY) 2022-23 Adopted Budget for Animal Services (001-HEA001-8442) and Administration (001-HEA014-8438) to cover services and products. The Health Department will include this Agreement in its FY 2023-24 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:

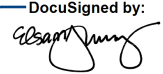
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐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: Cindy Burnham, Animal Services Administrator, 796-8796

Approved by:

DocuSigned by:

C7A30BA59CA8423...

Date: 9/7/2022 | 9:34 AM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Legistar File Number: A 22-489

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:

Engineered Products, a Pape Company DBA Overhead Door Company of Salinas

(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: Repair and maintenance on garage doors at the Animal Services Facility (160 Hitchcock Rd., Salinas, 93908) and security rolling gates at the Health Department Administration Building (1270 Natividad Rd., Salinas, 93906).

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: \$20,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from September 15, 2022 to September 14, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 ~~The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B, Labor Rates

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Contractor

County

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

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Contractor

County

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Contractor

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.~~

County

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.

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Contractor

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.~~

County

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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Contractor

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Engineered Products, a Pape Company DBA

Overhead Door Company of Salinas

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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

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:
Chris Le Venton, Operations Manager	David Salman, President
Name and Title	Name and Title
1270 Monterey County Health Department Salinas, Ca. 93906	733 Sanborn Place Salinas, Ca. 93901
Address	Address
831.755.4513	831.422.3667
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.

Engineered Products, a Pape Company DBA
Overhead Door Company of Salinas
NTE \$20,000

- 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:
Stacy Saetta Stacy Saetta
County Counsel

Date:

8/30/2022 | 11:26 AM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:
Gary Giboney Gary Giboney
Auditor/Controller

Date:

8/30/2022 | 11:30 AM 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

Engineered Products, a Pape Company DBA Overhead Door Company of Salinas

Contractor/Business Name *

By:

DocuSigned by:
David Salman

(Signature of Chair, President, or Vice-President)

David Salman

David Salman - President

Date:

8/24/2022 | 3:15 PM PDT
Name and Title

By:

DocuSigned by:
Laura Ohringer

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Laura Ohringer

Controller

Date:

8/24/2022 | 3:26 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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

Revised 9/3/21

11 of 11

Agreement ID:

Engineered Products, a Pape Company DBA
Overhead Door Company of Salinas
NTE \$20,000
9/15/2022 through 9/15/2024 **692**

ADDENDUM NO. 1**TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND ENGINEERED PRODUCTS, A PAPE COMPANY DBA OVERHEAD DOOR
COMPANY OF SALINAS**

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 **ENGINEERED PRODUCTS, A PAPE COMPANY DBA OVERHEAD DOOR COMPANY OF SALINAS** (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 16.16 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. Section 3.02 of the Agreement, shall be deleted and restated in its entirety to read as follows:

3.02 The County and CONTRACTOR 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.

2. Section 7.01 of the Agreement shall be deleted and restated in its entirety to read as follows:

7.01 During the term of this Agreement, either County or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

3. Section 7.02 of the Agreement shall be deleted and restated in its entirety to read as follows:

7.02 Either the County or CONTRACTOR may cancel and terminate this Agreement for good cause effective immediately upon written notice to the other party. "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.

Engineered Products, a Pape Company
DBA Overhead Door Company of Salinas
\$20,000

Term: 09/15/2022 – 09/14/2024

pg. 1

The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. Section 8.0 of the Agreement shall be deleted and restated in its entirety to read as follows:

8.0 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 court costs and reasonable attorneys' fees) for property damage, injury, or death as and to the extent such property damage, injury, or death is caused or contributed to by CONTRACTOR's performance of this Agreement but CONTRACTOR's liability to indemnify the County, its officers, agents, and employees will be reduced proportionately to the extent that the property damage, injury, or death is caused or contributed to by the County, its officers, agents, or employees. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

5. Section 9.03 of the Agreement, **Professional Liability Insurance** shall be deleted its entirety.
6. Section 16.04 of the Agreement, **Miscellaneous Provisions - Contractor** shall be deleted its entirety.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Engineered Products, a Pape Company DBA Overhead Door Company of Salinas

Approved:

DocuSigned by:

By: David Salman

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David Salman, President

Name and Title

Date: 8/24/2022 | 3:15 PM PDT

Approved:

DocuSigned by:

By: Laura Ohringer

2B9396B40AC1478...

Laura Ohringer, Controller/CFO

Name and Title

Date: 8/24/2022 | 3:26 PM PDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:

By: Stacy Saetta Stacy Saetta

C0ECE1B99F444A9...
Deputy County Counsel

Date: 8/30/2022 | 11:26 AM PDT

Approved:

DocuSigned by:

By: Gary Giboney Gary Giboney

D3834BFEC1D8449...
Auditor/Controller

Date: 8/30/2022 | 11:39 AM PDT

Approved:

By: _____

Director of Health

Engineered Products, a Pape Company
DBA Overhead Door Company of Salinas
\$20,000

Term: 09/15/2022 – 09/14/2024

pg. 3

EXHIBIT A

**To Agreement by and between
The County of Monterey, hereinafter referred to as “County”
AND
Engineered Products, a Pape Company DBA Overhead Door Company of Salinas,
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:

Provide repair and maintenance on garage doors at the Animal Services facility located at, 160 Hitchcock Road, Salinas, CA 93908, as directed by the Health Department Facilities Manager or the Animal Services Manager.

Provide repair and maintenance on security rolling gates at the Health Department Administration Building located at, 1270 Natividad Road, Salinas, CA 93906, as directed by the Health Department Facilities Manager.

All written reports required under this Agreement must be delivered in accordance with the schedule above, to:

Chris Le Venton, Operations Manager
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906

Engineered Products, a Pape Company DBA
Overhead Door Company of Salinas
Exhibit A

NTE: \$20,000

9/15/2022 – 9/14/2024

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$20,000** during the term of this Agreement, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- Details outlined in **Exhibit B**, Labor Rates.

Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

DIR Registration. During the entire term of this Agreement, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

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.

Engineered Products, a Pape Company DBA
Overhead Door Company of Salinas
Exhibit A

NTE: \$20,000

9/15/2022 – 9/14/2024

Invoices should be mailed to: Monterey County Health Department
Attn: Accounts Payable/Environmental Health
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: 296-FinanceAS@co.monterey.ca.us

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.

Engineered Products, a Pape Company DBA
Overhead Door Company of Salinas
Exhibit A

NTE: \$20,000

9/15/2022 – 9/14/2024

EXHIBIT B

**To Agreement by and between
The County of Monterey, hereinafter referred to as “County”
AND
Engineered Products, a Pape Company DBA Overhead Door Company of Salinas,
hereinafter referred to as “CONTRACTOR”**

LABOR RATES

Commercial Service Installation

- Regular Rate \$245.00/per hour
- Emergency Rate \$367.50/per hour

Note: Rate is per truck, add travel time after 30 minutes when required. (i.e., beyond Rio Road, beyond Greenfield, beyond Santa Cruz, and beyond Hollister)

**\$225/per hour
(Billable in 30-minute increments only)**

1 hour	\$245.00
1 hour 30 minutes	\$367.50
2 hours	\$490.00
2 hours 30 minutes	\$612.50
3 hours	\$735.00
3 hours 30 minutes	\$857.50
4 hours	\$980.00

Prevailing Wage Rates

- \$450.00/per hours (2 men)

Service Additional Doors While on Site

- Each Additional Door \$75.00/per door

*Rate applies while still at the 1 hour, if exceeds the hour, the additional time is pro-rated.

Engineered Products, a Pape Company DBA Overhead Door Company of Salinas
Exhibit B
NTE: \$20,000
9/15/2022 – 9/14/2024

Scissor Lift (Overhead Door's Lift)

- \$150.00/per service call
- \$250.00/per day

Fire Door Drop Test Charges

The drop test/certify charge is \$200.00 to \$300.00 per door. Depends on frequency of testing by our company yearly at \$200.00. If first time or not sure when last tested at \$300.00 per door. This is in addition to the hourly rate of \$245.00 per hour and does not include repairs to door(s) to get them to drop. Regular service rates apply to repair door and parts are additional.

Engineered Products, a Pape Company DBA Overhead Door Company of Salinas
Exhibit B

NTE: \$20,000

9/15/2022 – 9/14/2024



Monterey County

Item No.32

Board Report

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

Legistar File Number: 22-784

September 13, 2022

Introduced: 8/17/2022

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

Receive and accept the Annual Real Estate Fraud Report for Fiscal Year ("FY") 2021-22 submitted by the District Attorney's Office in accordance with California Government Code section 27388, subdivision (d).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive and accept the Annual Real Estate Fraud Report for FY 2021-22 submitted by the District Attorney's Office in accordance with Government Code section 27388, subdivision (d).

SUMMARY:

The District Attorney's Office hereby submits its Annual Real Estate Fraud Report for FY 2021-22 for the Board of Supervisors to evaluate the District Attorney's Office's effectiveness in investigating, prosecuting, and deterring real estate fraud.

DISCUSSION:

The District Attorney's Office received 30 real estate fraud referrals during FY 2021-22. These referrals came from multiple sources, including local police agencies, private sector professionals, and Monterey County residents. They demonstrate that real estate fraud continues to pose a risk to Monterey County homeowners and residents. The new referrals involved a variety of alleged fraud schemes, including "rental scams" (which typically promise residential rents at below-market rates), the recording of fraudulent deeds, the fraudulent transfer of real estate, timeshare-related fraud, usurious "hard money" loans, mortgage loan fraud, unlicensed real estate activity, and elder abuse pertaining to the transfer of real estate.

Finally, in FY 2017-18, the San Francisco Division of the Federal Bureau of Investigation ("FBI") and the Monterey County District Attorney's Office announced the creation of a new task force, the Monterey County Financial Crime Task Force ("MCFCTF"), whose mission is to identify, investigate, and prosecute individuals engaged in financial crimes, including real estate fraud. Throughout FY 2021-22, the FBI and the District Attorney's Office have continued to work together in identifying and investigating new cases of real estate fraud on a greater scale. All cases identified in this report that were jointly investigated by the MCFCTF are marked with an asterisk (*).

New Referrals & Ongoing Investigations

Of the 30 new referrals, all 30 required investigations beyond customary file review, background checks, and legal research to analyze whether a local or statewide action may be brought that can be proven beyond a reasonable doubt, if criminal, or by a preponderance of the evidence, if civil. These

cases require the investment of considerable investigative resources, including the preparation and execution of search warrants on financial institutions, homes, and places of business, before the District Attorney can make charging decisions. Financial documents obtained in real estate fraud matters typically require analysis of the flow of funds by the District Attorney's Accountant III to determine the nature and extent of the fraud.

Prosecutions Filed in FY 2021-22

During FY 2021-22, the District Attorney's Office charged the following criminal cases that have not yet been resolved (see below for resolved cases):

- ***People v. Kirsten Johnson***: The People filed a complaint alleging 10 felonies ranging from forging real estate deeds and filing false documents to grand theft and perjury. Specifically, Ms. Johnson forged two deeds transferring a house and condo from a victim to Ms. Johnson. Ms. Johnson filed those fake deeds with the Monterey County Clerk-Recorder. Later, she used her fraudulently obtained title to market the properties, stealing hundreds of thousands of dollars from an unsuspecting victim who believed he was buying a house. Ms. Johnson used those stolen funds to purchase a variety of assets, including another house. The People filed a "seize and freeze" motion pursuant to the "Aggravated White Collar Crime" provisions under Penal Code section 186.11, which allowed the People on behalf of the victims to preserve assets. This preservation included the placement of a *lis pendens* upon property Ms. Johnson purchased following the false sale. The Court granted a temporary restraining order, and the people are pursuing a preliminary injunction to preserve these assets until the end of the case, when they will be liquidated to fund restitution on behalf of the victims. A resolution of this case would also allow the victim's title to be properly restored pursuant to Penal Code section 115(e). Ms. Johnson has a prior conviction for forgery.
- ***People v. Josie Buchanan; People v. Julian Martinez; People v. Louis Howard; People v. Harmony Donaldson; People v. Stefanie Sockwell; People v. Keith Wongus; People v. Aaron Haley; People v. Princeton Massey; People v. Matthew Humphreys; People v. Joshua Story***: On November 30, 2021, the People filed two misdemeanor charges against each of the ten Defendants affiliated with International Escapes. The People allege that Defendants advertised themselves as working for RCI Travel when in fact they were not affiliated with the popular travel provider. Further, Defendants claimed they could help get timeshare owners out of their timeshare deeds, an act that requires a license in California. All but three Defendants failed to appear. Warrants have been issued for the arrest of those that failed to appear should they come back to California.
- ***People v. Susan Banks-Peterson***: On January 26, 2022 the People filed two felony charges against Ms. Banks-Peterson for embezzlement and financial elder abuse pursuant to Penal Code section 368(e). The People allege Ms. Bank-Peterson stole

over \$50,000 as the trustee for an elderly victim's trust. Ms. Banks-Peterson is a real estate agent, and was involved in the sale of the victim's home (which the victim did not consent to). Following the sale of the victim's home, Ms. Banks-Peterson was appointed as the trustee, and made regular withdrawals for personal expenses from the victim's trust account.

Ongoing Real Estate Fraud Cases

All real estate cases filed in a prior fiscal year have been resolved by the District Attorney's Office. All of the above filed cases are still ongoing.

Real Estate Fraud Civil Settlements and Criminal Convictions

In FY 2021-22, the District Attorney's Office obtained a misdemeanor criminal conviction in one matter, and felony criminal convictions in three actions, all involving real estate fraud, and all affecting Monterey County residents:

- ***People v. Michael Dennis Barwick***: On May 24, 2021, the People filed a felony complaint against Barwick for grand theft and practicing real estate without an appropriate license. The People allege that Barwick advertised himself as someone who could conduct home loan modifications, when in fact he could not, and that he unlawfully collected an upfront fee from the victim, did nothing, and failed to return the payment. Mr. Barwick paid full restitution to the victim, and was sentenced to a misdemeanor for real estate activities without a license.
- ***People v. John Osborne***: On November 16, 2020, the People filed a 22-count felony complaint against Osborne. The People allege that Osborne used his knowledge of finance and real estate to defraud two elderly Monterey County homeowners out of money and real property with a combined value of approximately one million dollars. On December 15, 2020, the People filed a Penal Code section 186.12 Application, which included two Penal Code section 186.12-related *lis pendens*, to, in part, prevent any transactions, including a foreclosure, from being filed against one of the victim's real property. In February 2021, the Court held a Preliminary Examination, and Osborne was held to answer. On March 3, 2021, the Court granted the Penal Code section 186.12 Application. On April 14, 2021, the People withdrew one of their Penal Code section 186.12-related *lis pendens* because the victim was successfully able to negotiate a mutually agreeable resolution with the relevant lending institution and avoid a foreclosure proceeding. On June 21, 2022 Mr. Osborne entered into a plea agreement and was sentenced to 9 years in prison on August 4, 2022.
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Agtarap had perpetrated this scheme over many years against many victims. The investigation also revealed that Agtarap was receiving disability payments from the Social Security Administration while receiving payments for loan modifications. The People charged Agtarap with 14 felonies, including filing false or forged documents, grand theft by false pretense, and embezzlement. Following a jury trial, Ms. Agtarap was guilty on all counts and sentenced to Monterey County Jail for 3 years and 4 months in addition to fines and fees.

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Public Outreach

The District Attorney continues to engage in public outreach for purposes of detecting and identifying real estate fraud in Monterey County. Now in its eighth year, the Tri-county Real Estate Advisory Team ("REFAT") met quarterly during FY 2021-22: August 12, 2021, November 18, 2021, February 10, 2021, and May 12, 2021. All of these meetings were over Zoom to encourage participation during the COVID era. REFAT meetings are organized and chaired by Monterey County District Attorney Jeannine M. Pacioni and are attended by prosecutors and investigators from Monterey, Santa Cruz and San Benito counties. Additional REFAT participants include the employees of the California Bureau of Real Estate, representatives from elected offices, local law enforcement officials and private sector professionals. Each REFAT meeting features a keynote speaker who presents on fraud trends impacting local real estate markets. A roundtable discussion follows. The keynote speakers from this past fiscal year included the Assistant Commissioner of Enforcement from the California Department of Real Estate, and the Monterey County District Attorney's Real Estate Fraud Investigator.

Prosecutors assigned to the District Attorney's Office's Real Estate Fraud Unit also continue to be active members of the California District Attorney Associations' Real Estate Fraud Committee, which meets several times per year.

The investigation and successful prosecution, criminal or civil, of real estate fraud activity in Monterey County will continue to be resource intensive. The continued availability of revenue from recording fees is critical to the District Attorney's Office's ongoing efforts to deter, investigate, and prosecute real estate fraud cases. To the extent possible, in accordance with Government Code section 27388, subdivision (f), emphasis will continue to be placed on fraud involving the largest number of victims and individuals whose residences are in danger of, or actually in, foreclosure.

Real Estate Fraud Statistics for Fiscal Year 2021-22

New Referrals: 30

Investigations Opened: 30

Joint MCFCTF Investigations: 2

Arrests: 12
Criminal Complaints: 13
Convictions: 4
Civil Judgments and Compromises: 0
Appeals: 0

OTHER AGENCY INVOLVEMENT:

In FY 2021-22, the District Attorney's Office worked closely with various state and federal agencies to investigate and prosecute real estate fraud cases. These agencies included the Federal Bureau of Investigation, the California Department of Real Estate, and the real estate fraud units of other California District Attorney's Offices.

FINANCING:

Total cost of the program was \$582,210 for FY 2021-22. Those costs involved investigation and prosecution activities. Total funds available were \$1,150,539, resulting in a net county cost of \$0.00.

Revenues

Beginning Balance:	\$ 662,117
<u>FY 2021-22 Income:</u>	<u>\$ 488,422</u>
Total Funds Available:	\$ 1,150,539

Expenditures

Salaries & Benefits:	\$ 414,934
<u>Supplies & Services:</u>	<u>\$ 167,276</u>
Total Expenditures:	\$ 582,210

<u>Ending Balance</u>	\$ 568,329
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

One or two sentences explaining how this recommendation supports/advances the Board of Supervisors Strategic Initiatives. Reference to any Key Objectives and/or Milestones that are related.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Mirco J. Haag, Deputy District Attorney, Ext. 7713
Bruce Suckow, Finance Manager II, Ext. 5259

Approved by: Jeannine M. Pacioni, Monterey County District Attorney, Ext. 5470

Attachments:

Board Report



Monterey County

Item No.

Board Report

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

Legistar File Number: 22-784

September 13, 2022

Introduced: 8/17/2022

Current Status: Agenda Ready

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The District Attorney continues to engage in public outreach for purposes of detecting and identifying real estate fraud in Monterey County. Now in its eighth year, the Tri-county Real Estate Advisory Team ("REFAT") met quarterly during FY 2021-22: August 12, 2021, November 18, 2021, February 10, 2021, and May 12, 2021. All of these meetings were over Zoom to encourage participation during the COVID era. REFAT meetings are organized and chaired by Monterey County District Attorney Jeannine M. Pacioni and are attended by prosecutors and investigators from Monterey, Santa Cruz and San Benito counties. Additional REFAT participants include the employees of the California Bureau of Real Estate, representatives from elected offices, local law enforcement officials and private sector professionals. Each REFAT meeting features a keynote speaker who presents on fraud trends impacting local real estate markets. A roundtable discussion follows. The keynote speakers from this past fiscal year included the Assistant Commissioner of Enforcement from the California Department of Real Estate, and the Monterey County District Attorney's Real Estate Fraud Investigator.

Prosecutors assigned to the District Attorney's Office's Real Estate Fraud Unit also continue to be active members of the California District Attorney Associations' Real Estate Fraud Committee, which meets several times per year.

The investigation and successful prosecution, criminal or civil, of real estate fraud activity in Monterey County will continue to be resource intensive. The continued availability of revenue from recording fees is critical to the District Attorney's Office's ongoing efforts to deter, investigate, and prosecute real estate fraud cases. To the extent possible, in accordance with Government Code section 27388, subdivision (f), emphasis will continue to be placed on fraud involving the largest number of victims and individuals whose residences are in danger of, or actually in, foreclosure.

Real Estate Fraud Statistics for Fiscal Year 2021-22

New Referrals: 30

Investigations Opened: 30

Joint MCFCTF Investigations: 2

Legistar File Number: 22-784

Arrests: 12
 Criminal Complaints: 13
 Convictions: 4
 Civil Judgments and Compromises: 0
 Appeals: 0

OTHER AGENCY INVOLVEMENT:

In FY 2021-22, the District Attorney's Office worked closely with various state and federal agencies to investigate and prosecute real estate fraud cases. These agencies included the Federal Bureau of Investigation, the California Department of Real Estate, and the real estate fraud units of other California District Attorney's Offices.

FINANCING:

Total cost of the program was \$582,210 for FY 2021-22. Those costs involved investigation and prosecution activities. Total funds available were \$1,150,539, resulting in a net county cost of \$0.00.

Revenues

Beginning Balance:	\$ 662,117
<u>FY 2021-22 Income:</u>	<u>\$ 488,422</u>
Total Funds Available:	\$ 1,150,539

Expenditures

Salaries & Benefits:	\$ 414,934
<u>Supplies & Services:</u>	<u>\$ 167,276</u>
Total Expenditures:	\$ 582,210

<u>Ending Balance</u>	\$ 568,329
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

One or two sentences explaining how this recommendation supports/advances the Board of Supervisors Strategic Initiatives. Reference to any Key Objectives and/or Milestones that are related.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Mirco J. Haag, Deputy District Attorney, Ext. 7713
 Bruce Suckow, Finance Manager II, Ext. 5259

DocuSigned by:

DocuSigned by:

Ext. 7713

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Mirco Haag

Bruce Suckow

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Legistar File Number: 22-784

Approved by: Jeannine M. Pacioni, Monterey County District Attorney, Ext. 5470

DocuSigned by:

Jeannine M. Pacioni

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Attachments:

Board Report



Monterey County

Item No.33

Board Report

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

Legistar File Number: 22-830

September 13, 2022

Introduced: 8/31/2022

Current Status: Criminal Justice - Consent

Version: 2

Matter Type: General Agenda Item

Adopt an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Adopt an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.

SUMMARY:

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481. AB 481 addresses the funding, acquisition, and use of items lawmakers deemed to be considered "military equipment." This bill requires law enforcement agencies, including the District Attorney's Office, "to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined." The attached ordinance establishes a military equipment use policy by adding the attached "Military Equipment" policy to the Monterey County District Attorney's Office Investigation Bureau Policy Manual.

DISCUSSION:

AB 481 requires each law enforcement agency's governing body to adopt a written military equipment use policy by ordinance in a public meeting, in order to continue the use of previously acquired military equipment. The District Attorney's Office Draft Military Equipment Policy is attached here and is posted on the District Attorney's website.

The AB 481 defined list of military equipment currently in the District Attorney Investigation Bureau's possession is included in the draft Military Equipment Policy. In compliance with AB 481, and as a longstanding practice, the District Attorney's Office has processes in place for the public to submit commendations, questions, concerns and complaints online or in person.

Also in compliance with AB 481, the District Attorney's Office will prepare an Annual Report to include the use of military equipment, any complaints received, any internal audits or other information about violations of its policy, the cost of such use and other similar information. The first Annual Report will be distributed around August or September of 2023.

OTHER AGENCY INVOLVEMENT:

Not applicable.

FINANCING:

The cost of any military equipment is allocated with the District Attorney's budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by:

Ryan McGuirk, Chief District Attorney Investigator

Approved by:

Susan K. Blitch, Chief Assistant County Counsel

Attachments:

- Board Report
- Draft Ordinance
- Draft Policy



Monterey County

Item No.31

Board Report

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

Legistar File Number: 22-830

September 13, 2022

Introduced: 8/31/2022

Current Status: Criminal Justice - Consent

Version: 2

Matter Type: General Agenda Item

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RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Adopt an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.

SUMMARY:

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DISCUSSION:

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The AB 481 defined list of military equipment currently in the District Attorney Investigation Bureau's possession is included in the draft Military Equipment Policy. In compliance with AB 481, and as a longstanding practice, the District Attorney's Office has processes in place for the public to submit commendations, questions, concerns and complaints online or in person.

Also in compliance with AB 481, the District Attorney's Office will prepare an Annual Report to include the use of military equipment, any complaints received, any internal audits or other information about violations of its policy, the cost of such use and other similar information. The first Annual Report will be distributed around August or September of 2023.

OTHER AGENCY INVOLVEMENT:

Not applicable.

Legistar File Number: 22-830

FINANCING:

The cost of any military equipment is allocated with the District Attorney's budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by:

DocuSigned by:



Ryan McGuirk, Chief District Attorney Investigator

Approved by:

DocuSigned by:



Susan K. Blitch, Chief Assistant County Counsel

Attachments:

- Board Report
- Draft Ordinance
- Draft Policy

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, TO
ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE DISTRICT
ATTORNEY'S OFFICE PURSUANT TO ASSEMBLY BILL 481**

County Counsel Summary

This ordinance is in response to Assembly Bill ("AB") 481, which was signed into law by Governor Gavin Newsom on September 30, 2021 and is codified at Government Code section 7070 et seq. AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment. This ordinance establishes a military equipment use policy for the District Attorney's Office. This ordinance establishes a military equipment use policy by adding the attached "Military Equipment" policy to the Monterey County District Attorney's Office Bureau of Investigations.

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

SECTION 1. FINDINGS AND PURPOSE.

A. On September 20, 2021, Governor Gavin Newsom signed Assembly Bill ("AB") 481 into law, which is codified at Government Code section 7070 et seq.

B. The legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481.

C. AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment.

D. AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use.

E. AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy.

F. The Board of Supervisors believes that with respect to the attached Military Equipment Policy for the District Attorney's Office: 1) the identified equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; 2) the policy will serve to safeguard the public's welfare, safety, civil rights, and civil liberties; 3) in future instances in which equipment is to be purchased, the equipment will be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and 4) corrective action has been taken, as necessary, to ensure that prior nonconforming use of military equipment is in compliance with new policies.

SECTION 2. The attached policy, titled "Military Equipment", shall be added to the Monterey County District Attorney's Office Bureau of Investigations Policy Manual.

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. EFFECTIVE DATE. This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this ____ day of September 2022, by the following vote:

AYES:

NOES:


ABSENT: None

Mary Adams, Chair,
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Assistant County Counsel

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Bureau.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

705.2 POLICY

It is the policy of the Monterey County District Attorney's Office Bureau of Investigations that members of this bureau comply with the provisions of Government Code § 7071 with respect to military equipment.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief Investigator should designate a member of this bureau to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying bureau equipment that qualifies as military equipment in the current possession of the Bureau, or the equipment the Bureau intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Monterey County District Attorney's Office Bureau of Investigations (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the bureau's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief Investigator and ensuring that the report is made available on the bureau website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Bureau will respond in a timely manner.

705.4 MILITARY EQUIPMENT INVENTORY

- 1. The following constitutes a list of qualifying equipment for the Bureau:Colt M4 Carbine Caliber 5.56 with 11.5-inch barrel, Serial No. LE515092
- 2. Colt M4 Carbine Caliber 5.56 with 11.5-inch barrel, Serial No. LE515103
- 3. Drone - Skydio2-e7kv Serial No. S2.0F.B.00E7KV
- 4. Drone - DJI WM330A Serial No. 07DDD3T0A10549

Military Equipment

705.5 APPROVAL

The Chief Investigator or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief Investigator or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the bureau website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this bureau.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief Investigator or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief Investigator or the authorized designee should also make each annual military equipment report publicly available on the bureau website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in bureau inventory.

Military Equipment

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Bureau shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Bureau should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



Monterey County

Item No.34

Board Report

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

Legistar File Number: RES 22-152

September 13, 2022

Introduced: 8/4/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:

- a. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign a Service Agreement with Kofile Technologies, Inc. in an amount not exceeding \$308,819 for the term of September 15, 2022, to June 30, 2023, for the preservation and conservation of the County Clerk/Recorder's books and maps; and
- b. Authorize the Auditor-Controller to amend the County Clerk/Recorder's FY 2022-23 Adopted Budget, Fund 027, Appropriation Unit ACR003, to increase appropriations by \$308,819, financed by fund balance (027-2730-3101) (4/5th vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:

- a. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign a Service Agreement with Kofile Technologies, Inc. in an amount not exceeding \$308,819 for the term of September 15, 2022, to June 30, 2023, for the preservation and conservation of the County Clerk/Recorder's books and maps; and
- b. Authorize the Auditor-Controller to amend the County Clerk/Recorder's FY 2022-23 Adopted Budget, Fund 027, Appropriation Unit ACR003, to increase appropriations by \$308,819, financed by fund balance (027-2730-3101) (4/5th vote required).

SUMMARY/DISCUSSION:

Per Government Code 27231, "the Recorder has the custody of, and shall keep all books, records, maps, and papers deposited in his office." The department books date back to the 1800's and for over a hundred years, wood pulp paper was used for record keeping which is extremely acidic and unstable. Since 2014, the Board has approved the County Clerk/Recorder to embark on the restoration of the department record books and maps with Kofile Technologies, Inc. In 2017, the Grand Jury recommended that the Recorder's office begin restoring maps. Therefore, at this time, the County Clerk/Recorder's office is asking the Board of Supervisors to approve continuing with the preservation project with the restoration of 68 books and 222 maps.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the contract as to form. This item was supported by the Budget Committee at the August 31, 2022 meeting.

FINANCING:

There is no additional cost to the County General Funds, as sufficient funds are available in the County Clerk/Recorder's Modernization Fund (027-2730-ACR003) for the recommended action.

Government Code section 27361 (c) provides that a specified portion of recording fees, retained in Restricted Revenue Fund (027-2730-ACR003) be available solely to "support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents."

Prepared by: Corina Morgan, Finance Manager, x5821

Authorized by: Stephen L. Vagnini, Assessor-County Clerk/Recorder, x5803

Attachments:

Service Agreement

Resolution



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 22-152

September 13, 2022

Introduced: 8/4/2022

Current Status: General Government -
Consent

Version: 1

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Legistar File Number: RES 22-152

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Prepared by: Corina Morgan, Finance Manager, x5821

Authorized by: Stephen L. Vagnini, Assessor-County Clerk/Recorder, x5803

DocuSigned by:
Steve Vagnini
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Attachments:

Service Agreement

Resolution

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:
Kofile Technologies, 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: preservation and conservation of the County Clerk/Recorder's 68 Deed/Lease/Index Books and 222 Maps.

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: **\$308,819.00**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from September 15, 2022 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:

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

Kofile Technologies, Inc.
Book/Map preservation
NTE \$308,819.00

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:
Corina Morgan, Finance Manager	Angelique Nasser, Account Executive
Name and Title	Name and Title
168 W. Alisal St., 1st FL Salinas, CA 93901	6300 Cedar Springs Road Dallas, TX 75235
Address	Address
(831) 755-5821	(214) 442-6668
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:
Shane Strong
F684FE484254488...
County Counsel

Date: 8/5/2022 | 8:52 AM PDT

Approved as to Fiscal Provisions

By: _____

DocuSigned by:
Gary Giboney
D88C43FEC4D8440...
Auditor/Controller

Date: 8/5/2022 | 8:59 AM 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

Kofile Technologies, Inc.

DocuSigned by: Contractor/Business Name *

By: _____

Jonathan Mohn
D663CA3408374CF...
(Signature of Chair, President, or Vice-President)
Jonathan Mohn President

Date: _____

8/5/2022 | 5:53 AM PDT

By: _____

DocuSigned by:
Michael Strachan
F2D83D0AA56A495...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or
Asst. Treasurer)
Michael Strachan Secretary & GC

Date: _____

8/4/2022 | 3:16 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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

Kofile Technologies, Inc.
Book/Map preservation

Agreement ID: NTE \$308,819.00

Revised 9/3/21

July 25, 2022

Corina Morgan
Monterey County Clerk-Recorder Finance Manager

Preservation of Deed/Lease/Index Books

SUBMITTED BY:

Angelique Nasser
Account Executive
angelique.nasser@kofile.com
916.266.3292



6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.Kofile.com

EXHIBIT A

Dear Corina Morgan,

This proposal addresses Monterey County Clerk-Recorder's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments and rehousing. This assessment also contains photographic documentation of the volumes in their current state. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Monterey County Clerk-Recorder's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, or digitization - or any maintenance or repair of the existing resource.

AREAS OF CONCERN

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Mechanical Damage (Use & Abuse)

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the

EXHIBIT A

paper. A sheet's binding margin should never be compromised.

Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives

The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"—all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."¹

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

Lamination Removal

Kofile conservators address the "Laminate" process to the fullest extent possible damage to underlying paper and inks in accordance with the AIC Code of Ethics and Guidelines Item 21. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the County directly to discuss alternatives.

Non-Archival Quality Materials

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

TEMPERATURE & HUMIDITY MONITORING

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point

EXHIBIT A

of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

Red inks smear first, then blue inks, and lastly, black inks.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above). The image above is property of IPI.

TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

Surface Cleaning

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used

EXHIBIT A

when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.



If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening and Humidification

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.



After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

EXHIBIT A

A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.



A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive.

An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.



Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.



Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid,

EXHIBIT A

dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out

atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.



ARCHIVAL RECORDER BINDERS

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Monterey County Clerk-Recorder is notified. Any changes are approved by Monterey County Clerk-Recorder. Tooling is performed with 23-karat gold foil.

Heritage Recorder Binder

The Heritage Recorder Binder (pictured right) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.

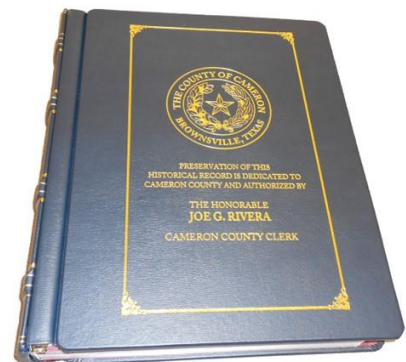
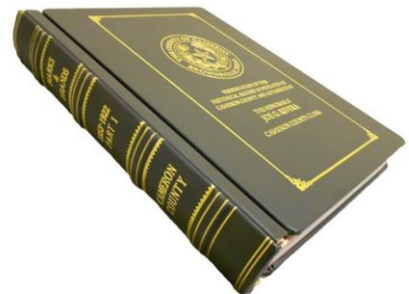


EXHIBIT A

PHOTOGRAPHIC DOCUMENTATION



SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.

EXHIBIT A

- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

PROJECT PRICING

See **Attachment A** below for full inventory and pricing. Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

Monterey County Clerk - Recorder				
Project Summary				
Record Series	Total Volumes/Maps	Total Pages	Level of Service	Estimated Total
Deed/Lease/Index Books	68	35,716	PRV	\$265,133.28
Maps from 2018 agreement	222	222	PRV	\$17,538.00
Subtotal				\$282,671.28
Estimated Tax 9.25% (Rate Effective 1/1/22)				\$26,147.09
PROJECT TOTAL				\$308,818.37

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>.

Payment Terms: Pay 25% upon executed agreement and two 25% payments at equal periods through the estimated production completion date, with the balance due upon project completion. Actual payment dates to be determined prior to work beginning.

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

EXHIBIT A

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Monterey County Clerk-Recorder is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Monterey County Clerk-Recorder. This policy applies to any agreement, verbal or written, between Monterey County Clerk-Recorder and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Monterey County Clerk-Recorder. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Monterey County Clerk-Recorder and to working together for the preservation and access of its public and historical assets.

Sincerely,

Angelique Nasser

Angelique Nasser

c: 916.266.3292

e: angelique.nasser@kofile.com

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ATTACHMENT A – FULL INVENTORY AND PRICING

Monterey County Clerk - Recorder						
Record Series	Volume	Date	Total Volumes	Total Pages	Level of Service	Estimated Total
MISCELLANEOUS RECORDS INDEX		1,878	1	400	PRV	\$4,184.00
INDEX TO GRANTS	A	1834-1850	1	300	PRV	\$1,650.00
DEEDS OF GRANTS	B		1	76	PRV	\$825.00
DEEDS OF GRANTS	C		1	118	PRV	\$1,234.28
INDEX TO DEED BOOKS		1850-1869	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1869-1874	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1874-1882	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1882-1884	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1884-1886	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1886-1888	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1888-1891	1	400	PRV	\$4,184.00

EXHIBIT A

INDEX TO DEED BOOKS		1891-1893	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1893-1896	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1896-1898	1	400	PRV	\$4,184.00
INDEX TO DEED BOOKS		1898-1901	1	400	PRV	\$4,184.00
INDEX TO DECREES OF DISTRIB. & PROBATE CTS.		1863-1889	1	100	PRV	\$1,046.00
INDEX TO DECREES OF DISTRIBUTION	BOOK 1	1879-1912	1	200	PRV	\$1,596.00
INDEX TO DECREES OF DISTRIBUTION	BOOK 2	1912-1917	1	200	PRV	\$1,596.00
GENERAL INDEX GRANTORS		1915-1923	1	600	PRV	\$4,160.00
GENERAL INDEX GRANTORS		1923-1925	3	1,800	PRV	\$12,480.00
GENERAL INDEX GRANTORS		1925-1947	45	27,000	PRV	\$187,200.00
MISCELLANEOUS INDEX	B	1857-1925	1	300	PRV	\$3,138.00
Maps from 2018 Agreement			222	222	PRV	\$17,538.00

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

Resolution No.: _____

Resolution to:

- a. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign a Service Agreement with Kofile Technologies, Inc. in an amount not exceeding \$308,819 for the term of September 15, 2022, to June 30, 2023, for the preservation and conservation of the County Clerk/Recorder's books and maps (4/5th vote required); and
- b. Authorize the Auditor-Controller to amend the County Clerk/Recorder's FY 2022-23 Adopted Budget, Fund 027, Appropriation Unit ACR003, to increase appropriations by \$308,819, financed by fund balance (027-2730) (4/5th vote required).

WHEREAS, per Government Code 27231, "the Recorder has the custody of, and shall keep all books, records, maps, and papers deposited in his office."; and

WHEREAS, in 2014 the County Clerk/Recorder embarked on the restoration of the department record books and maps; and

WHEREAS, in 2017, the Grand Jury recommended that the Recorder's office begin restoring maps; and

WHEREAS, the County Clerk/Recorder is now requesting approval to continue with the preservation project with the restoration of 68 book and 222 maps;

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey Board of Supervisors adopt this Resolution:

- a. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign a Service Agreement with Kofile Technologies, Inc. in

an amount not exceeding \$308,819 for the term of September 15, 2022, to June 30, 2023, for the preservation and conservation of the County Clerk/Recorder's books and maps (4/5th vote required); and

- b. Authorize the Auditor-Controller to amend the County Clerk/Recorder's FY 2022-23 Adopted Budget, Fund 027, Appropriation Unit ACR003, to increase appropriations by \$308,819, financed by fund balance (027-2730) (4/5th vote required).

PASSED AND ADOPTED on this 13th day of September 2022, 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.35

Board Report

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

Legistar File Number: 22-782

September 13, 2022

Introduced: 8/17/2022

Current Status: General Government -
Consent

Version: 2

Matter Type: General Agenda Item

Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2022-23.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2022-23.

SUMMARY/DISCUSSION:

Government Code Section 29100 requires secured roll tax rates to be approved by the Board of Supervisors each year. Since the passage of Proposition 13, the only rates that are subject to this procedure are those needed to provide taxes for the payment of principal and interest on certain long-term agency indebtedness. The Office of the Auditor-Controller is requesting that the Board of Supervisors adopt the attached list of rates as those to be used for the 2022-23 secured roll.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Approval of these rates will ensure that sufficient funds are available to make payments on the debt service bonds for the districts included on the attached listing. There is no financial impact on the General Fund contribution with this recommend action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Fiscal Year (2022-23) Secured Roll Tax Rates pursuant to Article XIII A, Section 1 (b) of the California Constitution is consistent with the Board of Supervisors' Strategic Initiatives for Administration. The debt service tax rates will levy the revenue necessary to pay voter-approved bonded indebtedness to meet annual payments.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development

☒ Administration

☐ Health & Human Services

☐ Infrastructure

☐ Public Safety

Prepared by: Jennifer Forsyth, Auditor-Controller Analyst II, 784-5286

Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5040

Attachments:

Board Report

FY2022-23 Secured Roll Debt Service Tax Rates



Monterey County

Item No.

Board Report

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

Legistar File Number: 22-782

September 13, 2022

Introduced: 8/17/2022

Current Status: Agenda Ready

Version: 2

Matter Type: General Agenda Item

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RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2022-23.

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OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Approval of these rates will ensure that sufficient funds are available to make payments on the debt service bonds for the districts included on the attached listing. There is no financial impact on the General Fund contribution with this recommend action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Fiscal Year (2022-23) Secured Roll Tax Rates pursuant to Article XIII A, Section 1 (b) of the California Constitution is consistent with the Board of Supervisors' Strategic Initiatives for Administration. The debt service tax rates will levy the revenue necessary to pay voter-approved bonded indebtedness to meet annual payments.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Legistar File Number: 22-782

___ Public Safety

Prepared by: Jennifer Forsyth, Auditor-Controller Analyst II, 784-5286

Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5040

Attachments:

Board Report

FY2022-23 Secured Roll Debt Service Tax Rates

DocuSigned by:

Jennifer Forsyth

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DocuSigned by:

Rupa Shah

5020CB565A18490...

2022-23 Secured Roll Debt Service Tax Rates

Description	Rate
Alisal Union School District Bond 1999 A & 2006 B & 2016 A & 2017 Refunding	0.121795
Bradley Union School District Bond 2011 Election 2012 Series A	0.025674
Carmel Unified School District Bond Series 2016 Refunding	0.006542
Chualar Union School Facilities Improvement District Bond Series 2001 & 2017 Refunding A B	0.034354
Gonzales Unified School Facilities Improvement District No. 1 Bond 2012 Refunding & 2020 Election Series A Measure J & K	0.160868
Graves Elementary School District Bond 2004 Elections Series A	0.019082
Greenfield Union School District Bond 1999 Series A & 2010 Series C & 2014 Series B B-1 & 2015 2016 2022 Refunding	0.120178
Hartnell Community College District Bond 2002 Series C D & 2014 Ref A & 2015 Ref A B & 2016 A B	0.044324
King City Union School District Bond 1998 Series A & 2003 Refunding & 2007C	0.057947
Mission Union Elementary School District Bond 2004 Election Series A	0.010091
Monterey Peninsula Community College Bond 2016 Refunding & 2020 Series A	0.030336
Monterey Peninsula Unified School District Bond 2010 Ser A B C D & 2016 Ref & 2018 Series A B	0.056544
North Monterey County Unified School District Bond 2012 Ref & 2013 B & 2014 A & 2016 Refunding	0.048619
Pacific Grove Unified School District Bond 2006 Series E & 2014 D Ed-Tech & 2015 A B & 2016 2017 Refunding & 2020 Series A	0.062377
Salinas City Elementary School District Bond 2008 Election Series B C D & GO Series A	0.025731
Salinas Union High School District Bond 2014 Series A B & 2017 Refunding & 2020 Series A	0.051622
Salinas Union High Middle Schools Improvement District Bond 2006 Refunding A	0.020192
San Antonio School District Bond 2017 Series A	0.027875
San Ardo School District Bond 2016 Series A	0.056825
Santa Rita Union School District Bond 2006 Series B & 2017 2019 Refunding	0.031287
Soledad Unified School District Bond 1995 Series 1998B & 2012 Ser A B C D, 2018 Series A & 2020 Series A B	0.174580
South Monterey County Joint Union High School District Bond 2018 Series A A-1 B B-1	0.034301
Spreckels Union School District Bond 2012 Refunding & 2012 Election Series A	0.036035
Washington Union School District Bond 2015 & 2017 Refunding	0.023828



Monterey County

Item No.36

Board Report

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

Legistar File Number: 22-813

September 13, 2022

Introduced: 8/24/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (WDB) to execute Amendment No. 2 to the WDB's Agreement with the California Employers Association (CEA) for the period of October 1, 2022, through September 30, 2023, for a total agreement amount not to exceed \$64,590; and
- b. Authorize the Executive Director of the WDB to execute one (1) renewal to extend the Agreement for one (1) additional year and increase the annual amount of the Agreement (\$19,795) by an amount not to exceed 10% (\$1,980), subject to County Counsel review, on substantially the same items

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (WDB) to execute Amendment No. 2 to the WDB's Agreement with the California Employers Association (CEA) for the period of October 1, 2022, through September 30, 2023, for a total agreement amount not to exceed \$64,590; and
- b. Authorize the Executive Director of the WDB to execute one (1) renewal to extend the Agreement for one (1) additional year and increase the annual amount of the Agreement (\$19,795) by an amount not to exceed 10% (\$1,980), subject to County Counsel review, on substantially the same items

SUMMARY:

Background

The WDB was awarded federal Workforce Innovation and Opportunity Act (WIOA) funds to provide employment services and occupational skills training to adults and dislocated workers, as well as funds to provide business services to assist local employers with their workforce needs.

During the pandemic, the WDB has provided additional support to Monterey County's businesses through grants, information, and other services to employers impacted by COVID-19. The WDB approved the California Employers Association to provide a Human Resources hotline and other employer-related services including webinars and workshops pursuant to a July 2020 Request for Quotes process. CEA was selected based on capacity and competitive price as compared to two other entities - Zywave and BLR - offering similar services.

Delegation of Contracting Authority

On April 24, 2018, the Board of Supervisors concurred in the WDB's April 4, 2018, delegation of contracting authority to the Executive Director to sign WIOA and non-WIOA funded contracts,

subject to a \$45,000 cap, prior County Counsel review, and other limitations.

Based on the delegation of contracting authority to the WDB Executive Director, the WDB entered into an Agreement with CEA not to exceed \$25,000, effective October 1, 2020, through September 30, 2021. Due to lower-than-expected business engagement during the first two years of the pandemic, staff was able to negotiate a lower rate for the same services such that Amendment No. 1 to the Agreement with CEA was executed for an annual amount of \$19,795 for the period of October 1, 2021, through September 30, 2022, for a total agreement amount not to exceed \$44,795.

DISCUSSION:

Because the total amount of the Agreement has reached the limit of the WDB Executive Director's authority, the Executive Director is requesting the approval and authorization of the Board to execute Amendment No. 2 to extend the Agreement with the WDB for one (1) additional year and increase the amount of the Agreement by \$19,795, for total funding not to exceed \$64,590. Funding for Amendment No. 2 to the Agreement with California Employers Association (CEA) is consistent with the FY 2022-23 Draft Budget approved by the full WDB on June 23, 2022.

The Executive Director is also requesting authorization to execute one additional renewal and increase the annual amount of the Agreement (\$19,795) by an amount not to exceed 10% (\$1,980), subject to County Counsel review, on substantially the same terms.

OTHER AGENCY INVOLVEMENT:

The parties to the Agreement were involved in its development. County Counsel has reviewed Amendment No. 2 as to form.

FINANCING:

Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker grant funding in an amount not to exceed \$19,795 will be used to fund Amendment No. 2 with CEA and is budgeted in Fund 021, Appropriations Unit CAO030, Dept. 1050, Unit 8478. There is no financial impact to the General Fund resulting from the approval of this Amendment No. 2.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Authorizing the Executive Director of the WDB to execute Amendment No. 2 to the Agreement with CEA for HR services will allow the WDB to continue to provide business support to Monterey County's employers.

- √ 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.

Prepared by: Jerry Hernandez, Management Analyst II, 5393
Approved by: Christopher Donnelly, Executive Director, 6644

ATTACHMENTS:

Board Report
Agreement with California Employers Association (CEA)
Amendment No. 1 to CEA Agreement
Amendment No. 2 to CEA Agreement



Monterey County

Item No.34

Board Report

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

Legistar File Number: 22-813

September 13, 2022

Introduced: 8/24/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

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- √ Economic Development: Through collaboration, strengthen economic development to ensure a diversified and healthy economy.
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Prepared by: Jerry Hernandez, Management Analyst II, 5393
Approved by: Christopher Donnelly, Executive Director, 6644

ATTACHMENTS:

Board Report
Agreement with California Employers Association (CEA)
Amendment No. 1 to CEA Agreement
Amendment No. 2 to CEA Agreement

**Agreement
between the
Monterey County Workforce Development Board
and
California Employers Association**

I. DECLARATION

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as WDB or MCWDB) and CALIFORNIA EMPLOYERS ASSOCIATION, (hereinafter referred to as "CEA" or "Contractor"), both of which are collectively referred to as "the parties."

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the WDB and Contractor for the provision of human resource services to Monterey County employers.

The scope of services and payment provisions are specified in Exhibit A – Scope of Services, and the budget summary for this Agreement is specified in Exhibit C – Budget Summary, incorporated herein by reference. Exhibit B sets forth terms and requirements imposed by the federal Workforce Innovation and Opportunity Act (WIOA).

II. BACKGROUND

The MCWDB, a government entity created by federal statute, WIOA, is charged with overseeing the allocation of WIOA funds and WIOA-funded program operations in its Local Workforce Development Area. In addition to its WIOA formula allocation, the MCWDB also receives regional funding from the California Workforce Development Board under its Slingshot 2.0 grant to provide business engagement services to Monterey County employers.

By entering into this Agreement, Contractor agrees to provide to Monterey County employers a Human Resources Hotline, monthly California Employers Update newsletters, and business information webinars and workshops on California employment-related issues.

III. GENERAL AREA OF RESPONSIBILITY

The general areas of responsibility between the parties of this Agreement and the scope of services to be provided are detailed in Exhibit A of this Agreement. Pursuant to Exhibit A, the parties expressly agree that Contractor shall be bound to comply with all the requirements of the WIOA as set forth in Exhibit A and B.

This document and Exhibits A through C contain the entire Agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement or any established practice(s) between the parties hereto.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall commence effective October 1, 2020 and remain in full force and effective through September 30, 2021, unless sooner terminated as provided herein. MCWDB may terminate this Agreement by giving thirty (30) calendar days' written notice to Contractor, with or without cause. This Agreement is contingent upon available funding.

The WDB has the right to renew this Agreement for three (3) additional one (1) year terms upon thirty (30) days written notice to the Contractor before the expiration of the initial term of the Agreement. Renewal will be contingent on Contractor's satisfactory achievement of agreed-upon performance measures, availability of funding, and agreement to the renewal determination by the MCWDB and possibly the Chief Elected Official – the Monterey County Board of Supervisors – of the Monterey County Local Workforce Development Area. In the event the WDB exercises its right of renewal, all terms and conditions, requirements and specifications of this Agreement shall remain the same and shall apply during renewal terms. This Agreement will not automatically renew.

B. CONTRACT ADMINISTRATORS

Contractor hereby designates Mike Belnome, CEA's Director of Membership, 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 Contract Administrator.

MCWDB hereby designates the Executive Director of the MCWDB as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of MCWDB shall be under the direction of, or shall be submitted to, the MCWDB Contract Administrator. Either party may change its designated Contract Administrators upon giving notice of five (5) calendar days.

C. FISCAL / REPORTING

1. Funding available for human resource services for the period from October 1, 2020 to September 30, 2021 shall not exceed \$25,000.
2. The budget summary is detailed in the attached Exhibit C.
3. Subject to receipt of funds from the State, MCWDB's fiscal office shall approve the reimbursement for services rendered as outlined in Exhibit C of this Agreement. Contractor shall submit monthly invoices for reimbursement. MCWDB shall reimburse Contractor for allowable expenditures claimed, within forty-five (45) calendar days after timely receipt of Contractor's properly completed and documented request, or as soon thereafter as is reasonable, provided Contractor is following the terms and conditions of this Agreement.

D. MEETING/COMMUNICATION

Meetings between Contractor and MCWDB shall be scheduled, as needed, to discuss Contractor performance and other issues that affect either party to this Agreement.

E. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the MCWDB and Monterey County, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the MCWDB or Monterey County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

Contractor's duty of indemnification as described in this section shall survive termination of this Agreement and shall extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

F. INSURANCE

Evidence of Coverage: 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, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Monterey County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by Monterey County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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.

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 (or \$1,000,000 if the agreement amount is over \$100,000) per occurrence.

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 statutory limits or \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the

amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, 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.

Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the MCWDB and Monterey 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 MCWDB and Monterey 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 MCWDB and Monterey County, their 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 MCWDB and Monterey 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 MCWDB, Contractor shall file certificates of insurance with the Monterey County's Contract Administrator and 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 the MCWDB and Monterey County, annual certificates to Monterey County's Contract Administrator and Monterey County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the MCWDB or Monterey 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 the MCWDB, at its sole discretion, to terminate this Agreement immediately.

G. NOTICE

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

Mike Belnome
Director of Membership
California Employers Association (CEA)

1451 River Park Drive, Suite 116
Sacramento, CA 95815
Phone (800) 399-5331
mbelnome@employers.org

Chris Donnelly
Executive Director
Monterey County
Workforce Development Board
(MCWDB)

344 Salinas Street, Suite 101
Salinas, CA 93901
Phone (831) 759-6644
Donnellyc@co.monterey.ca.us

H. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT

The MCWDB and Contractor agree that each party has fully participated in the review and drafting 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. 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 Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

I. NON-EXCLUSIVE AGREEMENT

This agreement is non-exclusive. The MCWDB expressly reserves the right to contract with other entities for provision of the same or similar services.


J. EXHIBITS

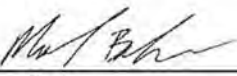
The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services
2. Exhibit B – WIOA Compliance, Certifications and Assurances
3. Exhibit C – Budget Detail/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY:  10/28/2020
Date
Christopher Donnelly
Executive Director
Monterey County Workforce Development Board

BY:  9/14/2020
Date
Kim Gusman
President and CEO
California Employers Association (CEA)

BY:  9/14/2020
Date
Mike Belnome
Director of Membership
California Employers Association (CEA)

APPROVED AS TO FORM

BY:  10.29.2020
Date
Deputy County Counsel, Monterey County

EXHIBIT A
SCOPE OF SERVICES
Human Resource Services
October 1, 2020 to September 30, 2021

I. **PROJECT OVERVIEW:** The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (MCWDB) and California Employers Association (CEA) for the provision of human resource services to include a Human Resource Hotline for phone consultations on California employment-related issues.

II. **PROJECT PERIOD:** October 1, 2020 to September 30, 2021.

III. **DUTIES AND RESPONSIBILITIES:**

A. The Contractor will provide the following products and services: and shall provide:

1. **Human Resource Hotline**

The HR Hotline will be available by telephone hotline 8:00 a.m. to 5:00 p.m., Monday through Friday, and will be dedicated to answering basic human resource questions for Monterey County business owners in a timely manner (each call will be returned within two hours). All calls will be logged, and monthly reports will be submitted to MCWDB to indicate usage rates.

2. **Newsletters:**

The California Employer's Update (a monthly newsletter), and a CEA Weekly Email Update will be sent to MCWDB for distribution to Monterey County employers. These news summaries address timely employment-related developments impacting employers.

3. **Webinars and on-site Workshops:**

CEA will develop, deliver, and supply all materials for webinars and on-site workshops at MCWDB-designated locations, on topics including those listed below.

CEA will also provide Monterey County employers with webinars or on-site workshops (for a fee), in all areas of employer-employee relations, including:

- Unemployment Insurance Claims
- Labor Commissioner Claims (i.e., Wage Claims)
- Discrimination Claims
- Employee Handbooks
- Employee Discipline and Termination
- Labor Relations
- Wage and Salary
- Workers' Compensation
- Workforce Training
- COVID-19 employer – employee sick leave requirements
- COVID-19 employer – employee handbook updates
- Pandemic-related employee issues (e.g., remote worker information and guidance)

B. Evaluation of Contractor:

Authorized Federal, State and MCWDB representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this agreement by any means including, but not limited to, inspections of premises, records, reports, audits, and interviews with Contractor, Contractor's employees and agents, and WIOA participants.

C. Records and Audits of Contractor:

1. **Establishment and Maintenance of Records:** Contractor shall maintain records, including, but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to properly reflect all matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the MCWDB.
2. **Preservation of Records:** Contractor shall preserve and make available its records for three (3) years from the date of final payment of this agreement. If at the end of the three (3) years, there is litigation or an audit involving those records, Contractor will retain records until the resolution of such litigation or audit.

D. Branding:

WIOA-funded programs will follow federal, state, and MCWDB branding guidelines. Contractor will not use its brand or promote its own organization without the explicit permission of the MCWDB.

EXHIBIT B

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by California Employers Association (CEA), hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- c. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- d. Contractor will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. Contractor agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

- a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **American's Disabilities Act (ADA):** Contractor agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

- c. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
- d. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.
- e. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- f. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).
- g. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- h. **Excluded Parties List:** The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.
- i. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- (2) Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
- (3) Every Contractor employee who works on this Agreement will:
 - a. Receive a copy of the Contractor's drug-free policy statement; and
 - b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.
- j. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).
- k. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that Contractor, to the best of its knowledge and belief, certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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. Nor shall Contractor have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for 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 government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
 - (4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

- l. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- m. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, 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, 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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. 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 failure.
- n. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- o. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor

further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.

- p. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

q. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

(1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.

- a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:
 - i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

- c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
 - d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).
- (2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
 - (3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
 - (4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
 - (5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: <http://www.montereycountywib.org/policies/policies/>).
 - (6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
 - (7) Contractor will comply with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."
 - (8) Contractor shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

r. Indemnification:

The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- s. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to Contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

- t. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- u. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

- a. **General Assurance:** Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.
- b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area ~~or a member of the MCWDB will not solicit or accept money or any other consideration from~~

a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))

- c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner- Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305).
- d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.
- e. **Procurement:** Contractor must comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2013-01 – Procurement Standards and policy attachments; <http://www.montereycountywib.org/policies/policies/>)

4. COORDINATION

- a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career

Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

- b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of Contractor, and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

- a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.
- b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.
- c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- d. The system for awarding contracts will contain safeguards to insure Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

7. FUNDING

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the

purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.

- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB, and shall no longer be available to Contractor.
- d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

8. FISCAL ACCOUNTABILITY

- a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.
- b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.
- d. All expenditures must be reported on an accrual basis of accounting.
- e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on

expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.

- f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WIOA funds as security or payment for obligations or as loans for activities of other funded programs.
- g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WIOA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.
- h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WIOA funds paid under this AGREEMENT, or other federal financial assistance.
- j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.
- k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.
- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: <http://www.co.monterey.ca.us/auditor/policies.htm>.

9. PAYMENT OF AUTHORIZED EXPENDITURES

- a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due

to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

- b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

10. PERFORMANCE ACCOUNTABILITY

- a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.
- b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:
 - (1) Specific Actions to be taken
 - (2) The objective of each action
 - (3) Completion dates
 - (4) Person(s) responsible
 - (5) Result(s) to be accomplished
- c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.
- d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

11. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

- a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.
- b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over-time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.
- c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.
- d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

12. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

- a. There is a decrease in Federal or State funding levels.
- b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

13. REPORTING

- a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.
- b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the

MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

14. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

- a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with thirty (30) days advance notice of termination of this Agreement for convenience.
- b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.
 - (1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.
 - (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:
Executive Director
Monterey County Workforce Development Board
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:

Mike Belnome, Director of Membership
California Employers Association (CEA)
1451 River Park Drive, Suite 116

Sacramento, CA 95815
Phone (800) 399-5331
mbelnome@employers.org

15. RECORDS MAINTENANCE & RETENTION

- a. If participants are served under this AGREEMENT, Contractor will use CalJOBS <https://www.caljobs.ca.gov>, online case management systems as prescribed by the County of Monterey.
- b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)
- c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.
- d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

16. AUDITS

- a. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted in accordance with 2 CFR Part 200.514.
- b. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

- c. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

17. DISALLOWED COSTS

- a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.
- b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.
- c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

18. CONFLICTS

- a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.
- b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

19. PROPERTY

- a. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.
- b. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of \$1,000 at the time of purchase, and is expected to have a useful life of one year or more.

- c. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of \$1,000 or more, and use expectancy in excess of one year.
- d. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:
 - (1) a description of the property;
 - (2) acquisition date and costs;
 - (3) supplier; and
 - (4) percentage of the cost of the property purchased with funds from this AGREEMENT.
- e. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

20. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
- c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical

safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

- d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.
 - (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.
- g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

- i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.
- j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.
- m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:
 - (1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using Contractor and/or subcontractor(s)

services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.

- (3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.
 - (4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

EXHIBIT C
BUDGET DETAIL

Human Resource Services
October 1, 2020 to September 30, 2021

Services	Annual Fee	Subtotal
Human Resource Hotline	\$19,995	\$19,995
Webinars and On-Site Workshops (4) <i>Usage-Based Pricing:</i> Virtual Webinars: \$795 each On-Site Workshops: \$995 each After-Hours Premium: + \$250	N/A	\$5,005
TOTAL		\$25,000

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND
CALIFORNIA EMPLOYERS ASSOCIATION**

This Amendment No. 1 is made to the Agreement for the provision of human resources services for Monterey County employers, by and between California Employers Association (CEA), hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective October 1, 2020, the MCWDB and Contractor entered into an Agreement in the annual amount of \$25,000 to provide human resources services ("the Agreement"); and

WHEREAS, the MCWDB and Contractor wish to amend the Agreement to decrease the annual amount of the Agreement by \$5,205 for a new annual amount not to exceed \$19,795 and a total agreement amount not to exceed \$44,795; and extend the term of the Agreement for an additional year;

NOW THEREFORE, the MCWDB and Contractor hereby agree:

1. Section IV (A) shall be amended by removing the language, "This Agreement shall commence effective October 1, 2020 through September 30, 2021, unless sooner terminated as provided herein," and replacing it with, **"This Agreement shall commence effective October 1, 2020 and remain in full force and effective through September 30, 2022, unless sooner terminated as provided herein."**
2. Section IV (C) (1) shall be amended by removing the language, "Funding available for human resource services for the period from October 1, 2020 to September 30, 2021 shall not exceed \$25,000," and replacing it with **"Funding available for human resources services for the period from October 1, 2020 to September 30, 2022 shall not exceed \$44,795."**
3. Exhibit B, "General Conditions, Assurances and Certifications," shall be amended by replacing it with Exhibit B-1, "Amended General Conditions, Assurances and Certifications, Workforce Innovation and Opportunity Act (WIOA)," attached to this Amendment No. 1.
4. Exhibit C, "Budget Detail," shall be amended by replacing it with Exhibit C-1, "Amended Budget Detail, Human Resources Services, October 1, 2020 to September 30, 2022," attached to this Amendment No. 1.

Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT, as amended, are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT No. 1, together with all previous amendments, shall be attached to the original AGREEMENT with an effective date of October 1, 2020.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

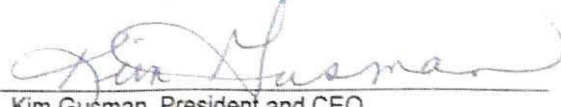
MONTEREY COUNTY WORKFORCE
DEVELOPMENT BOARD



Chris Donnelly, Executive Director

Dated 9/13/2021

CALIFORNIA EMPLOYERS ASSOCIATION



Kim Gusman, President and CEO

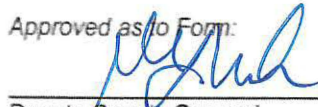
Dated 9-8-21

Mike Belnome

Mike Belnome, Managing Director

Dated 9/8/21

Approved as to Form:



Deputy County Counsel

Dated 9/14/2021

EXHIBIT B-1

AMENDED GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by California Employers Association, hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- c. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- d. Contractor will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. Contractor agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

- a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **American's Disabilities Act (ADA):** Contractor agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- c. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am

aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- d. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.
- e. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- f. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).
- g. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- h. **Excluded Parties List:** The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.
- i. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2) Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - (3) Every Contractor employee who works on this Agreement will:
 - a. Receive a copy of the Contractor's drug-free policy statement; and
 - b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.
- j. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).
- k. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will

comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that Contractor, to the best of its knowledge and belief, certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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. Nor shall Contractor have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for 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 government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
 - (4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.
- l. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- m. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of Contractor, 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, 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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) Contractor shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.
 - (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. 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 failure.

- n. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- o. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.
- p. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- q. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**
- (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.
- a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:
- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed

above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

- c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
 - d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).
- (2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
 - (3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
 - (4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
 - (5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: <http://www.montereycountywib.org/policies/policies/>).
 - (6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
 - (7) Contractor will comply with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL.”
 - (8) Contractor shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

r. Indemnification:

The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

s. Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds

appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to Contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

- t. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- u. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

- a. **General Assurance:** Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.
- b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action

involving a related organization. (Reference 2 CFR Part 200.318(c)(2))

- c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner- Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305).
- d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.
- e. **Procurement:** Contractor must comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2013-01 – Procurement Standards and policy attachments; <https://www.montereycountywdb.org/policy-procedures/>).

4. COORDINATION

- a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.
- b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of Contractor and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

- a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.
- b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.
- c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

- d. The system for awarding contracts will contain safeguards to insure Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

7. FUNDING

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB, and shall no longer be available to Contractor.
- d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

8. FISCAL ACCOUNTABILITY

- a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.
- b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify

reimbursement payments made under this AGREEMENT.

- d. All expenditures must be reported on an accrual basis of accounting.
- e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.
- f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs.
- g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WOIA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.
- h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WOIA funds paid under this AGREEMENT, or other federal financial assistance.
- j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec. 194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.
- k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.
- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: <http://www.co.monterey.ca.us/auditor/policies.htm>.

9. PAYMENT OF AUTHORIZED EXPENDITURES

- a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise

specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

- b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

10. PERFORMANCE ACCOUNTABILITY

- a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.
- b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:
 - (1) Specific Actions to be taken
 - (2) The objective of each action
 - (3) Completion dates
 - (4) Person(s) responsible
 - (5) Result(s) to be accomplished
- c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.
- d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

11. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

- a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.
- b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

- c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.
- d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

12. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

- a. There is a decrease in Federal or State funding levels.
- b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

13. REPORTING

- a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.
- b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

14. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

- a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with ninety (90) days advance notice of termination of this Agreement for convenience.
- b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.

(1) In the event of breach of this Agreement by Contractor or in the event of Contractor's

violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.

- (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:
Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:
Mike Belnome
Managing Director
California Employers Association (CEA)
1451 River Park Drive, Suite 116
Sacramento, CA 95815

15. RECORDS MAINTENANCE & RETENTION

- a. If participants are served under this AGREEMENT, Contractor will use CalJOBS <https://www.caljobs.ca.gov>, online case management systems as prescribed by the County of Monterey.
- b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)
- c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.
- d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

16. AUDITS

- a. If Contractor expends \$750,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of 2 CFR part 200, subpart F (Single Audit.) Funds may be set aside in Contractor's budget in an amount equal to MCWDB'S fair share of the Contractor's cost of an A-133 independent audit, if required.
- b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.
- c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.
- d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.
- e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor's expense.
- f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.
- g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor's proof of current licensing on file in Contractor's office. Contractor must submit a copy of the auditor's certification to practice in California to the MCWDB.
- h. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.
- i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

17. DISALLOWED COSTS

- a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.
- b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.
- c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

18. CONFLICTS

- a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.
- b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

19. PROPERTY

- a. The Federal government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes: (1) the copyright in any work developed under this AGREEMENT; and (2) any rights of copyright to which Contractor purchases ownership with WIOA grant funds received under this AGREEMENT. Further, the federal, State, and City governments shall have access to any report, preliminary findings or data assembled by Contractor under this AGREEMENT and the federal government shall retain ownership and patent rights to any discovery or invention under this AGREEMENT, as provided in 29 C.F.R. Section 95.48, Appendix A-5, 29 C.F.R. Section 97.34, and 29 C.F.R. Section 97.36(i)(8)-(9).

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- b. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.
- c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of \$1,000 at the time of purchase, and is expected to have a useful life of one year or more.
- d. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of \$1,000 or more, and use expectancy in excess of one year.
- e. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:
 - (1) a description of the property;
 - (2) acquisition date and costs;
 - (3) supplier; and

(4) percentage of the cost of the property purchased with funds from this AGREEMENT.

- f. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

20. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
- c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.
 - (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.
- g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.
- j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.
- m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:
 - (1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a

secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.

- (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using Contractor and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.
 - (3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.
 - (4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

EXHIBIT C-1
AMENDED BUDGET DETAIL

Human Resources Services
October 1, 2020 to September 30, 2022

This budget pertains to the period from October 1, 2021 to September 30, 2022.

Services	Annual Fee	Subtotal
Human Resource Hotline	\$19,795	\$19,795
Webinars and On-Site Workshops (6)	No Charge	\$0.00
Virtual Webinars	Included	
On-Site Workshops	Included	
New Marketing Materials	Included	
Promotion of Hotline	Included	
TOTAL		\$19,795

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN
MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND
CALIFORNIA EMPLOYERS ASSOCIATION**

This Amendment No. 2 is made to the Agreement for the provision of human resources services for Monterey County employers, by and between California Employers Association (CEA), hereinafter “Contractor,” and the Monterey County Workforce Development Board, hereinafter “MCWDB,” both of which are collectively referred to as “the parties.”

WHEREAS, effective October 1, 2020, the MCWDB and Contractor entered into an Agreement in the annual amount of \$25,000 from Slingshot 2.0 funding to provide human resources services (“the Agreement”); and

WHEREAS, effective October 1, 2021, the MCWDB and Contractor entered into Amendment No. 1 to the Agreement to decrease the annual amount of the Agreement by \$5,205 for a new annual amount not to exceed \$19,795; increase the total aggregate amount of the agreement from September 30, 2020 through October 1, 2022 to \$44,795; and extend the term of the Agreement for an additional year; and

WHEREAS, the MCWDB and Contractor wish to again amend the Agreement, pursuant to this Amendment No. 2, to add the annual amount of \$19,795 from WIOA Adult and Dislocated Worker funding to the Agreement for a total agreement amount not to exceed \$64,590, and extend the term of the Agreement for an additional year, for a total aggregate term of October 1, 2020 through September 30, 2023;

NOW THEREFORE, the MCWDB and Contractor hereby agree:

1. Section IV (A) shall be amended by removing the language, “This Agreement shall commence effective October 1, 2020 through September 30, 2022, unless sooner terminated as provided herein,” and replacing it with, **“This Agreement shall commence effective October 1, 2020 and remain in full force and effective through September 30, 2023, unless sooner terminated as provided herein.”**
2. Section IV (C) (1) shall be amended by removing the language, “Funding available for human resource services for the period from October 1, 2020 to September 30, 2022 shall not exceed \$44,795.” and replacing it with **“Funding available for human resources services for the period from October 1, 2020 to September 30, 2023 shall not exceed \$64,590.”**
3. Exhibit B-1, “Amended General Conditions, Assurances and Certifications,” shall be amended by replacing it with Exhibit B-2, “Amended General Conditions, Assurances and Certifications, Workforce Innovation and Opportunity Act (WIOA),” attached to this Amendment No. 2.
4. Exhibit C-1, “Amended Budget Detail,” shall be amended by replacing it with Exhibit C-2, “Amended Budget Detail, Human Resources Services, October 1, 2022 to September 30, 2023,” attached to this Amendment No. 2.

Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT, as amended, are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT No. 2, together with all previous amendments, shall be attached to the original AGREEMENT with an effective date of October 1, 2020.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY WORKFORCE
DEVELOPMENT BOARD

CALIFORNIA EMPLOYERS ASSOCIATION

Chris Donnelly, Executive Director



Kim Gusman, President and CEO

Dated _____

Dated 8-17-2022



Natalie Jimenez, Director of Membership

Dated 8-17-2022

Approved as to Form:

Deputy County Counsel

Dated _____

EXHIBIT B-2

AMENDED GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by California Employers Association (CEA), hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL.
- f. Contractor will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

- a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- d. **Expatriate Corporations:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- e. **Americans Disabilities Act (ADA):** Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- f. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
- g. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.
- h. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- i. **Domestic Partners:** For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code § 10295.3.
- j. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).
- k. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- l. **Excluded Parties List:** The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.

- m. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2) Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - (3) Every Contractor employee who works on this Agreement will:
 - a. Receive a copy of the Contractor's drug-free policy statement; and
 - b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.
 - (4) The Contractor must notify the MCWDB if an employee of the Contractor is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
 - (5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- n. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).
- o. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Contractor, to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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. Nor shall Contractor have, within a three-year period preceding this

Agreement, been convicted of or had a civil judgment rendered against it for 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 government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
 - (4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.
- p. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- q. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of Contractor, 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, 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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) Contractor shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.
 - (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. 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 failure.
- r. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in

accordance with Public Contract Code §10353.

- s. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.
- t. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- u. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**
 - (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.
 - a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:
 - i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

- b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.
 - c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
 - d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).
- (2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
 - (3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
 - (4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
 - (5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: <http://www.montereycountywib.org/policies/policies/>).
 - (6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
 - (7) Contractor will comply with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."
 - (8) Contractor shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

v. **Indemnification:**

- (1) The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- (2) The following provision applies only if the Contractor is a non-governmental entity: The Contractor agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other 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 and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this Agreement.

- w. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to Contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

- x. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- y. **Clean Air Act:** 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).
- z. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

- a. **General Assurance:** Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.
- b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))
- c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner-Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305). For the purposes of this award, the Contractor is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.
- d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.
- e. **Procurement:** Contractor must comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2019-02 – Procurement Standards and policy attachments;

- f. **Flood Insurance:** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.
- g. **Architectural Barriers:** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
- h. **Promoting Equitable Delivery of Government Benefits and Equal Opportunity:** The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, Contractors must execute the terms and conditions of their funding award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Contractors should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the funding award. Contractors are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their agreements in such a way to achieve equity.
- i. **Publicity:** Pursuant to P.L. 117-103, Division H, Title V, Section 503, the Contractor is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
- j. **Telecommunications Prohibition:** Contractors must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Contractors are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, any use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited, including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- k. **Waste, Fraud, and Abuse:** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- l. **Whistleblower Protection:** All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.
- m. **Historically Black Colleges and Universities, Other Minority Institutions:** Pursuant to Executive Order (EO) 12928, the Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- n. **Improving Access to Services for Persons with Limited English Proficiency:** As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- o. **Harassment Prohibited:** The Contractor is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.
- p. **Health Benefits Coverage for Contraceptives:** Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. and 2) any

existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

- q. **Health Benefits Coverage for Abortions Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit a contractor from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- r. **Fair Labor Standards Act Amendment for Major Disasters:** Pursuant to P.L. 117-103, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:
- “(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
- (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
- (B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
- (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
- (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
- (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
- (iv) negotiating settlements; or
- (v) making recommendations regarding litigation.
- (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
- s. **Lobbying/Advocacy Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- t. **Blocking Pornography Required:** Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- u. **Privacy Act:** No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.
- v. **Procuring Goods Obtained through Child Labor Prohibited:** Pursuant to P.L. 117-103, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.
- w. **Promotion of Drug Legalization Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- x. **Purchase of Sterile Needles or Syringes Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- y. **Trafficking in Persons Prohibited:**
 - (1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 - I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—
 - (A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or
 - (B). Procure a commercial sex act during the period of time that the award is in effect; or
 - (C). Use forced labor in the performance of the award or subawards under the award.
 - II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —
 - (A). Is determined to have violated a prohibition in paragraph a.I of this award term; or
 - (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of

this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

4. COORDINATION

- a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America’s Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans’ Employment Representatives and Disabled Veterans’ Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

- b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of Contractor and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

- a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.
- b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.
- c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- d. The system for awarding contracts will contain safeguards to insure Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. CONSULTANTS

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

7. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. FUNDING

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute

enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.

- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB, and shall no longer be available to Contractor.
- d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. FISCAL ACCOUNTABILITY

- a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.
- b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.
- d. All expenditures must be reported on an accrual basis of accounting.
- e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.
- f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WIOA funds as security or payment for obligations or as loans for activities of other funded programs.
- g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be

paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WIOA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

- h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WIOA funds paid under this AGREEMENT, or other federal financial assistance.
- j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec. 194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.
- k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.
- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: <http://www.co.monterey.ca.us/auditor/policies.htm>.

10. PAYMENT OF AUTHORIZED EXPENDITURES

- a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.
- b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS

Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

12. PERFORMANCE ACCOUNTABILITY

- a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.
- b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:
 - (1) Specific Actions to be taken
 - (2) The objective of each action
 - (3) Completion dates
 - (4) Person(s) responsible
 - (5) Result(s) to be accomplished
- c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.
- d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

13. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

- a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.
- b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in

hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

- c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.
- d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

14. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

- a. There is a decrease in Federal or State funding levels.
- b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

15. REPORTING

- a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.
- b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

- a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide

Contractor with ninety (90) days advance notice of termination of this Agreement for convenience.

- b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.

(1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.

(2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:

Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:

Natalie Jimenez, Director of Membership
California Employers Association (CEA)
1451 River Park Drive, Suite 116
Sacramento, CA 95815

17. RECORDS MAINTENANCE & RETENTION

- a. If participants are served under this AGREEMENT, Contractor will use CalJOBS <https://www.caljobs.ca.gov>, online case management systems as prescribed by the County of Monterey.
- b. Contractor will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)
- c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor

and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.

- d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

18. AUDITS

- a. If Contractor expends \$750,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of 2 CFR part 200, subpart F (Single Audit.) Funds may be set aside in Contractor's budget in an amount equal to MCWDB'S fair share of the Contractor's cost of an A-133 independent audit, if required.
- b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.
- c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.
- d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.
- e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor's expense.
- f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.
- g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor's proof of current licensing on file in Contractor's office. Contractor must submit a copy of the auditor's certification to practice in California to the MCWDB.

- h. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.
- i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

19. DISALLOWED COSTS

- a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.
- b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.
- c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

20. CONFLICTS

- a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.
- b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

21. PROPERTY

- a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
 - (1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
 - (2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income

must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

- (3) The following language must be on all workforce products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

- (4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.
- (5) If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- b. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.
- c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of \$1,000 at the time of purchase, and is expected to have a useful life of one year or more.
- d. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of \$1,000 or more, and use expectancy in excess of one year.
- e. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:
- (1) a description of the property;
 - (2) acquisition date and costs;

- (3) supplier; and
- (4) percentage of the cost of the property purchased with funds from this AGREEMENT.

- f. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

22. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information, except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
 - b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
 - c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
 - d. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.
- (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs

to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

- (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
 - f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.
 - g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
 - h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
 - i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.
 - j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
 - k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
 - l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be

disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.

- m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:
- (1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using Contractor and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.
 - (3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.
 - (4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its

subcontractor(s) in the local area.

- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

EXHIBIT C-2

BUDGET DETAIL

Human Resources Services
October 1, 2022 to September 30, 2023

Services	Annual Fee	Subtotal
Human Resource Hotline	\$19,795	\$19,795
Newsletters	Included	\$0.00
6 Virtual Webinars/On-Site Compliance Trainings	Included	
6 Webinar Recordings	Included	
New Marketing Materials	Included	
Promotion of Hotline	Included	
TOTAL		\$19,795



Monterey County

Item No.37

Board Report

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

Legistar File Number: A 22-478

September 13, 2022

Introduced: 8/25/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Chief Information Officer to execute retroactively a non-standard Agreement between L3Harris Technologies, Inc., and the County of Monterey, for \$109,000 to provide Security Update Management Services (SUM+) for the County Next Generation Radio System (NGEN) for the term of May 15, 2022, to May 14, 2023; and
- b. Approve non-standard agreement terms as recommended by the Chief Information Officer of the Information Technology Department.
- c. Authorize the Chief Information Officer or designee to execute up to three (3) future amendments, subject to County Counsel review, to extend services by one (1) year per amendment and to allow for a ten percent (10%) annual increase per year provided the amendments do not significantly change the terms of the Agreement, including non-standard terms approved by the Board.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer to execute retroactively a non-standard Agreement between L3Harris Technologies, Inc., and the County of Monterey, for \$109,000 to provide Security Update Management Services (SUM+) for the County Next Generation Radio System (NGEN) for the term of May 15, 2022, to May 14, 2023; and
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SUMMARY:

The Information Technology Department has provided significant support for the Next Generation Radio System (NGEN) project, which involved installing and upgrading radio transmit sites throughout Monterey County as well primary and backup system cores at the Information Technology and Emergency Communications Departments. L3Harris Technologies has provided a systematic approach that allows the County to migrate from an analog system to advanced technology, ensuring that the County's public safety communication equipment is operating efficiently. The Security Update Management Services (SUM+) provides security management of the County's communication sites.

DISCUSSION:

The County selected L3Harris Technologies as the primary vendor to implement the NGEN project,

which replaced legacy public safety and local government voice and data radio networks, as required by Federal Communications Commission (FCC) mandate.

In support of this project, ITD seeks to continue the Security Update Management Services (SUM+) services, which is a security management system. This enhancement allows for equipment purchased in support of the NGEN System to be upgraded and secured on a routine basis, as updates become available, in a quick and efficient manner.

ITD's role is to ensure the County's critical communications systems are up to date and secure. The Security Update Management Services (SUM+) will ensure public safety communications infrastructure is kept up to date with the latest patches and secured with the latest security releases.

ITD seeks to purchase Security Update Management Services (SUM+) from L3Harris Technologies Inc. so that public safety communications equipment providing radio communications throughout Monterey County is protected against potential threats.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this agreement.

The Agreement was approved as a sole source agreement by the Contracts/Purchasing Officer.

FINANCING:

The funds have been included in the FY22-23 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Transactions relating to future fiscal years will be included in each respective Recommended Budget based upon the anticipated utilization of the services.

Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

_____ Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Agreement

SS L3Harris Technologies



Monterey County

Item No.

Board Report

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

Legistar File Number: A 22-478

September 13, 2022

Introduced: 8/25/2022

Current Status: Agenda Ready

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Matter Type: BoS Agreement

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In support of this project, ITD seeks to continue the Security Update Management Services (SUM+) services, which is a security management system. This enhancement allows for equipment purchased in support of the NGEN System to be upgraded and secured on a routine basis, as updates become available, in a quick and efficient manner.

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Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

DocuSigned by:

Date: 8/28/2022 | 10:56 PM PDT
747D862C7BD04AE...
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Agreement

SS L3Harris Technologies



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2022, by and between County of Monterey, CA, (hereinafter referred to as “Customer”) located at 855 East Laurel Drive Bldg D. Salinas, CA 93905 and **L3HARRIS TECHNOLOGIES, INC.** (hereinafter referred to as “L3Harris”), a Delaware corporation, acting through its Communication Systems Segment located at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 (collectively referred to as the “Parties”). This Agreement shall begin on May 15, 2022 (“Commencement Date”) and shall continue for a one (1) year period (“Term”) through May 14, 2023 (“Expiration Date”).

This Agreement, along with its sections and attachments listed below, describes the terms and conditions for purchase of Services by Customer as described in this Agreement or other document(s) attached to and made part of this Agreement. In the event of any inconsistencies or conflicts within this Agreement, precedence shall be given to the documents in the order in which they are listed:

SECTION I	SCOPE
SECTION II	SERVICES
SECTION III	GENERAL TERMS AND CONDITIONS
SECTION IV	DEFINITIONS
ATTACHMENT A	EQUIPMENT LIST
ATTACHMENT B	SERVICE DESCRIPTIONS
ATTACHMENT C	CRITICAL SPARES LIST (Not Applicable)
ATTACHMENT D	POINT OF CONTACT AND NOTICE

I. SCOPE

1. This Agreement contains the terms and conditions for Customer’s purchase and L3Harris’ delivery of the Services. L3Harris shall provide the Services described in this Agreement, including its attachments. L3Harris’ obligations under this Agreement may be performed by L3Harris, its agents, representatives, subcontractors, or any combination thereof, at L3Harris’ discretion. In addition to the General Terms and Conditions, the Service Descriptions included in Attachment B may contain terms and conditions specific to that particular Service.
2. At Customer’s request and upon L3Harris’ approval, L3Harris may also provide Demand Services for additional support beyond the Services.
3. The Services are defined within this Agreement and are limited to only those Services in Section II. (“Services”) and further described in Attachment B (“Service Descriptions”). All Services provided under this Agreement are only applicable to the Equipment identified in Attachment A (“Equipment List”). Any Equipment not identified in the Equipment List is excluded from the Services.

II. SERVICES

Below sets forth the mutually agreed Services purchased by Customer.

SERVICES
SECURITY UPDATE MANAGEMENT SERVICES (SUMS+)
SOFTWARE MANAGED SERVICES (SMS)

TERM (Period of Performance)	ANNUAL SUPPORT FEES
Year 1	\$109,000.00
TOTAL ANNUAL SUPPORT FEE	\$109,000.00


L3HARRIS™

Invoicing Interval: Annually
Purchase Order Required <input type="checkbox"/> Yes* <input type="checkbox"/> No *If a Purchase Order ("PO") is required by Customer, Customer must issue L3Harris a PO before the Commencement Date, otherwise L3Harris may invoice Customer without the issuance of a Customer PO.

III. GENERAL TERMS AND CONDITIONS

1. SUPPORT.

- a. Subject to the terms and conditions of this Agreement, L3Harris agrees to perform Services during the Term for the Support Fees, as may be amended from time to time in accordance with this Agreement. Services shall be provided for the Equipment at the Customer site(s) described in Attachment A ("Equipment List") and, unless agreed otherwise in writing, L3Harris shall not be obligated to provide Services for any products, equipment, hardware, software, site(s), or systems not identified in Attachment A ("Equipment List").
- b. L3Harris may supply new, used, reconditioned or substitute parts for the performance of Services. L3Harris shall provide Services at levels set forth in the manufacturer's product manuals and follow routine service procedures prescribed by L3Harris.
- c. If Customer purchases additional equipment from L3Harris, then that equipment must be added to the Equipment List by a mutually agreed upon Amendment to this Agreement for L3Harris to provide Services for that new equipment. The Amendment must also amend Section II. ("Services") to account for the cost of providing Services for the additional equipment.
- d. If Equipment cannot, in L3Harris' reasonable opinion, be properly or economically serviced for any reason, the Parties may agree upon a mutually agreed to Amendment to i) remove that Equipment from this Agreement or ii) modify the scope of Services related to that Equipment or iii) increase the price of providing Services for that Equipment.
- e. As a Demand Service, inspect and repair out of specification Equipment, as applicable, before the Services of this Agreement commence.

2. DEMAND SERVICES.

- a. **Demand Services Fees.** At Customer's request and upon L3Harris' approval, L3Harris may provide Demand Services for an additional fee. L3Harris shall provide a written quote for such Demand Services based upon the circumstances known at the time of the request and L3Harris shall perform such Demand Services only once the Parties have mutually agreed upon the scope and fees for such Demand Services.
- b. **Writing Required.** Any Demand Services that L3Harris agrees to perform shall be clearly defined in a properly executed Amendment to this Agreement, purchase order, or separate agreement between the Parties.
- c. **Emergency on Demand.** L3Harris may provide Demand Services in a manner not consistent with the requirements in this Section in an emergency, on a case-by-case basis, and at L3Harris' sole discretion.
- d. **Excluded Services.** If Customer requests L3Harris to provide any Excluded Services listed in this Agreement, such Excluded Services will be considered Demand Services and will only be provided in accordance with this Section.


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3. CONDITIONS OF SERVICE.

L3Harris' obligations to perform the Services are conditioned upon the below conditions being met by Customer. Customer shall:

- a. ensure Equipment is in good working order as of the Commencement Date and continues as such during the Term. Customer shall ensure Equipment is maintained per the recommended manuals. In addition to the Support Fees, Customer shall pay for Demand Services for any inspections performed by L3Harris to ensure Equipment is in good working order.
- b. work together with L3Harris to establish and maintain an Equipment List which will include serial numbers, if applicable, of all Equipment under this Agreement.
- c. notify L3Harris, promptly, of any Equipment failure or when any Equipment is lost, damaged, stolen, or taken out of service. L3Harris will respond to Customer's notification in a manner consistent with the Services of this Agreement.
- d. obtain and maintain all necessary permits required by Federal, state, tribal, or local governmental authority related to the Equipment and Services of this Agreement and remain in compliance with all such laws, rules, and regulations.
- e. purchase any necessary Hardware or upgrades, at Customer's expense, that may be necessary for the Services.
- f. not modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3harris with such Software Update or unless the prior written consent of L3Harris is obtained.
- g. not create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- h. meet all General Customer Obligations and satisfy all Customer's requirements under this Agreement.

4. SITE ACCESS, RESPONSE TIMES.

- a. If applicable, Response Times described in this Agreement assume that the Equipment is accessible by normal transportation methods and vehicles. On-site Response Time requirements exclude site locations that may require extensive drive time due to traffic conditions or site locations where specialized vehicles are required.
- b. Waivers of liability from L3Harris or its subcontractors will not be imposed as a site access requirement.
- c. Unless otherwise stated in this Agreement, the Support Fees exclude any charges or expenses associated with helicopter, snow vehicle, ATV, boat, or other atypical access requirements; if these charges or expenses are reasonably incurred by L3Harris in rendering the Services, Customer agrees to reimburse L3Harris for those charges and expenses.
- d. Customer will be billed separately, as Demand Services, for time lost or changes in the Services due to any delay caused by Customer's action or inaction.


L3HARRIS™

5. EXCLUDED SERVICES.

Only the Services in Section II. (“Services”), as further described in Attachment B (“Service Descriptions”), shall be provided. The Services shall not include exclusions defined in other parts of this Agreement. Unless purchased by Customer and listed as Services under Section II. Services of this Agreement, Excluded Services are the following services excluded from the Services of this Agreement:

- a. receiving Services for items not set out in Attachment A (“Equipment List”) of this Agreement; or Equipment that has reached End of Life (“EOL”) or End of Support (“EOS”) or Equipment for which parts are not available.
- b. receiving Services at a location other than the site(s) or location(s) listed in Attachment A (“Equipment List”) of this Agreement.
- c. correction of faults due to Customer’s failure to meets its obligations outlined throughout this Agreement.
- d. correction of faults, defects, or damage caused by any of the following: i) Customer’s modification, neglect, or misuse of the Equipment; ii) use other than in the normal, customary, intended, and authorized manner, or use not in compliance with applicable industry standards or OEM specifications ; iii) excessive wear and tear, abuse, vandalism, theft or other criminal activity, accident, disaster, fire, flood, water, weather or environmental conditions, liquids, power surges, acts of God; iv) acts or omissions or delays by Customer or Third-Party; v) work performed on Equipment by Customer or Third-Parties who are not authorized by L3Harris to perform such work; or vi) force majeure event not otherwise described within this Section.
- e. correction of faults in any equipment (whether or not supplied by L3Harris) not covered by this Agreement.
- f. cleaning, painting, refinishing, or other cosmetic improvement of the Equipment.
- g. relocation or transportation of Equipment, or the rectification of any faults caused by such relocation or transportation, unless where such relocation or transportation of Equipment was performed by L3Harris as a Service under this Agreement or other properly executed agreement between the Parties.
- h. receiving any software unless expressly provided for as a Service under this Agreement.
- i. implementation of changes to the Equipment or configurations which were not a requirement of the specifications for the Equipment listed in this Agreement or otherwise committed to by L3Harris in a properly executed agreement between the Parties.
- j. correction of any fault which would be remedied by a software or routine maintenance or repair which is required by the specifications for the Equipment.
- k. service for accessory items or items that are consumed in the normal operation of the Equipment such as: batteries, uninterruptable power supplies (“UPS”), belt attached objects such as clips and holsters, battery chargers, personal audio interfaces such as footswitches or earpieces, headsets, keypads, fuses, knobs, lanyards, or labels.
- l. services for custom or special products; modified Equipment or software; upgrading or programming Equipment.


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- m. repair or maintenance of any transmission path or transmission medium for voice or data radios including antennas, dishes, masts, tower top amplifiers, transmission lines, tower or tower lighting.
- n. tower climbs or services for i) any Equipment mounted on towers or telephone lines, ii) computer networks, iii) the internet, or iv) Equipment malfunction caused by a transmission medium.
- o. installation of software, Software Updates, or Security Updates unless such installation is L3Harris' responsibility and falls within the defined Services of this Agreement. See SUMS+ Installation and/or SMS Installation, if applicable.
- p. receiving system configuration documents or system audit.
- q. training.
- r. hardware upgrades unless such hardware upgrades are L3Harris' responsibility and falls within the defined Services of this Agreement. See Planned Network Upgrades and/or Obsolescence Protection, if applicable.
- s. additional services such as data backup, line sweeps, or taking readings or performing services beyond those listed in the Preventive Maintenance L3Harris Table, if applicable, or this Agreement.
- t. repairs at the Customer location. See On-Site Corrective Maintenance, if applicable.
- u. initial installation or configuration of any software, or installation of multiple revisions of software to catch up to a more recent software release, or to roll back to a previous software release, or any configuration changes. Note, this installation or configuration is neither included in SUMS+ nor SMS Installation Services.
- v. software installation on Equipment unless targeted by the L3Harris Software Update or L3Harris Operating System Patch and as per the SUMS+ Installation and/or SMS Installation Service Descriptions, as applicable.

6. GENERAL CUSTOMER OBLIGATIONS.

Customer acknowledges that receipt of the Services and the amount of the Support Fee described in this Agreement are dependent on the prompt and proper performance of the Customer fulfilling the requirements under Conditions of Service and its obligations under this Agreement. Obligations require that Customer shall:

- a. ensure that all necessary clearances, escorts, ID cards, network access requirements including custom software or security credentials, or other requirements, have been provided to L3Harris, in advance of a L3Harris' technician(s)' visit, to allow prompt access to any Equipment requiring Services that may be located in a secured or limited access area under Customer's or Third-Party's control. Customer shall not restrict L3Harris access to the site(s) or prevent L3Harris from performing the Services under this Agreement on the basis that Customer does not have a L3Harris Certificate of Insurance ("COI") on file or in Customer's possession.
- b. provide L3Harris, at no charge, full and free access to the Equipment and an appropriate non-hazardous work environment located in the Equipment's physical location which should include, at a minimum, unlimited access, adequate shelter, heat, light, ventilation, electric current and outlets, and local wireless and telephone access for L3Harris' use in the Equipment's physical location.


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- c. provide all information or services (including, but not limited to inventory/audits) under Customer's control relevant or pertaining to L3Harris' Services and/or pertaining to the Hardware and software elements of any system with which the Equipment is interfacing so that L3Harris may perform its Services.
- d. replace defective Equipment with a Critical Spare where required and promptly ship the defective Equipment to L3Harris in accordance with L3Harris' directions.
- e. ensure that the personnel responsible for carrying out the General Customer Obligations outlined in this Section are suitably qualified, authorized, trained and/or experienced.
- f. maintain a suitable environment for the operation and maintenance of the Equipment (including without limitation power supply, temperature and humidity control) in accordance with normal industry practices, and as set out in the published data sheets, manuals, or other written instructions for the Equipment.
- g. provide L3Harris with all cooperation to facilitate the efficient discharge of L3Harris' Services under this Agreement including, without limitation: i) providing the necessary physical and virtual access to the site(s) and the Equipment; ii) ensuring the site(s) comply with all relevant health and safety codes; and iii) providing, on request, a suitably qualified or informed representative, agent, or employee to accompany L3Harris personnel and to advise L3Harris on access or on any other matter within the Customer's knowledge or control which will assist L3Harris in performing the Services under this Agreement.
- h. ensure systems backups (including all programs and data) and Equipment configuration records are kept up to date.
- i. install the Operating System Patches, as applicable under SUMS+, in the order of receipt and release from L3Harris. If Customer purchased SUMS+ Installation as part of the Services of this Agreement, L3Harris will install the Operating System Patches in accordance with the SUMS+ Installation Services of this Agreement.
- j. install the Software Update, as applicable, in accordance with the L3Harris provided Software Update installation instructions found within the Software Release Notes from L3Harris. If Customer purchased SMS Installation as part of the Services of this Agreement, L3Harris will install the L3Harris Software Updates in accordance with the SMS Installation Services of this Agreement.
- k. complete the Operating System Patches process on the target devices (e.g. rebooting the target devices) by following the instructions accompanying each Operating System Patches, as applicable under SUMS+.
- l. provide primary power source, PABX and PSTN connections or lines, radio frequency coverage performance after coverage verification test acceptance, suitable inter-site and inter node links, and further installation of the Equipment at the sites.
- m. provide secure and adequate facilities adjacent to or in reasonable proximity to the Equipment for the storage by L3Harris of tools and other items necessary to perform the Services. Customer shall permit L3Harris to have access to such storage facilities at all times.
- n. maintain confidentiality of any logon(s) and password(s) required to access Equipment or Services. Access to Tech-Link is only permitted for current Customer employees or contractors. Customer must manage and remove access rights for departing employees (for example by changing passwords) and L3Harris shall not be liable for any loss or


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damage incurred by Customer due to Customer's failure to comply with this clause.

- o. cooperate with L3Harris and perform all efforts that are necessary to enable L3Harris to provide the Services to Customer.
- p. ensure L3Harris can perform Services in a continuous effort.
- q. waive Services, without reimbursement, for Services when L3Harris does not have access to provide the Services or when L3Harris is unable to provide Services due to Customer's or Third-Party's action or inaction.
- r. provide L3Harris with at least two (2) Points of Contact, as described in Point of Contact Section of this Agreement.
- s. require at least one Point of Contact be available twenty-four (24) hours per day, seven (7) days per week with an escalation procedure to enable Customer's personnel to maintain contact, as needed, with L3Harris.
- t. perform and provide proof of performance of all routine and Preventive Maintenance and updates to software and Hardware as recommended in Equipment manuals unless such Preventive Maintenance is L3Harris' responsibility and falls within the defined Services of this Agreement.
- u. provide L3Harris a response to Summary Reports within thirty (30) days of receipt.
- v. reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update, if Customer makes backup copies of any Software Update, and label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris.
- w. not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update, or unless the prior written consent of L3Harris is obtained.
- x. not, under any circumstances, create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- y. decide whether to install or not install Software Updates and Operating System Patches, as applicable, based on the risks and benefits involved and waive all L3Harris liability for such decision.
- z. provide L3Harris or L3Harris subcontractor the Software Updates and/or Operating System Patches for installation, if applicable.
- aa. comply with the L3Harris schedule for the performance of Services.
- bb. keep Equipment current and compliant with all regulatory agencies' and manufacturers' agreements, manuals, and licenses.

7. SERVICE REQUEST PROCEDURE.

Customer shall:

- a. require their users report issues to a designated Customer's Point of Contact.
- b. require its Point of Contact to provide Notice to L3Harris when there is any activity or inactivity that impacts the system, Equipment, or Services including system configuration changes.


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- c. provide the software and interface cables or allow L3Harris the time needed to acquire such items, as needed to perform the Services on the Equipment.
- d. compile Equipment into a central location before Services are provided, as directed by L3Harris.
- e. submit a Service Request as set out in this Section of this Agreement with additional descriptions in Attachment B ("Service Descriptions").
- f. immediately after making a Service Request for L3Harris support, provide L3Harris, where possible, with an example of the relevant defect or error.
- g. keep L3Harris fully informed with up-to-date Equipment, site(s), and configuration details for the Equipment, including without limitation Equipment serial numbers, locations, contact information, and site personnel qualified to submit a Service Request.
- h. have personnel with sufficient Equipment related training to be able to i) carry out basic operating system housekeeping, ii) work through complex procedures with remote guidance provided by L3Harris, and iii) carry out procedures as outlined by L3Harris within a reasonable time after such procedures have been received from L3Harris.
- i. provide a mutually agreed form of communications link for remote diagnostics and promptly grant access rights to L3Harris and its subcontractors when required.
- j. maintain and make available the required type and number of Customer owned and managed Critical Spares in accordance with this Agreement.
- k. approve or disapprove additional charges L3Harris estimates are required to perform repairs or replace the Equipment within five (5) business days from the date of the estimate. If Customer disapproves the additional charges, Customer shall pay a Diagnostic Fee.
- l. pay additional costs for Demand Services for additional efforts including Equipment aggregation management, delays in work, software or cable interface acquisition for non-L3Harris equipment, configuration or software changes, or repairs.

8. FEES AND PAYMENT TERMS.

- a. Customer shall pay the Support Fees for Services and the Demand Services Fees for Demand Services.
- b. L3Harris reserves the right to increase the Support Fees as Equipment is added or if Customer requests an increased level of service, or if there is any other variation requested by Customer to this Agreement.
- c. Except as expressly provided in this Agreement, L3Harris may revise its Support Fees at any time by giving Customer notice not less than ninety (90) days before the rate change, provided that the revised rates are mutually agreed upon in writing. If the revised rates are not mutually agreed upon by the Parties within the ninety (90) day Notice period, L3Harris may terminate this Agreement in accordance with Section III.9. ("Term and Termination").
- d. Payment terms shall be net thirty (30) days from the date of invoice. Support Fees will be billed in advance and in accordance with Section II. ("Services").
- e. All fees payable under this Agreement are exclusive of sales, use, value added, goods and services taxes, or any customs, import or export duties, and should any such fees arise, these shall be payable by Customer. Where appropriate, such taxes will be added to the


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invoice, billed as a separate item, to the extent possible, and paid by Customer unless Customer provides L3Harris with evidence of payment or certificate of exemption.

- f. To the fullest extent permissible by law, Customer waives its right of set-off. No payment is considered received until L3Harris has received cleared funds.
- g. If Customer is overdue with any payment then, without prejudice to any other right or remedy available to L3Harris; i) Customer shall be liable to pay interest on the overdue amount at the rate of one and one-half percent (1.5%) per complete month until L3Harris has received payment of the overdue amount together with interest that has accrued; and ii) L3Harris may suspend contractual performance and/or exercise a lien over Equipment and any items returned for repair or replacement until Customer has made such overdue payment in full.

9. TERM AND TERMINATION.

- a. The Term of this Agreement shall begin on the Commencement Date and shall continue through the Expiration Date as indicated in this Agreement.
- b. In the event of: i) Customer's material breach because Customer fails to make any payment within thirty (30) days of the date of invoice, or ii) any other material breach of this Agreement by Customer which shall continue for thirty (30) or more days after Notice of such to Customer, L3Harris shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity; and either: i) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or ii) terminate this Agreement by written Notice to Customer if the breach remains uncorrected. The amount due for Services not rendered would be a liquidated damage which is necessary because the Services are not evenly distributed throughout the Term.
- c. In the event of a material breach of this Agreement by L3Harris, Customer shall provide L3Harris with a reasonably detailed Notice of the breach. L3Harris will have thirty (30) days to provide a written plan to cure the default and begin implementing the cure plan immediately after the plan is approved by Customer. Customer shall not unreasonably disapprove of such cure plan. If L3Harris does not satisfy the requirements of this clause, Customer may terminate this Agreement effective upon giving a thirty (30) days' written Notice of termination.
- d. Each of the Parties shall have the right to terminate this Agreement at any time by providing the other Party thirty (30) days' Notice.
- e. If L3Harris, in its sole discretion, provides Services after the termination or Expiration Date of this Agreement, the terms and conditions in effect at the time of the termination or Expiration Date will apply to those Services and Customer agrees to pay for such as Demand Services.
- f. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to L3Harris will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, L3Harris will have no further obligation to provide Services.
- g. If L3Harris terminates as defined in this Section, or if Customer terminates due to L3Harris default in accordance with this Section. L3Harris shall refund to Customer a pro rata share of monies paid for Services not rendered.



10. CRITICAL SPARES.

- a. L3Harris requires Customer to purchase and store at the site (or other location agreed in writing between the Parties) the Critical Spares set out in Attachment C ("Critical Spares List"), of this Agreement. From time-to-time L3Harris will require Customer to purchase and store at the site additional Critical Spares, as L3Harris considers necessary for effective delivery of the Services.
- b. L3Harris will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of Customer to comply with the previous clause regarding the Critical Spares.

11. SPARE PARTS, SUBSTITUTION, END OF PRODUCTION.

- a. If Spare Parts are required to obtain Services, Customer shall be responsible for the purchase of Spare Parts in addition to the Customer's Critical Spares. L3Harris may, at Customer's request and in L3Harris' sole discretion, assist Customer in determining an inventory of suggested Spare Parts.
- b. L3Harris will generally support provisioning of its Equipment for a period of five (5) years after final production. L3Harris will endeavor to provide six (6) months advance notification of the final production date. Advance notification may be provided by L3Harris through any manner L3Harris deems appropriate. This may include notification through a(n): end-of-life notice, customer mailing, Tech-Link notice, letter, memo, or Amendment. L3Harris will utilize commercially reasonable efforts to assure its Equipment availability and shall not be liable to Customer for Equipment obsolescence or Equipment unavailability under this Agreement beyond L3Harris' commercially reasonable efforts. L3Harris may replace or repair Equipment with new or substitute products or parts, at its sole discretion, based on L3Harris' business needs.
- c. Third-Party Equipment and Third-Party Support Agreements (relative to the Third-Party Hardware) will be supported in accordance with the individual manufacturer's provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Spare Parts, Third-Party Equipment, and/or Third-Party Support Agreements are available for sale to Customer (at Customer's expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Spare Parts and Third-Party Equipment obsolescence or Third-Party Spare Parts and Third-Party Equipment and/or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris' commercially reasonable efforts.
- d. At Customer's request, L3Harris shall provide to Customer an estimate of all charges for any required Third-Party Support Agreements; replacement parts or replacement equipment of any Spare Part or Equipment that has become obsolete or unavailable.

12. CONFIDENTIALITY.

- a. Nothing in this Agreement shall affect any related non-disclosure agreement between the Parties or other contractual obligations of confidentiality, which will continue in full force and effect and will apply to the subject matter of this Agreement. Customer shall not disclose Confidential Information to any Third-Party disclosed by L3Harris under or in relation to this Agreement.
- b. Each Party undertakes not to (and to procure that its employees and contractors will not) divulge the terms and conditions of this Agreement or any information of a confidential nature, including but not limited to Confidential Information, disclosed to it by the other,


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whether oral or written, and shall not use such information except as contemplated by this Agreement.

- c. The Party's obligations within this Section shall cease to apply to information which:
 - i. is or becomes part of the public domain without violation of this Agreement;
 - ii. is known and on record at the receiving Party before disclosure by the disclosing Party;
 - iii. is lawfully obtained by the receiving Party from a Third-Party without similar restrictions to those herein contained;
 - iv. is developed by the receiving Party completely independently of any such disclosure by the disclosing Party;
 - v. is required to be disclosed by competent government or regulatory agencies, court or stock exchange provided, however, that the receiving Party shall notify the disclosing Party as soon as lawfully and practically possible of the requirement to make such a disclosure.

13. HEALTH, SAFETY, AND OTHER LAWS/REGULATIONS.

- a. Each Party shall comply with all relevant Health and Safety laws and regulations in all respects in relation to its obligations under this Agreement (including without limitation a safe working environment and methods of working), and each Party shall indemnify the other Party in respect of all costs, liabilities, damages or expenses incurred as a result of any failure to do so. In the event a work site or Equipment location is determined by L3Harris to pose a safety or health threat, L3Harris may cancel or suspend the Services without penalty and until threat no longer exists.
- b. L3Harris will comply with applicable Federal, State, and local laws and regulations as of the date of this Agreement which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, Services provided, and the manufacture in L3Harris' facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment and Services will be equitably adjusted to compensate L3Harris for the cost of compliance with laws or regulations related to this Agreement.
- c. The performance of Services on Customer's premises shall be subject to Customer's reasonable determination regarding the health and safety of its students and staff. If Customer determines that it is unsafe to perform the Services on its premises on a particular date due to COVID-19, the Parties may reschedule the performance of the Services on a mutually agreeable date. Furthermore, during any time L3Harris representatives will have access to Customer's premises, L3Harris shall ensure that its representatives shall comply with Customer's reasonable safety protocols, including without limitation, then existing COVID-19 protocols administered by Customer.

14. EXCLUSIVITY.

- a. Customer shall only permit maintenance, repairs, additions, adjustments, or alterations to Equipment by a Third-Party with the prior written consent of L3Harris.
- b. In the event Customer effects maintenance, repairs, additions, adjustments, or alterations to the Equipment, Customer represents, warrants and agrees to use only L3Harris approved parts and procedures as directed by L3Harris for the operation of the Equipment. Note that


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the Customer makes such maintenance, repairs, additions, adjustments, or alternations at its own risk and such actions may cause Services to such Equipment to be excluded.

15. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS.

- a. All patents, trademarks, service marks, or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, specifications, drawings, technical information, know-how and rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world ("IPR") arising under this Agreement, except to the extent that they comprise or incorporate IPR supplied by Customer, shall, as between the Parties, vest in and be owned by L3Harris absolutely and Customer shall acquire no right, title, or interest therein.
- b. Any computer program, firmware, or other software forming part of the Equipment or supplied by L3Harris to Customer pursuant to this Agreement shall remain the exclusive property of L3Harris (or its licensee) and such software shall, unless otherwise agreed in writing, be licensed to Customer under the license terms applicable to the Equipment, software, or systems to which they relate.
- c. Unless otherwise indicated, information provided to Customer via Tech-Link is copyrighted by and proprietary to L3Harris and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use, or otherwise used in whole or in part in any manner without L3Harris' prior written consent.
- d. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS EITHER TO DESIGN SOFTWARE UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEMS OR TO PROVIDE ADDITIONAL PLATFORM COMPONENTS, UPGRADES AND UPDATES FOR THE OPERATION OF SOFTWARE UPDATES, AND CUSTOMER WAIVES ANY SUCH DUTY OR OBLIGATION BY L3HARRIS. L3HARRIS SHALL HAVE THE RIGHT TO DISCONTINUE PROVIDING, AT ANY TIME IN L3HARRIS' DISCRETION, SERVICES IN SUPPORT OF ANY SOFTWARE, OR SOFTWARE UPDATES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT
- e. All Software Updates and Security Updates shall be made available to Customer Point of Contact. In addition, each Software Update shall contain at least one (1) set of Software Release Notes. In the event any software media incurs damage while being made available from L3Harris to Customer Point of Contact, then L3Harris shall provide replacements to Customer at no additional charge.
- f. Customer agrees that if it makes any backup copies of any Software Update supplied by L3Harris, Customer will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update and will label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris. Nothing herein grants Customer any right to sublicense any software included in a Designated System or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.
- g. Customer agrees not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update or unless the prior written consent of L3Harris is obtained. Under no circumstance


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shall Customer create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.

- h. Third-Party Software and Third-Party Support Agreements (relative to the Third-Party Software) will be supported in accordance with the individual manufacturer's provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Software and Third-Party Support Agreements are available for sale to Customer (at Customer's expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Software obsolescence or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris' commercially reasonable efforts. At Customer's request, L3Harris shall provide to Customer an estimate of all charges for any required (and if available) Third-Party Support Agreements or Software of any Software that has become obsolete or unavailable.
- i. Nothing herein grants Customer any right to sublicense any software included as part of the Equipment or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.

16. FORCE MAJEURE.

L3Harris and Customer shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to a Force Majeure Event as defined in this Agreement. In the event such delays or failures interrupt Services, the affected Party shall promptly notify the other of the circumstances and the anticipated delay. Subject to prompt notification in writing of the reason for and likely duration of the delay, the performance of the Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists provided that Party shall use all reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within ninety (90) days of that Notice the other Party may at any time thereafter, but in any event before resumption of obligations by the affected Party, by Notice terminate the affected portion of this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained shall be construed to constitute the Parties hereto as partners or joint ventures or the agent of the other Party in any sense of these terms whatsoever, and no Party may act for or bind another Party in any dealings with a Third-Party.

18. DISPUTES.

The Parties shall attempt to resolve in good faith any disputes arising under or in relation to or in connection with this Agreement or its subject matter. If good faith negotiations between the Parties fail to resolve the dispute, then, before issuing court proceedings, the Parties shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts.

19. JURISDICTION.

The construction, validity, and performance of this Agreement shall be governed and interpreted by the laws of the State of California, excluding its rules pertaining to conflict of laws. Customer consents to the personal jurisdiction of the state and federal courts within the State of California. Venue for any legal proceedings shall be in any state or federal court in the State of California, and the Parties waive all objections based on venue or forum non conveniens with respect to this Agreement.

20. WAIVER OF JURY.



By entering into this Agreement, L3Harris and Customer hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

21. POINT OF CONTACT.

- a. Customer shall appoint two or more individuals to each be a Point of Contact who will interface between the Customer and its employees and L3Harris.
- b. Customer shall ensure each Point of Contact is an individual with sufficient technical expertise to be able to interact knowledgeably with L3Harris' technical support personnel.
- c. Names; contact information; and areas of specialty, if applicable, for each Point of Contact will be provided by Customer and attached as Attachment D ("Point of Contact and Notice"), to this Agreement.
- d. Customer shall provide Notice to L3Harris of any changes to Point of Contact information and shall submit a new Attachment D ("Point of Contact and Notice") within ten (10) business days of any significant modifications.

22. NOTICE.

Notices between the Parties shall be transmitted in writing by certified mail nationally recognized overnight courier service to the Parties at the addresses set forth in Attachment D ("Point of Contact and Notice") of this Agreement and shall be deemed effective upon receipt by the receiving Party. Either Party may change its address by giving Notice in writing thereof to the other Party.

23. WARRANTY.

- a. Any warranty provided outside this Agreement will take precedence for Equipment covered by such a warranty.
- b. **SERVICE WARRANTY.** ALL SERVICES PROVIDED THROUGH THIS AGREEMENT SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, L3HARRIS HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT OR ACCURACY, (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED TO NINETY (90) DAYS.
- c. **CUSTOMER REMEDY.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY UNDER THIS AGREEMENT SHALL BE, AT L3HARRIS' OPTION, RE-PERFORMANCE OF THE SERVICES, TERMINATION OF THIS AGREEMENT, REMOVAL OF THE AFFECTED EQUIPMENT FROM THE EQUIPMENT LIST, REPLACEMENT OF THE EQUIPMENT AT ISSUE, AS APPLICABLE, CESSATION OR MODIFICATION OF THE APPLICABLE SERVICES AND RETURN OF THE PORTION OF THE SUPPORT FEES PAID TO L3HARRIS BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.
- d. **REPAIR WARRANTY.** ANY REPAIRED OR REPLACEMENT EQUIPMENT FURNISHED THROUGH SERVICES OF THIS AGREEMENT SHALL BE


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WARRANTED FOR THE REMAINING AND UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PERIOD FOR THAT PART OR EQUIPMENT, OR NINETY (90) DAYS, WHICHEVER IS GREATER. ANY ORIGINAL WARRANTY PERIOD SHALL NOT BE EXTENDED. WHERE A FAILURE CANNOT BE CORRECTED BY L3HARRIS THROUGH COMMERCIALY REASONABLE EFFORTS, L3HARRIS WILL REFUND TO BUYER THE FEES PAID FOR THE REPAIRED OR REPLACED EQUIPMENT LESS DEPRECIATION.

- e. L3HARRIS MAY REPLACE OR REPAIR EQUIPMENT WITH NEW OR SUBSTITUTE PRODUCTS OR PARTS, AT ITS SOLE DISCRETION, BASED ON L3HARRIS' BUSINESS NEEDS.

24. LIMITATION OF LIABILITY.

- a. Nothing in this Agreement shall limit L3Harris' or its suppliers, agents, subcontractors, representatives' liability for personal injury or death caused by its negligence.
- b. The Parties' liability to each other or to any Third-Party arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort (including, without limitation, negligence) or otherwise shall be limited to the greater of i) amounts paid or payable by Customer to L3Harris for the applicable Services during the six (6) months preceding the event or circumstances giving rise to such liability or ii) one hundred thousand (\$100,000) US dollars. The liability of each Party shall be cumulative and not per incident.
- c. Subject to the exceptions set forth in this Section, in no event shall either Party or its suppliers, agents, subcontractors, representatives be liable for any incidental, special, punitive or consequential damages, lost profits or lost or damaged data, or any indirect damages, whether arising in contract, tort (including negligence) or otherwise even if such losses or damages were foreseen, foreseeable, known or otherwise.

25. COVERAGE, INTERFERENCE, AND THIRD-PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon L3Harris unless reduced to a writing signed by an authorized representative of L3Harris and made a part of this Agreement. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of L3Harris such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. L3Harris cannot be responsible for interference or disruption of Services caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Customer's expense) of corrective devices adapted for locations and installations. L3Harris may, at Customer's request and at Demand Services, investigate interference reported by Customer, and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Customer utilizes facilities or services supplied by others such as common carrier services or shared services, L3Harris shall have no responsibility for the availability or adequacy of any such facilities or services.

26. INSURANCE.

L3Harris shall obtain and at all times during the Term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or


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companies authorized to do business in the State(s) in which Customer's facilities are located, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary and evidenced by a Certificate of Insurance ("COI"), upon Customer's request.

27. SUBCONTRACTORS.

- a. L3Harris may subcontract Services in whole or in part. Should any subcontractor fail to perform, or their work otherwise proves unsatisfactory by L3Harris, L3Harris will arrange for continuing Services or Demand Services by qualified technicians for the duration of this Agreement.
- b. L3Harris shall not be liable for any work performed by a subcontractor, unless such subcontractor is performing work under L3Harris' direction and pursuant to a mutually executed agreement between L3Harris and the Customer.
- c. During the Term of this Agreement and continuing for a period of two (2) years after, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any Third-Party, any employee of L3Harris, or its subcontractors without the prior written authorization of L3Harris. This condition applies only to those employees of L3Harris or its subcontractors who are responsible for rendering Services under this Agreement. Customer shall not, however, be prohibited from employing any such person who contacts Customer on his or her own initiative and without any direct solicitation.

28. GENERAL.

- a. The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of such provision and shall in no way affect the right later to enforce the terms and conditions. All waivers must be provided in writing by the Party waiving their rights under this Agreement.
- b. This Agreement cannot be amended, modified or any provisions waived orally. The Parties must execute an Amendment for any changes, amendments, or modifications to be effective.
- c. If any part or parts of this Agreement are held illegal, invalid, or unenforceable by any court or administrative body of competent jurisdiction, such determination shall not affect the legality, validity, or enforceability of the remaining parts of this Agreement which shall remain in full force and effect. Where available, the Parties shall use commercially reasonable efforts to agree upon a new stipulation resembling the invalid one in commercial purpose and effect.
- d. This Agreement may not be assigned by either Party without the consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the immediately preceding sentence, L3Harris may: i) assign all its rights, obligations and liabilities under this Agreement to any subsidiary or parent company; or ii) assign its rights to monies due or payable under this Agreement; provided, that, L3Harris shall provide Customer with Notice of any such assignment. L3Harris' assignment of monies due or payable under this Agreement will not relieve L3Harris of any obligations or responsibilities to Customer hereunder.

29. MERGER/ENTIRE AGREEMENT.

This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior implied, oral, or written communications between the


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Parties. There are no conditions, understandings, agreements, representations or warranties expressed or implied, that are not specified herein.

IV. DEFINITIONS

1. **AMENDMENT.** Means a written order, signed by both Parties, that amends, modifies, or waives any terms and conditions and/or Services of this Agreement.
2. **BUSINESS HOURS.** Means the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday excluding, national, state, and local holidays. Local time and local holidays are based on where the Customer's site(s) are located.
3. **COMMENCEMENT DATE.** Means the date on which the Term of this Agreement begins as outlined in this Agreement.
4. **CONFIDENTIAL INFORMATION.** Means all pricing, software, technical, and IPR, commercial, financial, proprietary, trade secret, or other information and materials concerning the business and affairs of L3Harris.
5. **CRITICAL SPARES.** Means the Spare Parts a Customer is required to have on site at all times, as described in this Agreement and listed in Attachment C ("Critical Spares List").
6. **DEMAND SERVICES.** Means service requests beyond the scope of this Agreement. Demand Services may be performed for an additional cost, as determined by L3Harris. The installation, maintenance, repair, removal, reinstallation, and/or replacement of equipment not associated with the Services as defined in this Agreement shall be considered Demand Services. L3Harris has the right to reasonably refuse to provide Demand Services. Work performed outside of Business Hours may be considered Demand Services. Time lost or changes in the Services due to any delay caused by Customer's action or inaction may be considered Demand Services.
7. **DESIGNATED SYSTEM(S).** Means the L3Harris system(s) purchased by Customer and identified in Equipment List. The Designated System does not include excluded products or other systems to which the Designated System may be linked.
8. **DIAGNOSTIC FEE.** Means the fee that is charged if Customer disapproves charges to repair and/or replace Equipment upon L3Harris' determination for repair or replacement of Equipment, as per applicable service in Attachment B ("Service Description"). L3Harris will charge Customer a Diagnostic Fee based on the repair facility used and return the unrepaired Equipment to Customer.
9. **EMERGENCY CALLS.** Means calls received by L3Harris from Customer for Priority Technical Support (PTS) or Preferred Technical Support, as applicable, because of the Designated System being partially or completely off the air.
10. **EQUIPMENT.** Means the Hardware, Platform, software, and Designated System(s), for which Services are to be provided under this Agreement as identified exclusively and expressly outlined in the Equipment List attached to this Agreement as Attachment A ("Equipment List").
11. **EXCLUDED SERVICES.** Means the services specifically excluded in this Agreement as outlined within the Excluded Services of this Agreement, or other exclusions defined additionally in other parts of this Agreement.
12. **FORCE MAJEURE EVENT.** Means any event or circumstance or combination of events or circumstances that: i) is beyond the reasonable control of the affected Party; ii) could not have been mitigated, avoided, or prevented through the exercise of reasonable care and precautions; and iii) materially and adversely affects the performance by such Party of all or a part of its obligations


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under or pursuant to this Agreement. Force Majeure Events include but are not limited to acts of God, acts of government, war (declared or undeclared), insurrection, acts of terrorism, fires, severe weather, floods, earthquakes, epidemics, pandemics (including but not limited to COVID-19), quarantines, strikes, labor disputes, blackouts, embargoes, natural disaster, emergency conditions incompatible with safety or good quality workmanship, invasion, armed conflict or act of foreign enemy, blockade, revolution, rebellion, riot, civil commotion, sabotage; radioactive contamination or ionizing radiation; labor or material shortages that could not have been reasonably foreseen; any changes in law, including changes in tax laws; any lightning, hurricane, drought, tsunami, monsoon, tempest, storm, cyclone, volcano, mudslide, typhoon, tornado, or other unusually severe weather or act of nature; explosion or chemical contamination; any blight, famine, plague; any transportation accidents; suspension of flight operations due to inclement weather; delays of suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both L3Harris and its supplier, or any similar unforeseen event that renders performance commercially implausible.

13. **HARDWARE.** Means, collectively, the Terminals and Infrastructure Hardware.
14. **INFORMATION ASSURANCE VULNERABILITY MANAGEMENT (IAVM) ASSESSMENT.** Means an assessment made by an L3Harris security technician on the Equipment to determine if applicable IAVMs have been applied.
15. **INFRASTRUCTURE.** Means the i) Radio Frequency (RF) site (consisting of only a duplexer, combiner, multicoupler, channels, Internet Protocol (IP) channel routers with interface cards, Network Sentry, Unified Audio Card (UAC), and Mini-Mobility Exchange (MME); ii) the dispatch site (consisting of only IP consoles, IP console switches, IP console routers, IP console internal interface cards, and IP console power supplies; or iii) VIDA Core equipment (consisting of only the VIDA Core IP server, storage array, IP router, backup device, firewall, fault management data collection device, and network management pc interface). Infrastructure and respective quantities are specifically itemized in the Equipment List.
16. **INFRASTRUCTURE HARDWARE.** Means the equipment, goods, and materials for the infrastructure.
17. **L3HARRIS LICENSED PROGRAMS.** Means all L3Harris software programs and associated documentation nonexclusively licensed to Customer by L3Harris for use solely with the Designated System(s).
18. **NON-L3HARRIS INFRASTRUCTURE.** Non L3Harris Infrastructure may comprise of the following: microwave or data transport system components (such as microwave, fiber, multiplexors, and routers), logging recorders, timing receiving or generation systems, towers, tower top amplifiers, shelters, fences, landscaping, dehydrators, fuel tanks, alternating or direct current power systems (uninterruptible power supply (UPS), bi-directional amplifiers (BDAs), monitors, inverters, converters, generators, or feeds), heating ventilation air conditioning (HVAC), fire suppression, and/or other environmental monitoring or affecting systems. Non-L3Harris Infrastructure and respective quantities for which Services will be provided are specifically itemized in the Equipment List.
19. **ON-SITE CORRECTIVE MAINTENANCE.** Means investigation of a Customer-reported problem at Customer's location after remote diagnostics are made and repair or replacement of Equipment, if necessary, using Customer purchased Spare Parts.
20. **OPERATING SYSTEM PATCHES.** Means modifications made by vendors of Third-Party Software Products to address issues or provide Security Updates.


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21. **OPERATING SYSTEM PATCH DISTRIBUTION.** Means providing Operating System Patches to which the Customer is entitled under this Agreement for the Security Update Management Service (SUMS+), if applicable.
22. **PLATFORM.** Means the Infrastructure Hardware in combination with the operating system.
23. **POINT OF CONTACT.** Means the person(s) identified in this Agreement., as designated by the Customer. The Point of Contact will be the primary interface between Customer's employees and L3Harris.
24. **PREVENTIVE MAINTENANCE.** Means tests, checks, and alignment on Customer's Equipment to ensure that the Equipment meets the specifications of each Equipment's manual.
25. **RESPONSE TIMES.** Means the expected timeframe for L3Harris to respond to an unscheduled system problem or outage event as described in the applicable Attachment B ("Service Descriptions").
26. **SECURITY TECHNICAL IMPLEMENTATION GUIDE (STIG).** Means a methodology for standardized secure installation and maintenance of computer software and hardware.
27. **SECURITY UPDATES.** Means updates to software meant to mitigate, address and/or resolve product security vulnerabilities in system components offered by L3Harris. These updates include Vendor Patches and/or Vendor Work-Arounds. Third-Party Software Product remediations and security policy updates provided by VIDA Secure Sentry, as applicable.
28. **SECURITY UPDATE DISTRIBUTION.** Means providing Security Updates to which the Customer is entitled under this Agreement and the VIDA Secure Sentry Installation, as applicable.
29. **SERVICE(S).** Means Services to be provided by L3Harris, as identified and limited in the Section I. ("Scope"), Section II. ("Services"), and more specifically described in Attachment B ("Service Descriptions"), to be performed on Equipment identified on the Equipment List, as applicable.
30. **SOFTWARE RELEASE NOTES.** Means a set of notes provided by L3Harris detailing the contents of the Software Update or Operating System Patches, as applicable, and providing installation instructions, as applicable.
31. **SOFTWARE UPDATES.** Means L3Harris provided Software Updates for L3Harris Licensed Programs available for corrections, modifications, or minor enhancements to software for Equipment under this Agreement, including enhancements and/or corrections to existing features for the Equipment.
32. **SPARE PART(S).** Means additional parts required to complete repairs of the Equipment.
33. **SUMMARY REPORT.** Means communication to indicate action taken in a report to be provided to Customer within the frequency and intervals, and as exemplified under the applicable Attachment B ("Service Descriptions") for Services, or in another format as determined by L3Harris.
34. **SUPPORT FEES.** Means the amounts listed in Section II. ("Services") in USD.
35. **SYSTEM ADMINISTRATION.** Means maintaining the Unified Administration System (UAS) database of radio terminals authorized to operate on Customer's system by adding, deleting, and/or modifying radio terminals from UAS and initiate radio terminal Disable/Enable commands as necessary, and as requested by Customer.
36. **SYSTEM RELEASE.** Means a specific combination of Platform, software, and operating system.
37. **TAC.** Means the L3Harris Technical Assistance Center.


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38. **TECH-LINK.** Means the technical information section of L3Harris' web site. Access is restricted to authorized subscribers via a user ID and password login.
39. **TERMINALS.** Means mobile radios, portable radios, control stations, vehicle repeaters, or back up dispatch radios that consist of mobile or portable radios as their prime radio transmitter. Terminals and respective quantities are specifically itemized in the Equipment List.
40. **THIRD-PARTY(IES).** Means any entity other than L3Harris that provides products or services to Customer, whether managed by or processed through L3Harris.
41. **THIRD-PARTY SOFTWARE PRODUCTS.** Means software owned by a party other than L3Harris excluding Original Equipment Manufacturer software licensed by L3Harris to Customer as part of the software.
42. **THIRD-PARTY SUPPORT AGREEMENT(S).** Means Third-Party agreements provided by Third-Party to provide technical support for their Third-Party products whether hardware or software. These Third-Party Support Agreements allow for installation of Operating System Patches within the Designated System and are required in order for Customer to receive SUMS+, SMS, and VIDA Secure Sentry services, as applicable.
43. **VENDOR PATCHES.** Means software patches provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.
44. **VENDOR WORK-AROUNDS.** Means configuration and/or procedural changes provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.

Intending to be bound hereby, the Parties hereto have caused this Agreement to be executed, as of the latest date below, by the Parties' duly authorized representatives.

L3HARRIS TECHNOLOGIES, INC.

By: 655EF1D741C4428
 Name: Jeremy Roe
 Title: Principal Contracts
 Date: 8/25/2022 | 1:07 PM PDT

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____

DocuSigned by:
Samuel Briderwell
 61542069561440E...
 8/25/2022 | 2:36 PM
 Samuel Briderwell,
 Deputy County Counsel

DocuSigned by:
Gary Giboney
 D3834BFEC1D8449...
 8/25/2022 | 2:55 PM PDT
 Add'l Controller



ATTACHMENT A
EQUIPMENT LIST

Where applicable, the Designated System will be defined as the following L3Harris Infrastructure:

DESIGNATED SYSTEM

SYSTEM NAME	SYSTEM CLASSIFICATION
	Next Generation Public Safety Communications System P25

SITE LOCATIONS

QTY	DESCRIPTION
	County of Monterey, CA



ATTACHMENT B SERVICE DESCRIPTIONS

I. SECURITY UPDATE MANAGEMENT SERVICES (SUMS+)

1. Service Description. Provides periodic Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities.
2. Service Request. No Service Request is needed. L3Harris shall notify Customer when Operating System Patches are available. For additional SUMS+ related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
3. L3Harris Responsibilities:
 - a. Provide periodic Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities. Operating System Patches will contain at least one (1) set of Software Release Notes. Operating System Patches will include patches for the Third-Party operating systems used in the Infrastructure.
 - i. Operating System Patches Upon Enrollment. As determined by a system configuration baseline and documentation audit performed by L3Harris, L3Harris shall provide to Customer the Operating System Patches required, if any, to bring the L3Harris Operating System Patches within the Designated System(s) up to L3Harris current levels. This excludes updates to new versions of Third-Party Software Products. New versions of Third-Party Software Products are included as part of PTS Service Description. Customer will be required to have current license, services, and/or support agreement(s) with Third-Party vendor(s) which allow for installation of Operating System Patches within the Designated System. L3Harris shall assist Customer in obtaining necessary Third-Party Support Agreements through PTS. Any additional cost to secure these Third-Party Support Agreements is the sole responsibility of the Customer.
 - ii. Subsequent Operating System Patches. During the Term, L3Harris shall provide Operating System Patches to Customer for Third-Party operating system software included in the Designated System.
 - b. Monitoring. L3Harris uses reasonable efforts to monitor pertinent governmental, vendor, independent sources, and open-source information databases to identify vulnerabilities and subsequent resolutions applicable to Third-Party operating systems used by the Designated System(s). L3Harris shall identify and document latest known system vulnerabilities and compliance issues discovered and provide a status and recommendations report via Tech-Link.
 - c. Operating System Patches Pretest. Operating System Patches are tested on dedicated security verification test systems to ensure proper system operation prior to general release.
 - d. Delivery. Operating System Patches shall be provided to the Customer Point of Contact.
 - i. Operating System Patches are electronically distributed to target devices via a client-server application running within the Designated System(s). This application provides the full scheduling capabilities should an application restart or server reboot be necessary to complete the update process.
 - ii. Telephone support is available through TAC, with respect to the installation of Operating System Patches.
 - iii. On-site support for installation is not included in SUMS+ but may be purchased by the Customer. See SUMS+ Installation.
4. Limitations. Operating System Patches provided by L3Harris are limited to L3Harris' current and current minus one System Release levels, therefore, Customer may be required to purchase and


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install, at Customer's expense, additional or upgraded Hardware or software in order to take full advantage of Operating System Patches. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS TO PROVIDE OPERATING SYSTEM PATCHES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.

5. Customer Delegation. Customer hereby delegates, grants, and assigns to L3Harris, acting as the Customer's agent, all approval rights relating to the selection of Operating System Patches. All approvals given to Third-Party vendors by L3Harris shall be deemed as being granted by the Customer.

III. SOFTWARE MANAGED SERVICES (SMS)

1. Service Description. Provides periodic Software Updates to L3Harris Licensed Programs.
2. Service Request. No Service Request is needed. L3Harris shall notify Customer when SMS are available. For additional SMS related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
3. L3Harris Responsibilities:
 - a. Deliver Software Updates electronically to Customer's Point of Contact and make available for download by Customer unless Customer requests and it is mutually agreed to provide the Software Update in another format. Hardware purchases or upgrades, at Customer's expense, may be necessary for Customer to fully implement the Software Updates.
 - b. Provide at least one (1) set of Software Release Notes.
 - c. Provide replacements to Customer at no additional charge, for any software media that incurs damage during shipment.
 - d. Make available system level release documentation, prior to the general release of a major System Release by L3Harris for L3Harris Licensed Programs, announcing the impending release, and detailing its contents and impact, if any, on any other L3Harris Hardware or software components.
4. Compatibility with Hardware. Customer acknowledges that Software Updates may not operate on older hardware. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.
5. System Configuration Baseline and Documentation Update. As part of the initial enrollment process, L3Harris may deem it necessary to conduct a system audit of the Designated System(s) to be covered under this Agreement. If said audit is required, audit will be conducted and used to verify Customer's first-year SMS fee and to determine the System Release levels for L3 Harris Licensed Programs contained within the Designated System at the time of enrollment, together with any Hardware updates necessary to accommodate Software Updates. Customer may incur additional costs for modifications or updates required to initiate the SMS.
6. Installation Phone Support. Customer may use TAC telephone support with respect to the installation of Software Updates.
7. Tech-Link. Customer, through the Customer Point of Contact, will have access to Tech-Link via a user ID and password authorization to access release documentation and downloadable distribution media.
8. Services Not Included. Unless Obsolescence Protection and/or Planned Network Upgrade, as applicable, are purchased by Customer (See Section II. Services, of this Agreement), Hardware upgrades, are not included within the scope of this Agreement.
 - a. If a Software Update requires a corresponding Hardware change, Customer will be required



to separately purchase the compatible Hardware to fully install and utilize the Software Update. L3Harris will endeavour to notify Customer in advance of any Hardware changes needed to implement a Software Update, via the system-level release documentation or other reasonable method of communication from L3Harris.

- a. The installation of Software Updates may require a new version of one or more Third-Party software applications which new versions of Third-Party software applications are not included as part of SMS.



ATTACHMENT C
CRITICAL SPARES LIST

NOT APPLICABLE



ATTACHMENT D
POINT OF CONTACT AND NOTICE

NOTICE TO L3HARRIS:

Name **Alvin Koes**
Title **Dir., Technical Support Services**
Address **221 Jefferson Ridge Parkway**
Address **Lynchburg, VA 24501**

NOTICE TO CUSTOMER:

Name **Kathryn Wells**
Title **Finance Manager III**
Address **1590 Moffett Street**
Address **Salinas, CA 93905**

L3HARRIS POINT OF CONTACT:

Name **Alvin Koes**
Title **Director**
Phone **434-455-9408**
Expertise **Technical Support & Eng.**

CUSTOMER POINT OF CONTACT:

Name **Eric A. Chatham**
Title **Chief Information Officer**
 (831) 759-6920
Expertise **Administration**

Name **John Jones**
Title **Assoc. Manager**
Phone **434-455-9252**
Expertise **Technical Support**

Name **Steven Paxton**
Title **Information Technology**
 Manager
Phone **(831) 796-1463**
Expertise **Technical Support**

SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

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. This document does not replace an Agreement.

“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.

“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.

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. 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.

In an effort to expedite sole source/brand requisition requests through Contracts/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, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

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.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

L3Harris Technologies

Revised:
April 21, 2022

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, Contracts/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.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. 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.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

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

Please make copies of the Criteria for Sole Source/Brand form for your future use.

County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date 7/19/22

1. Please indicate the following:

Procurement: ☒ Goods
☒ Services

Description of Item: software releases and security updates

(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 the 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.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

☐ Preferred Vendor
☒ Sole Source

Vendor Name: L3Harris Technologies
Address: 221 Jefferson Ridge Parkway City: Lynchburg State: VA
Phone Number: (858) 342-8714 Fax: ()
Contact Person: Rob Nelson Title: _____
Federal Employer #: 34-0276860

L3Harris Technologies

Revised:
April 21, 2022

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?

L3Harris Technologies has provided Next Generation Radio System upgrades since 2010. This is a primary and redundant server systems, switches, and radio frequency components system that run software that needs both updating and securing on a regular basis.

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?

L3Harris Technologies provide special configured and tested security releases, and software updates which optimize loading and operation on the hardware platforms which were purchased in support of the Next Generation radio system.

c) Why are these specific features/qualifications required?

The original agreement with L3Harris Technologies installed hardware systems operating with the most current versions of software and that security software is kept up-to-date securing hardware and software systems protected from intrusion and/or corruption.

d) What other products/services have been examined and/or rejected?

None.

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

These software and security release packages are built exclusively by L3Harris Technologies for systems produced and installed by L3Harris Technologies. Other vendor solutions would not work for their systems.

L3Harris Technologies

Revised:
April 21, 2022

- f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

These software and security updates will ensure L3Harris Technologies hardware and software systems are updated to the latest release version and that all systems and software components are protected with the latest security updates and features. Without these updates, the Next Generation system would be vulnerable to malicious cyber intrusion and attack, becoming a danger to public safety communications and the safety of our Monterey County citizens.

- g) Estimated Costs:

\$109,000.00 annually; \$545,000 for 5 years.

4. Is there an unusual or compelling urgency associated with this project?



No




Yes (Please describe)

Revised:
April 21, 2022

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.

DocuSigned by:

F89AF02DB1D9444
Requestors Signature

7/19/2022 | 9:22 AM PDT
Date

DocuSigned by:

747D862C7BD04AE...
Authorized Signature by Department Head

7/19/2022 | 9:25 AM PDT
Date

DocuSigned by:

7B741937AA0041B...
Approved by Contracts/Purchasing Officer

7/19/2022 | 10:03 AM PDT
Date



Monterey County

Item No.38

Board Report

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

Legistar File Number: 22-819

September 13, 2022

Introduced: 8/25/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

Adopt a resolution authorizing the District Attorney of the County of Monterey, on behalf of the County, to submit a proposal to the California Department of Emergency Services (CalOES) and to execute on behalf of the County the Grant Award Agreement including any extension or amendments thereof.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt a resolution authorizing the District Attorney of the County of Monterey, on behalf of the County, to submit a proposal to the California Department of Emergency Services (CalOES) and to execute on behalf of the County the Grant Award Agreement including any extension or amendments thereof.

SUMMARY:

The Monterey County District Attorney's Office (DA) 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. The DA is requesting authorization to apply to CalOES for the (KC) Child Advocacy Program, to provide services from April 1, 2023, through March 31, 2024.

DISCUSSION:

Approval of the recommended action will allow the District Attorney to submit the approved Board Resolution as verification of Board approval granting authority to sign the grant agreements for funding for the (KC) grant. The ongoing grant agreements and/or amendments will be based on similar terms as existing agreements.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

If approved by CalOES, the subject grant funds for FY 2022-23 will be submitted to the Budget Committee and the Board for approval, and included in the submission of the FY 2023-24 budget. Approval of this request and the receipt of the subject grants will have no new impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Approval of this request will increase public safety throughout the county by the increased prosecution efforts protecting children.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: G. Bruce Suckow, Finance Manager II, Ext. 5259

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:

Board Report

Board Resolution - DA Grant Authority



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers168 W. Alisal St., 1st Floor
Salinas, CA 93901**Legistar File Number: 22-819****September 13, 2022****Introduced:** 8/25/2022**Current Status:** Agenda Ready**Version:** 1**Matter Type:** General Agenda Item

Adopt a resolution authorizing the District Attorney of the County of Monterey, on behalf of the County, to submit a proposal to the California Department of Emergency Services (CalOES) and to execute on behalf of the County the Grant Award Agreement including any extension or amendments thereof.

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Adopt a resolution authorizing the District Attorney of the County of Monterey, on behalf of the County, to submit a proposal to the California Department of Emergency Services (CalOES) and to execute on behalf of the County the Grant Award Agreement including any extension or amendments thereof.

SUMMARY:

The Monterey County District Attorney's Office (DA) 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. The DA is requesting authorization to apply to CalOES for the (KC) Child Advocacy Program, to provide services from April 1, 2023, through March 31, 2024.

DISCUSSION:

Approval of the recommended action will allow the District Attorney to submit the approved Board Resolution as verification of Board approval granting authority to sign the grant agreements for funding for the (KC) grant. The ongoing grant agreements and/or amendments will be based on similar terms as existing agreements.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

If approved by CalOES, the subject grant funds for FY 2022-23 will be submitted to the Budget Committee and the Board for approval, and included in the submission of the FY 2023-24 budget. Approval of this request and the receipt of the subject grants will have no new impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Approval of this request will increase public safety throughout the county by the increased prosecution

Legistar File Number: 22-819

efforts protecting children.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: G. Bruce Suckow, Finance Manager II, Ext. 5259

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

DocuSigned by:

DocuSigned by:

DocuSigned by:

DocuSigned by:

DocuSigned by:

DocuSigned by:

Attachments:

Board Report

Board Resolution - DA Grant Authority

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

Resolution No.

Authorizing the District Attorney to execute and submit)
a grant proposal for the Child Advocacy (KC) Program)
to the California Department of Emergency Services)
(CalOES), and execute grant award agreements,)
including any amendments or extensions thereof.)

WHEREAS the Monterey County Board of Supervisors desires to undertake the Child Advocacy Program (KC); and,

WHEREAS, the Program is funded in part from funds made available from and administered by the California Department of Emergency Services (CalOES); and,

WHEREAS, the Board of Supervisors desires to authorize the District Attorney to submit a grant proposal for the Program, and to execute grant award agreements; and,

WHEREAS, the Board of Supervisors recognizes that as a condition of receiving such grants the County must agree that the State of California and the Department of Emergency Services will have no liability arising from the performance of any grant award agreement, and that the grant funds may be used only to implement the Programs and not supplant other expenditures controlled by the Board of Supervisors; NOW, THEREFORE,

BE IT RESOLVED, by the Board of Supervisors of the County of Monterey as follows:

1. The District Attorney of Monterey County is authorized, on behalf of the Board of Supervisors, to submit a proposal to the California Department of Emergency Services (CalOES) and is authorized to execute on behalf of the Board of Supervisors the Grant Award Agreement for the Child Advocacy (KC) Program, including any extensions or amendments thereof.
2. The Board of Supervisors agrees that any liability arising out of the performance of a grant award agreement in performance of the Child Advocacy (KC) Program shall be the responsibility of the County and the District Attorney's Office, and not of the State of California nor the Department of Emergency Services, which disclaim responsibility for any such liability.
3. Any grant funds received shall be used solely to implement the Child Advocacy (KC) Program, and not be used to supplant other expenditures controlled by the Board of Supervisors.

PASSED AND ADOPTED on 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 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.39

Board Report

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

Legistar File Number: A 22-480

September 13, 2022

Introduced: 8/26/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Monterey-Salinas Transit District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Monterey-Salinas Transit District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer.

SUMMARY:

Monterey County Information Technology Department recommends extending the MOU with Monterey-Salinas Transit District for subleasing of the Mount Toro radio communications site.

DISCUSSION:

The MOU sublease between Monterey-Salinas Transit District and the County of Monterey was originally executed on July 1, 2017. This site is under agreement between the County and the Dorrance Family, doing business as Dorrance Ranches, L.P. The County has under its control electronic radio broadcasting facilities located at the Mount Toro site and can sublease space at its discretion.

Monterey-Salinas Transit District utilizes the Mt Toro (Upper) radio site for two-way radio communications with their fleet of transit vehicles' radio communications.

The Chief Information Officer recommends renewal of this Amendment to provide co-located radio site space in the Mount Toro (Upper) shelter and on the tower.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed this memorandum of understanding and has approved as to form.

FINANCING:

Anticipated Revenue has been included in the FY22-23 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Transactions relating to future fiscal years will be included in each respective Recommended Budget based upon the anticipated

utilization of the services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site will provide critical radio communications to peninsula portion of Monterey County and enhance public safety for all first responders, school districts, and the community.

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

Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

_____ Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Original Memorandum of Understanding
Amendment No. 1



Monterey County

Item No.37

Board Report

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

Legistar File Number: A 22-480

September 13, 2022

Introduced: 8/26/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Monterey-Salinas Transit District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Monterey-Salinas Transit District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer.

SUMMARY:

Monterey County Information Technology Department recommends extending the MOU with Monterey-Salinas Transit District for subleasing of the Mount Toro radio communications site.

DISCUSSION:

The MOU sublease between Monterey-Salinas Transit District and the County of Monterey was originally executed on July 1, 2017. This site is under agreement between the County and the Dorrance Family, doing business as Dorrance Ranches, L.P. The County has under its control electronic radio broadcasting facilities located at the Mount Toro site and can sublease space at its discretion.

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The Chief Information Officer recommends renewal of this Amendment to provide co-located radio site space in the Mount Toro (Upper) shelter and on the tower.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed this memorandum of understanding and has approved as to form.

FINANCING:

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Legistar File Number: A 22-480

utilization of the services.


BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site will provide critical radio communications to peninsula portion of Monterey County and enhance public safety for all first responders, school districts, and the community.

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

Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

DocuSigned by:

747D882C7BD04AE... Date: 9/7/2022 | 8:11 PM PDT
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Original Memorandum of Understanding
Amendment No. 1

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONTEREY
AND MONTEREY-SALINAS TRANSIT REGARDING COMMUNICATIONS VAULT
SPACE AND SERVICES**

This Memorandum of Understanding (MOU) is made between the County of Monterey, acting by and through its Department of Information Technology ("County"), and Monterey-Salinas Transit District ("Lessee"), to provide communications vault space and supporting services to Lessee at the communications facilities operated by County described below.

RECITALS:

WHEREAS, County has under its control electronic radio broadcasting facilities located in the County of Monterey, known as the Mt. Toro site (Upper Toro) ("the facilities"); and

WHEREAS, County operates a communications vault at the facilities and wishes to make shelving space in that communications vault, as well as other services that facilitate radio communications within the County, available to Lessee; and

WHEREAS, Lessee intends to move, or has already moved, its telecommunications equipment into the communications vault at the facilities and wishes to receive, or already has received, communications services from County;

WHEREAS, the parties wish to enter into this MOU in order to clarify their respective roles and responsibilities regarding County's provision of shelving space at the facilities and communications services to Lessee;

THEREFORE, the parties agree as follows:

1. Facilities Description. As used in this MOU, "facilities" refers to a communications vault and associated radio towers operated by County, located in Monterey County and known as Mt. Toro site (Upper Toro).

2. Area/Services. County agrees to provide to Lessee an exclusive area, measured in rack mount units (RMUs), of communications vault space at the facilities, as specifically described in Exhibit A. County further agrees to provide Lessee with additional services such as associated antenna position(s) on the facilities tower, electrical power supply, and access to the facilities, as specifically described in Exhibit A.

3. Use. Lessee shall use the facilities solely for the purpose of operating and maintaining the telecommunications equipment specifically described in Exhibit A ("electronic equipment"), for installing and operating improvements, and for operating and maintaining such other radio transmitting and receiving equipment as County may from time to time consent to, in writing. Lessee shall operate its electronic equipment in accordance with the technical specifications set forth in Exhibit A.

4. Term.

(a) The term of this MOU is five (5) years and shall commence on July 1, 2017, and shall terminate on June 30, 2022, unless sooner terminated as provided herein.

(b) This MOU may be canceled by either party at any time upon providing sixty (60) days advance written notice to the other party. Upon providing termination notice to County, or upon receiving termination notice from County, Lessee shall remove its electronic equipment and improvements from the facilities by expiration of the sixty (60) day notice period.

(c) Nothing in this paragraph restricts County's right to remove Lessee's electronic equipment and/or improvements earlier than sixty (60) days, in its sole discretion, as set forth in this MOU.

(d) Termination of this MOU does not terminate Lessee's duty to defend, indemnify and hold County harmless, Lessee's obligation to maintain sufficient insurance, nor Lessee's obligation to repair and replace any damage to County's facilities and telecommunications equipment, as provided in this MOU.

5. Charges.

(a) Lessee shall pay charges to County based upon established County rates for each fiscal year, defined as beginning on July 1st and ending on June 30th. Rates will be established by County based upon an equitable allocation of known and projected customer occupation and usage.

(b) To determine cost allocation for each fiscal year, County will confirm with Lessee its intention to utilize communications vault space and receive communications services pursuant to this MOU, or to discontinue this MOU, before December 1st preceding the upcoming fiscal year. County will establish rates for the upcoming fiscal year in January preceding the upcoming fiscal year.

(c) By February 1st preceding the upcoming fiscal year, County will provide Lessee with documentation of rate calculations, using the methodology described herein, for the upcoming fiscal year, as well as Lessee's specific charges for the upcoming fiscal year. The rate charged to Lessee will reflect Lessee's pro rata share of prior and projected customer occupation and usage of the facilities and its receipt of communications services.

(d) Beginning fiscal year July 1, 2017 through June 30, 2018, the charges owed by Lessee shall be one thousand seven hundred eight dollars and sixty-two cents (\$1,708.62) due by July 1, 2017. If at any time during the term of this MOU, Lessee fails to timely submit charges due, Lessee shall be in default and as such shall give cause for termination of this MOU and removal of its electronic equipment and/or improvements.

(e) Lessee shall be invoiced for additional incidental site related fees as such fees are incurred. Fees shall include but are not limited to: purchased radio shop parts, telecom equipment, ITD telecom labor, and ITD radio labor. Payment of invoices is due within 30 (thirty) days of receipt by Lessee.

(f) Payment of charges shall be made, without deduction or delay, to:

Department of Information Technology
Attn: Finance
1590 Moffett Street
Salinas, California 93905

(g) Once received by County, the charges described in this paragraph are nonrefundable. In the event of termination of this MOU by either party, no reimbursement or refund of charges paid will be made by the County.

6. Default and Right of Removal.

(a) In the event of Lessee's breach of any covenant of this MOU, County shall provide Lessee with written notice thereof.

(b) If defaults are not cured within thirty (30) days after written notice from County to Lessee, County may, in its sole discretion, remove Lessee's electronic equipment and/or its improvements from the facilities. In addition to this right of removal upon notice, County may remove Lessee's electronic equipment and/or its improvements from the facilities without notice, if in County's sole discretion, immediate removal is necessary to protect the facilities from damage, to preserve the health and safety of its employees, agents and/or the general public, or to otherwise preserve the functionality of the facilities.

7. Holdover and Renewal. Any holding over after the expiration of the term of this MOU, with the consent of County, expressed or implied, shall continue to be subject to all the terms and conditions of the expired MOU.

8. Standards.

(a) Lessee agrees to install, maintain, and operate its electronic equipment and improvements in accordance with established technical standards and laws governing the use of electronic radio or telecommunications equipment.

(b) Lessee shall install and maintain its electronic equipment and improvements in a neat and workmanlike manner and shall conform in all respects to fire, safety, and construction standards deemed applicable to such installation by County, to County's satisfaction.

(c) Lessee shall, at its sole cost and expense, comply with the requirements of all County, municipal, state, and federal statutes, laws, ordinances, and regulations now in effect, or which may become effective, pertaining to the facilities and Lessee's use of the facilities, to Lessee's installation and operation of improvements, and to Lessee's receipt of communications services from County.

(d) Lessee shall display the appropriate license from the appropriate federal regulation agency on its electronic equipment and improvements.

9. Elimination of Electronic Interference.

(a) Lessee shall ensure that its installation and operation of its electronic equipment and improvements does not in any way hinder, obstruct, or interfere with County's radio or electronic equipment or its communications capability, or the radio or electronic equipment or communications capability of any other user of the facilities.

(b) In the event that County determines, in its sole discretion, that Lessee's installation or operation of its electronic equipment or improvements in any way hinders, obstructs, or interferes with County's radio or electronic equipment, or the radio or electronic equipment of other users of the facilities, Lessee shall, upon receipt of either oral or written notification from County, immediately correct or cease the interfering installation or operation.

(c) In the event of Lessee's inability or refusal to eliminate such interference, County may, in its sole discretion, take action to stop the operation, transmission or use of Lessee's electronic equipment or improvements in order to continuously eliminate such interference.

(d) Any interference and compatibility testing required to cease radio interference with County's radio or electronic equipment, or the radio or electronic equipment of other users at the facilities; any removal of or changes to Lessee's installed electronic equipment to eliminate such interference; and any installation of new equipment by Lessee to eliminate such interference shall be made by a qualified technical person, representing and retained by Lessee.

(e) During an emergency incident, if Lessee's electronic equipment or improvements interfere with County's or other facility user's radio or electronic equipment or communications, County may in its sole discretion require immediate removal of or cessation of operation, transmission, or use of Lessee's electronic equipment or improvements without advance notice. If Lessee fails to do so, County may, in its sole discretion, take action to stop the operation, transmission or use of Lessee's electronic equipment or improvements in order to eliminate said interference.

(f) All costs associated with elimination of interference with County's radio or electronic equipment, or the radio or electronic equipment of other users at the facilities, shall be borne solely by Lessee.

(g) County is not responsible for, and shall not be held liable or accountable for, any radio interference emanating from sources external to the facilities.

10. Replacement/substitution of electronic equipment.

(a) If Lessee's electronic equipment or improvements are destroyed by acts of nature, or if Lessee otherwise seeks to replace or substitute such equipment or improvements, Lessee may replace them with electronic equipment or improvements of the same general type so long as they (1) meet or exceed the technical specifications of its original equipment and improvements, (2) occupy no additional physical space, and (3) consume no additional electrical power.

(b) Lessee shall notify County in advance of its intent to install such replacement or substitute equipment or improvements, shall obtain County's consent, and shall notify County of the date that the replacement or substitution is completed.

(c) Lessee agrees to pay County administrative and engineering costs associated with County review and management of Lessee's installation of replacement or substitute equipment or improvements. Lessee shall compensate County in a sum equal to the actual cost of such services, including the time of County employees at their fully loaded rate. County will provide Lessee with an estimate of these costs, upon receiving notice of Lessee's intent to install replacement or substitute equipment or improvements. Upon completion of the installation, to County's specifications, Lessee shall make payment to County within 30 days of receipt of invoice from County.

11. Sublet Clause and Changes in Use.

(a) Lessee shall not transfer or assign this MOU, and shall not sublet, license, or permit the facilities to any other entity or individual.

(b) Lessee shall not cause or permit any change to its electronic equipment installed in the facilities, including power outputs and changes in the use of the frequencies described in Exhibit A, except upon making a written request to County for each transaction, and obtaining County's prior written consent.

(c) Should Lessee require a change in equipment, power outputs, or changes in frequencies after the beginning of the date of this MOU, then all costs associated with County's engineering reviews required to accommodate Lessee's changes will be invoiced by County, and will be due and payable by Lessee upon invoicing.

12. Access to the Facilities.

(a) Only Lessee and its properly qualified and authorized agents, employees, contractors, and servants shall have the right of access to the facilities.

(b) If Lessee's electronic equipment or improvements are operated or maintained by anyone other than Lessee's regular employees, the admission of such persons to the facilities shall be permitted only upon the express prior consent of County.

13. Rights Reserved by County.

(a) County reserves the right to use the facilities in any manner, including but not limited to, the right to construct, place, maintain, use, operate, repair, replace, alter, and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks; the right to use the facilities for grazing purposes; the right to grant easements over, across, upon and under the facilities; and the continuous right of ingress and egress to and from the facilities. County will exercise these rights in such manner as to avoid creating unreasonable interference with Lessee's exercise of the rights granted by this MOU.

(b) Rights granted to Lessee pursuant to this MOU are subject to all valid and existing contracts, leases, licenses, easements, encumbrances, and claims of title, which may affect the facilities. This MOU is subject to all existing easements and rights of way. County further reserves the right to grant public utility easements as may be necessary and Lessee hereby consents to the granting of any such easement.

(c) No priority or other rights shall attach to Lessee's use of any particular space in the facilities. County shall have the right at any time, upon giving notice thereof, to re-assign or re-allocate the amount or location of space for Lessee's electronic equipment and improvements. In the event that a space re-allocation is made, Lessee shall, within sixty (60) days of receipt of notice from County, remove or relocate its electronic equipment and improvements in conformity with County's reassignment or reallocation.

14. Notices. All notices or other communications required or permitted hereunder, shall be in writing and shall be personally delivered to:

For County: Department of Information Technology
Attn: Radio Manager
1590 Moffett Street
Salinas, California 93905

For Lessee: Monterey-Salinas Transit District
Mark Eccles, Director of IT
19 Upper Ragsdale Drive, Suite 200
Monterey, California 93940
831-264-5885 - Desk
831-760-3458 - Mobile

Advisement of a change of the above information shall be given by written notice.

15. Prohibited Uses. Lessee shall not commit, suffer, or permit any waste upon the facilities, nor act to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the facilities for any illegal purposes.

16. Improvements and Modifications.

(a) Lessee shall, at its sole expense, have the right from time to time during the term of this MOU to improve the facilities in a manner consistent with the purposes of this MOU, including but not limited to, the installation, operation, maintenance, or removal of electronic equipment, provided that any such improvement or equipment shall be constructed, installed or removed in such a manner as not to impair County's or other users' transmissions from the facilities.

(b) Lessee shall submit plans for the construction or enlargement of any improvement to County in advance of such construction or enlargement, and its plans shall be subject to written approval by County. County will not unreasonably withhold such approval.

(c) Lessee shall seek County approval of any changes, alterations, or substitutions of its electronic equipment, which approval will not be unreasonably withheld. Upon receiving County approvals for plans and installations, Lessee shall notify County thirty (30) days before the installation.

(d) Lessee shall, at its sole expense, have the right from time to time during the term of this MOU to connect wires and equipment to lines adjoining the facilities. As otherwise provided in this MOU, all such connection work done by Lessee on the facilities shall be done in conformity with applicable technical standards, laws, and regulations; shall in no way impair County's or other users' transmissions from the facilities; and may only occur upon County's prior written consent.

(e) In improving the facilities as permitted by this paragraph, Lessee shall keep the facilities free from any and all liens and charges on account of labor or materials used in or contribution to any work thereon.

17. Disposition of Lessee's Improvements.

(a) All improvements constructed on and all other improvements placed on the facilities or its appurtenances by Lessee, and all wires, equipment and other property placed in, upon, or under the facilities or its appurtenances by Lessee, shall remain its property and shall be removed by Lessee, at its sole expense, within sixty (60) days after expiration of the term of this MOU, or other termination as provided by this MOU.

(b) Should Lessee fail to remove its improvements as provided, County may do so and all costs and expense of such removal shall be paid by Lessee on demand.

(c) Notwithstanding these provisions, upon termination of this MOU, Lessee may, with the written consent of County, abandon in place any and all electronic equipment and improvements, whereupon title to such electronic equipment and improvements shall vest in County.

18. Condition of Improvements.

(a) Lessee accepts the facilities as being in good order, condition, and repair; accepts the facilities in "as is" condition; and agrees that on the last day of the term of this MOU, or sooner termination of this MOU, Lessee will surrender the facilities to County in the same condition as when received, excepting only reasonable use and wear and damage by acts of nature.

(b) During the term of this MOU, Lessee shall not call on County to make any repairs or improvements to the facilities and Lessee shall keep the same in good order and condition at its own expense.

19. Taxes. Lessee agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest created by this MOU. Lessee further agrees to pay all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property placed by Lessee in and about the facilities.

20. Access Road. County makes no guarantee or representation regarding the condition of the paved and unpaved roads to the facilities and Lessee understands and acknowledges that this access road may, from time to time, become impassable due to weather, natural disaster, or wear-and-tear. Regarding the use of said access road, Lessee agrees to the following conditions and terms:

(a) Lessee shall utilize the access road through its authorized agents, employees, contractors, or servants only to the degree it is necessary to access the facilities.

(b) Lessee shall use the access road at its sole risk and avoid traveling upon it to the greatest extent practicable at times when weather conditions are such that excessive damage to the road surface may result from such use. Lessee shall, its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

(c) Lessee shall place no locks on gates on access roads or on fencing surrounding the facilities such that they impede access and passage to the facilities by others.

21. Force Majeure.

(a) If either Lessee or County shall be delayed or prevented from the performance of any act required under this MOU by reason of fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage, or other casualty or Act of God, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(b) In the event of such occurrence or occurrences, County may elect, in its sole discretion, to terminate this MOU or to reconstruct or to repair the facilities, and upon completion of such reconstruction or repair, to afford Lessee vault space and services that are

substantially the same as previously provided. In effecting reconstruction or repair of the facilities, County may require Lessee to remove, dismantle, or rearrange its electronic equipment, at Lessee's cost, or may, in its sole discretion, take action to remove, dismantle, or rearrange Lessee's electronic equipment. In effectuating reconstruction or repair of the facilities, County may interrupt or cease Lessee's radio communications of the facilities.

(c) County shall supply Lessee emergency standby power service as specifically described in Exhibit A.

(d) Nothing in this paragraph shall excuse Lessee from prompt payment of any charge required of it by this MOU.

22. Vacating the Facilities. Lessee shall, on the last day of the term of this MOU, or sooner termination, peaceably and quietly leave, surrender, and yield up the facilities to County in good order, condition, and repair, excepting only reasonable use and wear and damage by acts of nature.

23. Losses/Insurance/Damages.

(a) County will not be responsible for losses or damage to Lessee's property, equipment or materials; for losses or damage to Lessee's business operations or communications capacity; or for personal injury or other damage to Lessee's employees, agents or contractors, occurring for any reason whatsoever. Such risk of loss will be borne solely by Lessee. All such losses shall be reported to County immediately upon discovery.

(b) Accordingly, Lessee shall make no claim of any nature against County alleging damage to Lessee's business operations, to its electronic equipment or improvements, or to any other property right whatsoever. Lessee shall make no claim alleging personal injury to its agents, employees, or contractors by cause whatsoever. Lessee shall make no claim of any nature against County alleging County interference with its communications due to County's operation of the facilities, due to use of the facilities by any other user or tenant, or due to County's oversight of use of the facilities by any other user or tenant.

(c) These limitations on County responsibility for or liability to Lessee except only damage arising from, or out of the sole negligence or willful misconduct of County's agents or employees in the course of their employment.

(d) County will not insure Lessee's electronic equipment or improvements against fire, casualty, business interruption, or any other type of risk or damage whatsoever. Procurement of such insurance, if any, is Lessee's sole responsibility and at Lessee's sole expense.

(e) Lessee will compensate, reimburse and make County whole for any damage it or its electronic equipment cause to the facilities, for any interference Lessee or Lessee's equipment causes to County's radio communications, and for interference with the radio communications of other users of the facilities. This obligation includes Lessee's duty to repair and to replace County's existing radio communications equipment and improvements at the facilities if they are damaged or destroyed by any of Lessee's activities arising out of this MOU.

24. Hazardous Waste.

(a) Lessee agrees that it will comply with all laws, federal, state, or local, applicable during the term of this MOU pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event that County should incur any liability, cost or expense, including attorney's fees and costs, as a result of Lessee's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, Lessee shall indemnify, defend, and hold harmless County and its agents, employees and contractors against such liability.

(b) If Lessee is subject to the issuance of a government order directing it to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Lessee, Lessee shall be responsible for all costs and expenses of complying with such order.

(c) In the event Lessee incurs liability in connection with hazardous substance contamination at the facilities which occurred before the date that it maintained any electronic equipment or improvement at the facilities, County shall hold harmless, indemnify, and defend Lessee from such pre-existing liabilities.

25. Indemnification of County. Lessee agrees to defend, indemnify and save County and its officers, agents, and employees harmless from any loss, damage, or liability which arise from the exercise by Lessee of any of the rights granted by this MOU, and from all claims, demands and causes of action that may be brought against County, its successors, employees, agents, or assigns, caused by, arising out of, or in any way connected with the exercise by Lessee of any of the rights granted by this MOU, except those arising out of the sole negligence or willful misconduct of the County's agents or employees in the course of their employment. Lessee shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which it is obligated to defend, indemnify and hold County harmless under this MOU. This duty to indemnify survives the termination of this MOU and continues until the expiration of statute of limitations applicable to any claim that is or might be brought against County.

26. Insurance. Without limiting Lessee's duty to indemnify County, Lessee shall furnish to County, by filing with County's contract administrator and County's Contracts/Purchasing Division, certificates of insurance demonstrating the following coverages, written on an occurrence basis, which is provided by a company acceptable to County and authorized to transact insurance business in the State of California:

(a) Commercial General Liability Insurance, including coverage for Bodily Injury and Property Damage, Personal Injury, 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 \$1,000,000.00 per occurrence and Fire Legal Liability of at least \$100,000 naming the County of Monterey, it's officers, agents, employees as additional insureds;

(b) Business Automobile Liability coverage with a combined single limit for Bodily Injury and Property Damage of at least \$500,000.00 per occurrence;

(c) Workers Compensation Insurance with Employer Liability Limits of at least statutory limits of \$1,000,000.00 each person, \$1,000,000.00 each accident, and \$1,000,000.00 each disease.

(d) Lessee shall provide County with endorsement pages for both Business Auto and General Liability, naming the County of Monterey as additional insured and to include primary and non-contributory language. Such endorsements shall provide that Lessee's insurance is primary to any insurance or self-insurance maintained by County and that County's addition as an additional insured to Lessee's insurance will not result in any claim for contribution by County's insurance to a loss covered by Lessee'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.

(e) The certificates of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County. Lessee agrees that the insurance herein provided for shall be in effect at all times during the term of this MOU and survives termination of this MOU, extending through the expiration of the statute of limitations on any claims that are or might be brought against County. In the event said insurance coverage expires at any time or times during the term of this MOU, Lessee agrees to provide County at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event Lessee fails to keep in effect at all times the insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this MOU.

(f) If Lessee is self-insured, Lessee shall provide County with written acknowledgement of this fact at the time of the execution of this MOU and shall demonstrate, to County's satisfaction and in its sole discretion, self-insured coverage equivalent to the amounts and types of coverage set forth above. If at any time after the execution of this MOU, Lessee abandons its self-insured status, it shall immediately notify County of this fact and shall comply with the terms and conditions of this paragraph of this MOU.

(g) County shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this MOU. The cost of the insurance coverage required by this MOU is to be borne solely by Lessee.

27. Entire Agreement. This MOU and all attached Exhibits constitute the entire agreement between County and Lessee. No prior written or prior contemporaneous or subsequent oral promises or representations shall be binding.

28. Severability. If any term, covenant, condition, or provision of this MOU is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

29. Mutual Consent. Notwithstanding anything herein contained to the contrary, this MOU may be terminated and the provisions of the MOU may be altered, changed, or amended by mutual written consent of the parties hereto.

30. Amendments and Modifications. No amendment, modification, or supplement to this MOU shall be binding on either party, unless it is in writing and signed by the party to be bound by the modification.

31. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this MOU.

32. Binding. The terms of this MOU and covenants and agreements herein contained shall apply to and shall bind and insure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

33. Essence of Time. Time is of the essence for each and all of the provisions, covenants, and conditions of this MOU.

34. Each of the signatories to this MOU warrants that he/she is authorized to execute this MOU on behalf of the entity that he/she represents and is empowered to legally bind the entity he/she represents.

MONTEREY COUNTY

By:

David A. Chatham

Director of Information Technology

Date:

7/5/17

Monterey-Salinas Transit District

Monterey-Salinas Transit District

By:

Mark Eccles

Approved as to Form¹

By:

Rebecca M. Emerson

Date:

6/30/17

County Counsel

Date:

June 30, 2017

By:

Approved as to Fiscal Provisions²

By:

David A. Chatham

Auditor/Controller

Date:

6-30-17

Date:

Name and Title

EXHIBIT-A

**To MOU by and between
County of Monterey, on behalf of its Information Technology Department, hereinafter
referred to as "County"**

AND

Monterey-Salinas Transit District, hereinafter referred to as "LESSEE"

Equipment Data at Mount Toro

- number of RMUs = 45 RMUs
- rack number = Rack# 1-6 of the New Building
 - ■ antenna position(s) = Three (3) total.2 foot diameter microwave dish mounted at 37 feet AGL on West Leg
 - 4 foot tall omni whip antenna mounted at 109 feet AGL on West Leg
 - 4 foot tall omni whip antenna mounted at 124 feet AGL on West Leg
- any special limitations/provisions re: access = none
- electrical power supply = 20A 110V circuit provided to rack
- description of back-up electrical power supply = on generator back-up
- general description of Lessee's telecommunications equipment
 - Motorola Quantar (Digital Data)
Model# T5365A
Serial# 448CBT0106
TX: 855.4625
RX: 810.4625
 - Motorola Quantar (Receive Only)
Model# T5367A
Serial# 448CBT0049
RX: 815.2125
 - Motorola Quantar (Primary Voice)
Model# T5365A
Serial# 448CBT0105
TX: 859.4875

RX: 814.4875

- **Motorola Quantar (Secondary Backup Voice)**
Model# T5365A
Serial# 448CBT0108
TX: 859.4875
RX: 814.4875

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
COUNTY OF MONTEREY
& MONTEREY-SALINAS TRANSIT DISTRICT
REGARDING COMMUNICATIONS VAULT SPACE AND SERVICES**

THIS AMENDMENT NO. 1 is made to the MEMORANDUM OF UNDERSTANDING, which was effective on July 1, 2017, is entered into by and between the County of Monterey, on behalf of its Information Technology Department (hereinafter “COUNTY”), and Monterey-Salinas Transit District (hereinafter “LESSEE”), to continue to provide communications vault space and supporting services to LESSEE at the location operated by COUNTY known as Mount Toro (“the facilities”).

RECITALS:

WHEREAS, the COUNTY and LESSEE entered into this MEMORANDUM OF UNDERSTANDING originally for a term of five (5) years, commencing on July 1, 2017, through June 30, 2022; and

WHEREAS, the COUNTY and LESSEE wish to amend the MEMORANDUM OF UNDERSTANDING to extend the term for an additional two (2) year period, for a revised term through June 30, 2024; and

NOW THEREFORE, the Parties agree to amend the Memorandum of Understanding as follows:

The Memorandum of Understanding is hereby amended on the terms and conditions as set forth in the Memorandum of Understanding, except as specifically set forth below.


1. Paragraph titled “**4. Term**” shall be amended to the following: ***“The term of this MOU is two (2) years and shall commence on July 1, 2022, and shall terminate on June 30, 2024, unless sooner terminates as provided herein.”***
2. Except as provided herein, all remaining terms, conditions and provisions of the MOU are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect.
3. A copy of this AMENDMENT NO. 1 shall be attached to the Original MOU.
4. This AMENDMENT NO. 1 shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY


LESSEE

By: Eric A. Chatham,
Chief Information Officer
Date:

DocuSigned by:



AF094D486F6D4E2...
By: Michael Kohlman, Chief Information Officer
Date: 8/24/2022 | 12:28 PM PDT

Approved by Fiscal Provisions:

DocuSigned by:


D3834BFEC1D8449...
By: Deputy Auditor-Controller
Dated: 8/25/2022 | 2:56 PM PDT

Approved as to Form:

DocuSigned by:


61542069561440E...
By: Samuel Beiderwell,
Deputy County Counsel
Date: 8/25/2022 | 2:37 PM PDT



Monterey County

Item No.40

Board Report

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

Legistar File Number: A 22-481

September 13, 2022

Introduced: 8/29/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Carmel Unified School District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Carmel Unified School District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer.

SUMMARY:

Monterey County Information Technology Department recommends extending the MOU with Carmel Unified School District for subleasing of the Mount Toro radio communications site.

DISCUSSION:

The MOU sublease between Carmel Unified School District and the County of Monterey was originally executed on July 1, 2017. This site is under agreement between the County and the Dorrance Family, doing business as Dorrance Ranches, L.P. The County has under its control electronic radio broadcasting facilities located at the Mount Toro site and can sublease space at its discretion.

Carmel Unified School District utilizes the Mt Toro (Upper) radio site for two-way radio communications with their fleet of school busses and inter/intra-school radio communications. The Chief Information Officer recommends renewal of this Amendment to provide co-located radio site space in the Mount Toro (Upper) shelter and on the tower.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed this memorandum of understanding and has approved as to form.

FINANCING:

Anticipated Revenue has been included in the FY22-23 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Transactions relating to future

fiscal years will be included in each respective Recommended Budget based upon the anticipated utilization of the services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site will provide critical radio communications to peninsula portion of Monterey County and enhance public safety for all first responders, school districts, and the community.

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

Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

_____, Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Original Memorandum of Understanding
Amendment No. 1



Monterey County

Item No.

Board Report

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

Legistar File Number: A 22-481

September 13, 2022

Introduced: 8/29/2022

Current Status: General Government -
Consent

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Legistar File Number: A 22-481

fiscal years will be included in each respective Recommended Budget based upon the anticipated utilization of the services.


BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site will provide critical radio communications to peninsula portion of Monterey County and enhance public safety for all first responders, school districts, and the community.

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

Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

DocuSigned by:

Date: 8/31/2022 | 11:33 PM PDT
747D862C7BD04AE...
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Original Memorandum of Understanding
Amendment No. 1

JUN 21 2017

Carmel Unified School District

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONTEREY
AND CARMEL UNIFIED SCHOOL DISTRICT REGARDING COMMUNICATIONS
VAULT SPACE AND SERVICES

This Memorandum of Understanding (MOU) is made between the County of Monterey, acting by and through its Department of Information Technology ("County"), and Carmel Unified School District ("Lessee"), to provide communications vault space and supporting services to Lessee at the communications facilities operated by County described below.

RECITALS:

WHEREAS, County has under its control electronic radio broadcasting facilities located in the County of Monterey, known as the Mount Toro ("the facilities"); and

WHEREAS, County operates a communications vault at the facilities and wishes to make shelving space in that communications vault, as well as other services that facilitate radio communications within the County, available to Lessee; and

WHEREAS, Lessee intends to move, or has already moved, its telecommunications equipment into the communications vault at the facilities and wishes to receive, or already has received, communications services from County;

WHEREAS, the parties wish to enter into this MOU in order to clarify their respective roles and responsibilities regarding County's provision of shelving space at the facilities and communications services to Lessee;

THEREFORE, the parties agree as follows:

1. Facilities Description. As used in this MOU, "facilities" refers to a communications vault and associated radio towers operated by County, located in Monterey County and known as Mount Toro.

2. Area/Services. County agrees to provide to Lessee an exclusive area, measured in rack mount units (RMUs), of communications vault space at the facilities, as specifically described in Exhibit A. County further agrees to provide Lessee with additional services such as associated antenna position(s) on the facilities tower, electrical power supply, and access to the facilities, as specifically described in Exhibit A.

3. Use. Lessee shall use the facilities solely for the purpose of operating and maintaining the telecommunications equipment specifically described in Exhibit A ("electronic equipment"), for installing and operating improvements, and for operating and maintaining such other radio transmitting and receiving equipment as County may from time to time consent to, in writing. Lessee shall operate its electronic equipment in accordance with the technical specifications set forth in Exhibit A.

4. Term.

(a) The term of this MOU is five (5) years and shall commence on July 1, 2017, and shall terminate on June 30, 2022, unless sooner terminated as provided herein.

(b) This MOU may be canceled by either party at any time upon providing sixty (60) days advance written notice to the other party. Upon providing termination notice to County, or upon receiving termination notice from County, Lessee shall remove its electronic equipment and improvements from the facilities by expiration of the sixty (60) day notice period.

(c) Nothing in this paragraph restricts County's right to remove Lessee's electronic equipment and/or improvements earlier than sixty (60) days, in its sole discretion, as set forth in this MOU.

(d) Termination of this MOU does not terminate Lessee's duty to defend, indemnify and hold County harmless, Lessee's obligation to maintain sufficient insurance, nor Lessee's obligation to repair and replace any damage to County's facilities and telecommunications equipment, as provided in this MOU.

5. Charges.

(a) Lessee shall pay charges to County based upon established County rates for each fiscal year, defined as beginning on July 1st and ending on June 30th. Rates will be established by County based upon an equitable allocation of known and projected customer occupation and usage.

(b) To determine cost allocation for each fiscal year, County will confirm with Lessee its intention to utilize communications vault space and receive communications services pursuant to this MOU, or to discontinue this MOU, before December 1st preceding the upcoming fiscal year. County will establish rates for the upcoming fiscal year in January preceding the upcoming fiscal year.

(c) By February 1st preceding the upcoming fiscal year, County will provide Lessee with documentation of rate calculations, using the methodology described herein, for the upcoming fiscal year, as well as Lessee's specific charges for the upcoming fiscal year. The rate charged to Lessee will reflect Lessee's pro rata share of prior and projected customer occupation and usage of the facilities and its receipt of communications services.

(d) Beginning fiscal year July 1, 2017 through June 30, 2018, the charges owed by Lessee shall be in the annual amount of one thousand, nine hundred, sixty-one dollars and sixty-three cents (\$1,961.63) due upon signing of this agreement.

(e) Lessee shall be invoiced for additional incidental site related fees as such fees are incurred. Fees shall include but are not limited to: purchased radio shop parts, telecom equipment, ITD telecom labor, and ITD radio labor. Payment of invoices is due within 30 (thirty) days of receipt by Lessee.

(f) Payment of charges shall be made, without deduction or delay, to:

Department of Information Technology
Attn: Finance
1590 Moffett Street
Salinas, California 93905

(g) Once received by County, the charges described in this paragraph are nonrefundable. In the event of termination of this MOU by either party, no reimbursement or refund of charges paid will be made by the County.

6. Default and Right of Removal.

(a) In the event of Lessee's breach of any covenant of this MOU, County shall provide Lessee with written notice thereof.

(b) If defaults are not cured within thirty (30) days after written notice from County to Lessee, County may, in its sole discretion, remove Lessee's electronic equipment and/or its improvements from the facilities. In addition to this right of removal upon notice, County may remove Lessee's electronic equipment and/or its improvements from the facilities without notice, if in County's sole discretion, immediate removal is necessary to protect the facilities from damage, to preserve the health and safety of its employees, agents and/or the general public, or to otherwise preserve the functionality of the facilities.

7. Holdover and Renewal. Any holding over after the expiration of the term of this MOU, with the consent of County, expressed or implied, shall continue to be subject to all the terms and conditions of the expired MOU.

8. Standards.

(a) Lessee agrees to install, maintain, and operate its electronic equipment and improvements in accordance with established technical standards and laws governing the use of electronic radio or telecommunications equipment.

(b) Lessee shall install and maintain its electronic equipment and improvements in a neat and workmanlike manner and shall conform in all respects to fire, safety, and construction standards deemed applicable to such installation by County, to County's satisfaction.

(c) Lessee shall, at its sole cost and expense, comply with the requirements of all County, municipal, state, and federal statutes, laws, ordinances, and regulations now in effect, or which may become effective, pertaining to the facilities and Lessee's use of the facilities, to Lessee's installation and operation of improvements, and to Lessee's receipt of communications services from County.

(d) Lessee shall display the appropriate license from the appropriate federal regulation agency on its electronic equipment and improvements.

9. Elimination of Electronic Interference.

(a) Lessee shall ensure that its installation and operation of its electronic equipment and improvements does not in any way hinder, obstruct, or interfere with County's radio or electronic equipment or its communications capability, or the radio or electronic equipment or communications capability of any other user of the facilities.

(b) In the event that County determines, in its sole discretion, that Lessee's installation or operation of its electronic equipment or improvements in any way hinders, obstructs, or interferes with County's radio or electronic equipment, or the radio or electronic equipment of other users of the facilities, Lessee shall, upon receipt of either oral or written notification from County, immediately correct or cease the interfering installation or operation.

(c) In the event of Lessee's inability or refusal to eliminate such interference, County may, in its sole discretion, take action to stop the operation, transmission or use of Lessee's electronic equipment or improvements in order to continuously eliminate such interference.

(d) Any interference and compatibility testing required to cease radio interference with County's radio or electronic equipment, or the radio or electronic equipment of other users at the facilities; any removal of or changes to Lessee's installed electronic equipment to eliminate such interference; and any installation of new equipment by Lessee to eliminate such interference shall be made by a qualified technical person, representing and retained by Lessee.

(e) During an emergency incident, if Lessee's electronic equipment or improvements interfere with County's or other facility user's radio or electronic equipment or communications, County may in its sole discretion require immediate removal of or cessation of operation, transmission, or use of Lessee's electronic equipment or improvements without advance notice. If Lessee fails to do so, County may, in its sole discretion, take action to stop the operation, transmission or use of Lessee's electronic equipment or improvements in order to eliminate said interference.

(f) All costs associated with elimination of interference with County's radio or electronic equipment, or the radio or electronic equipment of other users at the facilities, shall be borne solely by Lessee.

(g) County is not responsible for, and shall not be held liable or accountable for, any radio interference emanating from sources external to the facilities.

10. Replacement/substitution of electronic equipment.

(a) If Lessee's electronic equipment or improvements are destroyed by acts of nature, or if Lessee otherwise seeks to replace or substitute such equipment or improvements, Lessee may replace them with electronic equipment or improvements of the same general type so long as they (1) meet or exceed the technical specifications of its original equipment and improvements, (2) occupy no additional physical space, and (3) consume no additional electrical power.

(b) Lessee shall notify County in advance of its intent to install such replacement or substitute equipment or improvements, shall obtain County's consent, and shall notify County of the date that the replacement or substitution is completed.

11. Sublet Clause and Changes in Use.

(a) Lessee shall not transfer or assign this MOU, and shall not sublet, license, or permit the facilities to any other entity or individual.

(b) Lessee shall not cause or permit any change to its electronic equipment installed in the facilities, including power outputs and changes in the use of the frequencies described in Exhibit A, except upon making a written request to County for each transaction, and obtaining County's prior written consent.

(c) Should Lessee require a change in equipment, power outputs, or changes in frequencies after the beginning of the date of this MOU, then all costs associated with County's engineering reviews required to accommodate Lessee's changes will be invoiced by County, and will be due and payable by Lessee upon invoicing.

12. Access to the Facilities.

(a) Only Lessee and its properly qualified and authorized agents, employees, contractors, and servants shall have the right of access to the facilities.

(b) If Lessee's electronic equipment or improvements are operated or maintained by anyone other than Lessee's regular employees, the admission of such persons to the facilities shall be permitted only upon the express prior consent of County.

13. Rights Reserved by County.

(a) County reserves the right to use the facilities in any manner, including but not limited to, the right to construct, place, maintain, use, operate, repair, replace, alter, and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks; the right to use the facilities for grazing purposes; the right to grant easements over, across, upon and under the facilities; and the continuous right of ingress and egress to and from the facilities. County will exercise these rights in such manner as to

avoid creating unreasonable interference with Lessee's exercise of the rights granted by this MOU.

(b) Rights granted to Lessee pursuant to this MOU are subject to all valid and existing contracts, leases, licenses, easements, encumbrances, and claims of title, which may affect the facilities. This MOU is subject to all existing easements and rights of way. County further reserves the right to grant public utility easements as may be necessary and Lessee hereby consents to the granting of any such easement.

(c) No priority or other rights shall attach to Lessee's use of any particular space in the facilities. County shall have the right at any time, upon giving notice thereof, to re-assign or re-allocate the amount or location of space for Lessee's electronic equipment and improvements. In the event that a space re-allocation is made, Lessee shall, within sixty (60) days of receipt of notice from County, remove or relocate its electronic equipment and improvements in conformity with County's reassignment or reallocation.

14. Notices. All notices or other communications required or permitted hereunder, shall be in writing and shall be personally delivered to:

For County: Department of Information Technology
Attn: Radio Manager
1590 Moffett Street
Salinas, California 93905

For Lessee: Carmel Unified School District
Attn: Dan Paul
P.O. Box 222700
Carmel, CA 93922

Advisement of a change of the above information shall be given by written notice.

15. Prohibited Uses. Lessee shall not commit, suffer, or permit any waste upon the facilities, nor act to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the facilities for any illegal purposes.

16. Improvements and Modifications.

(a) Lessee shall, at its sole expense, have the right from time to time during the term of this MOU to improve the facilities in a manner consistent with the purposes of this MOU, including but not limited to, the installation, operation, maintenance, or removal of electronic equipment, provided that any such improvement or equipment shall be constructed, installed or removed in such a manner as not to impair County's or other users' transmissions from the facilities.

(b) Lessee shall submit plans for the construction or enlargement of any improvement to County in advance of such construction or enlargement, and its plans shall be subject to written approval by County. County will not unreasonably withhold such approval.

(c) Lessee shall seek County approval of any changes, alterations, or substitutions of its electronic equipment, which approval will not be unreasonably withheld. Upon receiving County approvals for plans and installations, Lessee shall notify County thirty (30) days before the installation.

(d) Lessee shall, at its sole expense, have the right from time to time during the term of this MOU to connect wires and equipment to lines adjoining the facilities. As otherwise provided in this MOU, all such connection work done by Lessee on the facilities shall be done in conformity with applicable technical standards, laws, and regulations; shall in no way impair County's or other users' transmissions from the facilities; and may only occur upon County's prior written consent.

(e) In improving the facilities as permitted by this paragraph, Lessee shall keep the facilities free from any and all liens and charges on account of labor or materials used in or contribution to any work thereon.

17. Disposition of Lessee's Improvements.

(a) All improvements constructed on and all other improvements placed on the facilities or its appurtenances by Lessee, and all wires, equipment and other property placed in, upon, or under the facilities or its appurtenances by Lessee, shall remain its property and shall be removed by Lessee, at its sole expense, within sixty (60) days after expiration of the term of this MOU, or other termination as provided by this MOU.

(b) Should Lessee fail to remove its improvements as provided, County may do so and all costs and expense of such removal shall be paid by Lessee on demand.

(c) Notwithstanding these provisions, upon termination of this MOU, Lessee may, with the written consent of County, abandon in place any and all electronic equipment and improvements, whereupon title to such electronic equipment and improvements shall vest in County.

18. Condition of Improvements.

(a) Lessee accepts the facilities as being in good order, condition, and repair; accepts the facilities in "as is" condition; and agrees that on the last day of the term of this MOU, or sooner termination of this MOU, Lessee will surrender the facilities to County in the same condition as when received, excepting only reasonable use and wear and damage by acts of nature.

(b) During the term of this MOU, Lessee shall not call on County to make any repairs or improvements to the facilities and Lessee shall keep the same in good order and condition at its own expense.

19. Taxes. Lessee agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest created by this MOU. Lessee further agrees to pay all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property placed by Lessee in and about the facilities.

20. Access Road. County makes no guarantee or representation regarding the condition of the unpaved road to the facilities and Lessee understands and acknowledges that this road may, from time to time, become impassable due to weather, natural disaster, or wear-and-tear. Regarding the use of said access road, Lessee agrees to the following conditions and terms:

(a) Lessee shall utilize the access road through its authorized agents, employees, contractors, or servants only to the degree it is necessary to access the facilities.

(b) Lessee shall use the access road at its sole risk and avoid traveling upon it to the greatest extent practicable at times when weather conditions are such that excessive damage to the road surface may result from such use. Lessee shall, its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

(c) Lessee shall place no locks on gates on access roads or on fencing surrounding the facilities such that they impede access and passage to the facilities by others.

21. Force Majeure.

(a) If either Lessee or County shall be delayed or prevented from the performance of any act required under this MOU by reason of fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage, or other casualty or Act of God, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(b) In the event of such occurrence or occurrences, County may elect, in its sole discretion, to terminate this MOU or to reconstruct or to repair the facilities, and upon completion of such reconstruction or repair, to afford Lessee vault space and services that are substantially the same as previously provided. In effecting reconstruction or repair of the facilities, County may require Lessee to remove, dismantle, or rearrange its electronic equipment, at Lessee's cost, or may, in its sole discretion, take action to remove, dismantle, or rearrange Lessee's electronic equipment. In effectuating reconstruction or repair of the facilities, County may interrupt or cease Lessee's radio communications of the facilities.

(c) County shall supply Lessee emergency standby power service as specifically described in Exhibit A.

(d) Nothing in this paragraph shall excuse Lessee from prompt payment of any charge required of it by this MOU.

22. Vacating the Facilities. Lessee shall, on the last day of the term of this MOU, or sooner termination, peaceably and quietly leave, surrender, and yield up the facilities to County in good order, condition, and repair, excepting only reasonable use and wear and damage by acts of nature.

23. Losses/Insurance/Damages.

(a) County will not be responsible for losses or damage to Lessee's property, equipment or materials; for losses or damage to Lessee's business operations or communications capacity; or for personal injury or other damage to Lessee's employees, agents or contractors, occurring for any reason whatsoever. Such risk of loss will be borne solely by Lessee. All such losses shall be reported to County immediately upon discovery.

(b) Accordingly, Lessee shall make no claim of any nature against County alleging damage to Lessee's business operations, to its electronic equipment or improvements, or to any other property right whatsoever. Lessee shall make no claim alleging personal injury to its agents, employees, or contractors by cause whatsoever. Lessee shall make no claim of any nature against County alleging County interference with its communications due to County's operation of the facilities, due to use of the facilities by any other user or tenant, or due to County's oversight of use of the facilities by any other user or tenant.

(c) These limitations on County responsibility for or liability to Lessee except only damage arising from, or out of the sole negligence or willful misconduct of County's agents or employees in the course of their employment.

(d) County will not insure Lessee's electronic equipment or improvements against fire, casualty, business interruption, or any other type of risk or damage whatsoever. Procurement of such insurance, if any, is Lessee's sole responsibility and at Lessee's sole expense.

(e) Lessee will compensate, reimburse and make County whole for any damage it or its electronic equipment cause to the facilities, for any interference Lessee or Lessee's equipment causes to County's radio communications, and for interference with the radio communications of other users of the facilities. This obligation includes Lessee's duty to repair and to replace County's existing radio communications equipment and improvements at the facilities if they are damaged or destroyed by any of Lessee's activities arising out of this MOU.

24. Hazardous Waste.

(a) Lessee agrees that it will comply with all laws, federal, state, or local, applicable during the term of this MOU pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event that County

should incur any liability, cost or expense, including attorney's fees and costs, as a result of Lessee's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, Lessee shall indemnify, defend, and hold harmless County and its agents, employees and contractors against such liability.

(b) If Lessee is subject to the issuance of a government order directing it to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Lessee, Lessee shall be responsible for all costs and expenses of complying with such order.

(c) In the event Lessee incurs liability in connection with hazardous substance contamination at the facilities which occurred before the date that it maintained any electronic equipment or improvement at the facilities, County shall hold harmless, indemnify, and defend Lessee from such pre-existing liabilities.

25. Indemnification of County. Lessee agrees to defend, indemnify and save County and its officers, agents, and employees harmless from any loss, damage, or liability which may arise from the exercise by Lessee of any of the rights granted by this MOU, and from all claims, demands and causes of action that may be brought against County, its successors, employees, agents, or assigns, caused by, arising out of, or in any way connected with the exercise by Lessee of any of the rights granted by this MOU, except those arising out of the sole negligence or willful misconduct of the County's agents or employees in the course of their employment. Lessee shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which it is obligated to defend, indemnify and hold County harmless under this MOU. This duty to indemnify survives the termination of this MOU and continues until the expiration of statute of limitations applicable to any claim that is or might be brought against County.

26. Insurance. Without limiting Lessee's duty to indemnify County, Lessee shall furnish to County, by filing with County's contract administrator and County's Contracts/Purchasing Division, certificates of insurance demonstrating the following coverages, written on an occurrence basis, which is provided by a company acceptable to County and authorized to transact insurance business in the State of California:

(a) Commercial General Liability Insurance, including coverage for Bodily Injury and Property Damage, Personal Injury, 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 \$1,000,000.00 per occurrence and Fire Legal Liability of at least \$100,000 naming the County of Monterey, its officers, agents, employees as additional insureds;

(b) Business Automobile Liability coverage with a combined single limit for Bodily Injury and Property Damage of at least \$500,000.00 per occurrence;

(c) Workers Compensation Insurance with Employer Liability Limits of at least statutory limits of \$1,000,000.00 each person, \$1,000,000.00 each accident, and \$1,000,000.00 each disease.

(d) Lessee shall provide County with endorsement pages for both Business Auto and General Liability, naming the County of Monterey as additional insured and to include primary and non-contributory language. Such endorsements shall provide that Lessee's insurance is primary to any insurance or self-insurance maintained by County and that County's addition as an additional insured to Lessee's insurance will not result in any claim for contribution by County's insurance to a loss covered by Lessee'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.

(e) The certificates of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County. Lessee agrees that the insurance herein provided for shall be in effect at all times during the term of this MOU and survives termination of this MOU, extending through the expiration of the statute of limitations on any claims that are or might be brought against County. In the event said insurance coverage expires at any time or times during the term of this MOU, Lessee agrees to provide County at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event Lessee fails to keep in effect at all times the insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this MOU.

(f) If Lessee is self-insured, Lessee shall provide County with written acknowledgement of this fact at the time of the execution of this MOU and shall demonstrate, to County's satisfaction and in its sole discretion, self-insured coverage equivalent to the amounts and types of coverage set forth above. If at any time after the execution of this MOU, Lessee abandons its self-insured status, it shall immediately notify County of this fact and shall comply with the terms and conditions of this paragraph of this MOU.

(g) County shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this MOU. The cost of the insurance coverage required by this MOU is to be borne solely by Lessee.

27. Entire Agreement. This MOU and all attached Exhibits constitute the entire agreement between County and Lessee. No prior written or prior contemporaneous or subsequent oral promises or representations shall be binding.

28. Severability. If any term, covenant, condition, or provision of this MOU is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

29. Mutual Consent. Notwithstanding anything herein contained to the contrary, this MOU may be terminated and the provisions of the MOU may be altered, changed, or amended by mutual written consent of the parties hereto.

30. Amendments and Modifications. No amendment, modification, or supplement to this MOU shall be binding on either party, unless it is in writing and signed by the party to be bound by the modification.

31. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this MOU.

32. Binding. The terms of this MOU and covenants and agreements herein contained shall apply to and shall bind and insure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

33. Essence of Time. Time is of the essence for each and all of the provisions, covenants, and conditions of this MOU.

34. Each of the signatories to this MOU warrants that he/she is authorized to execute this MOU on behalf of the entity that he/she represents and is empowered to legally bind the entity he/she represents.

MONTEREY COUNTY

CONTRACTOR

By: *Kim A. Chatham*

Director of Information Technology

Date: 7/5/17

Carmel Unified School District

Contractor's Business Name*

By: *Karen Ferdinand*

Interim Superintendent

Name and Title

Approved as to Form¹

By: *Rebecca M. Emmons* Date: 6/21/2017

County Counsel

Date: June 30, 2017

By: _____

Approved as to Fiscal Provisions² *[Signature]*

By: _____

Auditor/Controller

Date: 6-30-17

Name and Title

Date: _____

EXHIBIT-A

**To MOU by and between
County of Monterey, on behalf of its Information Technology Department, hereinafter
referred to as "County"
AND
Carmel Unified School District, hereinafter referred to as "LESSEE"**

Equipment Data at Mount Toro

- **Radio System(s):** Kenwood TDR-850 Repeater
 - Space Occupied = 3 Rack Mount Units (RMU)

- **Tower Space Occupied:** Repeater system uses site shared antenna system
 - Transmitter Antenna = shared UHF Master Transmit Combiner
 - Receiver Antenna = shared UHF Master Receive Distribution

- **Primary Electrical Power Supply:** Site provided DC battery bank

- **Emergency Back-up Electrical Power Supply:** Site provided generator

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
COUNTY OF MONTEREY
& CARMEL UNIFIED SCHOOL DISTRICT
REGARDING COMMUNICATIONS VAULT SPACE AND SERVICES**

THIS AMENDMENT NO. 1 is made to the MEMORANDUM OF UNDERSTANDING, which was effective on July 1, 2017, is entered into by and between the County of Monterey, on behalf of its Information Technology Department (hereinafter "COUNTY"), and Carmel Unified School District (hereinafter "LESSEE"), to continue to provide communications vault space and supporting services to LESSEE at the location operated by COUNTY known as Mount Toro ("the facilities").

RECITALS:

WHEREAS, the COUNTY and LESSEE entered into this MEMORANDUM OF UNDERSTANDING originally for a term of five (5) years, commencing on July 1, 2017, through June 30, 2022; and

WHEREAS, the COUNTY and LESSEE wish to amend the MEMORANDUM OF UNDERSTANDING to extend the term for an additional two (2) year period, for a revised term through June 30, 2024; and

NOW THEREFORE, the Parties agree to amend the Memorandum of Understanding as follows:

The Memorandum of Understanding is hereby amended on the terms and conditions as set forth in the Memorandum of Understanding, except as specifically set forth below.

1. Paragraph titled "**4. Term**" shall be amended to the following: ***"The term of this MOU is two (2) years and shall commence on July 1, 2022, and shall terminate on June 30, 2024, unless sooner terminates as provided herein."***
2. Except as provided herein, all remaining terms, conditions and provisions of the MOU are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect.
3. A copy of this AMENDMENT NO. 1 shall be attached to the Original MOU.
4. This AMENDMENT NO. 1 shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.


COUNTY OF MONTEREY

LESSEE

By: Eric A. Chatham,
Chief Information Officer
Date:

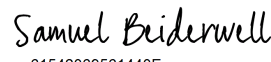

By: Ted Knight, Superintendent
Date: 8/25/22

Approved by Fiscal Provisions:

DocuSigned by:


By: Deputy Auditor-Controller
Dated: 8/29/2022 | 11:36 AM PDT

Approved as to Form:

DocuSigned by:


By: Samuel Beiderwell,
Deputy County Counsel
Date: 8/29/2022 | 11:29 AM PDT



Monterey County

Item No.41

Board Report

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

Legistar File Number: A 22-482

September 13, 2022

Introduced: 8/30/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chair to sign a letter to the .Gov Domain Registration requesting the delegation of the domain names of *montereycountyca.gov*, *montereycounty.gov*, *countyofmontereyca.gov*, and *countyofmonterey.gov* to the County of Monterey.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Chair to sign a letter to the .Gov Domain Registration requesting the delegation of the domain names of *montereycountyca.gov*, *montereycounty.gov*, *countyofmontereyca.gov*, and *countyofmonterey.gov* to the County of Monterey.

SUMMARY/DISCUSSION:

.Gov is the top-level domain (TLD) for U.S. government based organizations similar to .com, .org, or .us. However, unlike commercial TLDs that will register anyone in the world for a fee, .Gov delegates domains to genuine U.S. based government organizations through an application and validation process. The management authority is the Cybersecurity and Infrastructure Security Agency (CISA) under the DOTGOV Online Trust in Government Act of 2020 and legislation enacted as part of the Consolidated Appropriations Act of 2021. The delegation of the domains to the County of Monterey will maintain privacy, reliability, and accessibility through the security measures provided by CISA, and most importantly helps our residents to quickly identify the site as a trusted government site.

The recommended plan to acquire multiple domain names listed is to reduce errors when the members of the community attempt to access County of Monterey online resources. The initial step will be to acquire the domain names with the implementation to be aligned with the County Communications Director's plan to standardize the county logo and naming by reference that will be "County of Monterey". Although the changes will be for the county website and email addresses, the actual change can be implemented over time to ensure that that the community will be fully informed as planned by the Communications Director. The changes will not be abrupt, but the plan is to keep the current and new domains and email accounts until such time the county has had an opportunity to properly inform the community. Therefore, it is the recommendation of the Chief Information Officer to approve this action.

OTHER AGENCY INVOLVEMENT:

County Counsel and the County Communications Director have reviewed and approved the recommendation of the Chief Information Officer.

FINANCING:

The approval of this recommended action does not result in a cost to the County according to the update from CISA and .Gov release on April 27, 2021.

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

Prepared by: Sarah House, IT Manager, 759-6992

Approved by:

Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Domain Authorization Letter



Monterey County

Item No.

Board Report

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

Legistar File Number: A 22-482

September 13, 2022

Introduced: 8/30/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chair to sign a letter to the .Gov Domain Registration requesting the delegation of the domain names of *montereycountyca.gov*, *montereycounty.gov*, *countyofmontereyca.gov*, and *countyofmonterey.gov* to the County of Monterey.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Chair to sign a letter to the .Gov Domain Registration requesting the delegation of the domain names of *montereycountyca.gov*, *montereycounty.gov*, *countyofmontereyca.gov*, and *countyofmonterey.gov* to the County of Monterey.

SUMMARY/DISCUSSION:

.Gov is the top-level domain (TLD) for U.S. government based organizations similar to .com, .org, or .us. However, unlike commercial TLDs that will register anyone in the world for a fee, .Gov delegates domains to genuine U.S. based government organizations through an application and validation process. The management authority is the Cybersecurity and Infrastructure Security Agency (CISA) under the DOTGOV Online Trust in Government Act of 2020 and legislation enacted as part of the Consolidated Appropriations Act of 2021. The delegation of the domains to the County of Monterey will maintain privacy, reliability, and accessibility through the security measures provided by CISA, and most importantly helps our residents to quickly identify the site as a trusted government site.

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OTHER AGENCY INVOLVEMENT:

County Counsel and the County Communications Director have reviewed and approved the recommendation of the Chief Information Officer.

Legistar File Number: A 22-482


FINANCING:

The approval of this recommended action does not result in a cost to the County according to the update from CISA and .Gov release on April 27, 2021.

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

Prepared by: Sarah House, IT Manager, 759-6992

Approved by:

DocuSigned by:

747D862C7BD04AE... Date: 8/31/2022 | 11:33 PM PDT
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Domain Authorization Letter

MONTEREY COUNTY



BOARD OF SUPERVISORS

LUIS A. ALEJO, *Vice Chair, District 1*

JOHN M. PHILLIPS, *District 2*

CHRIS M. LOPEZ, *District 3*

WENDY ROOT ASKEW, *District 4*

MARY ADAMS, *Chair, District 5*

August 26, 2022

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, VA 20190

Re: County of Monterey Domain Names Request

To the .Gov Program:

As an authorizing authority for County of Monterey, I request that responsibility for the following domain names to be delegated to my municipality:

- **countyofmontereyca.gov**
- **countyofmonterey.gov**
- **montereycountyca.gov**
- **montereycounty.gov**

The domain **montereycounty.gov** and **countyofmonterey.gov** is not standard according to 41 CFR §102-173.60, however please consider the requested exception as the name is unique and the delegation of this domain name will reduce errors when the members of our community attempt to access the County of Monterey online resources.

In order to obtain and maintain **montereycountyca.gov**, **montereycounty.gov**, **countyofmontereyca.gov**, and **countyofmonterey.gov**, the County of Monterey will meet the general and specific requirements for federal agencies, found at <https://home.dotgov.gov/registration/requirements>.

The following will be listed as contacts for **montereycountyca.gov**, **montereycounty.gov**, **countyofmontereyca.gov**, and **countyofmonterey.gov** which the County of Monterey will keep up to date in the .gov registrar.

Administrative Point of Contact

Eric Chatham, Chief Information Officer
County of Monterey

1590 Moffett Street
Salinas, CA 93905
Phone Number: (831)759-6920
Email: chathamea@co.monterey.ca.us

Technical Point of Contact

Bob Vanderslice, Information Technology Architect
County of Monterey
1590 Moffett Street
Salinas, CA 93905
Phone Number: (831) 796-1437
Email: rdvii@co.monterey.ca.us

Security Point of Contact

Dan Kern, Chief Security Officer
County of Monterey
1590 Moffett Street
Salinas, CA 93905
Phone Number: (831) 796-1449
Email: 193-security-mailingnotices@co.monterey.ca.us

Billing Point of Contact

Kathy Wells, Finance Manager
County of Monterey
1590 Moffett Street
Salinas, CA 93905
Phone Number: (831) 796-1490

I understand that if I wish to retire **montereycountycalifornia.gov** or **montereycounty.gov**, I must submit a written request to registrar@dotgov.gov.

Sincerely,

Mary L. Adams, Chair
Board of Supervisors
District 5 Supervisor



Monterey County

Item No.42

Board Report

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

Legistar File Number: 22-825

September 13, 2022

Introduced: 8/30/2022

Current Status: General Government -
Consent

Version: 2

Matter Type: General Agenda Item

- a. Authorize the Registrar of Voters to consolidate and provide specified election services to certain districts relating to the November 8, 2022 General Election;
- b. Appoint candidates to governing boards of various districts where the number of persons who filed a declaration of candidacy do not exceed the number of offices to be filled at the November 8, 2022, General Election, and;
- c. Solicit candidates for appointment of qualified persons to governing board member positions where no person has filed a declaration of candidacy, as set forth in the attached Exhibits.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Registrar of Voters to consolidate and provide specified election services to certain districts relating to the November 8, 2022 General Election;
- b. Appoint candidates to governing boards of various districts where the number of persons who filed a declaration of candidacy do not exceed the number of offices to be filled at the November 8, 2022, General Election, and;
- c. Solicit candidates for appointment of qualified persons to governing board member positions where no person has filed a declaration of candidacy, as set forth in the attached Exhibits.

SUMMARY/DISCUSSION:

Resolutions were filed by the following cities and districts requesting that the Registrar of Voters perform consolidated services for the November 8, 2022, General Election:

- Monterey County Board of Education
- Fresno County Board of Education
- Hartnell Community College District
- Alisal Union School District
- Carmel Unified School District
- Chualar Union School District
- Coalinga-Huron Joint Unified School District
- Gonzales Unified School District
- Greenfield Union School District
- Monterey Peninsula Unified School District
- North Monterey County Unified School District
- Pacific Grove Unified School District

- Paso Robles Joint Unified School District
- Salinas City Elementary School District
- San Ardo Union Elementary School District
- Santa Rita Union Elementary School District
- Spreckels Union Elementary School District
- Washington Union Elementary School District
- City of Carmel-By-The-Sea
- City of Del Rey Oaks
- City of Gonzales
- City of Greenfield
- City of King
- City of Marina
- City of Monterey
- City of Pacific Grove
- City of Salinas
- City of Sand City
- City of Soledad
- East Garrison Community Services District
- North County Fire Protection District
- Monterey Peninsula Regional Park District
- Marina Coast Water District
- Moss Landing Harbor District
- Pajaro Valley Health Care District
- Salinas Valley Healthcare Systems
- Soledad Community Health Care District

The services requested consist generally of establishing voting precincts and polling places, preparing and distributing ballots, voter guides, and voting materials, canvassing the voted returns, certifying election results and issuing certificates of election, and all other proceedings incidental to and connected with the election.

Part 4 of Division 10 of the California Elections Code is known as the Uniform District Election Law and specifies the process for the nomination and appointment and or election of members to various special districts.

Elections Code Section 10500(b)(13) defines the supervising authority for each local special district as the board of supervisors of the county in which all or most of the land of a district is situated. This Board of Supervisors is the supervising authority for various special districts situated within Monterey County.

Section 10515 requires that the Registrar of Voters notify the supervising authority if an insufficient number of candidates has been nominated for a position on the governing board of a special district, and a petition requesting that said election be held has not been presented to the Registrar of Voters.

Section 10515 further requires that, at a regular or special meeting held prior to the Monday before the first Friday in December, the supervising authority appoint the qualified nominees who have filed declarations of candidacy.

The persons identified in the attached Exhibit A- 'Appointed In-Lieu of Elections' are qualified nominees for candidacy of their respective office and against whom no other nominations were made. The Registrar of Voters recommends the indicated persons be appointed to the governing boards of their respective districts by the Board of Supervisors. For the East Garrison Community Services District, the candidate will be appointed in-lieu of election if the majority of the voters approve the East Garrison Community Services District to be changed to an independent board of directors elected at large by registered voters of the district.

Separately, pursuant to applicable law, if no person has filed a declaration of candidacy for any office, or where there are less nominees for the open positions, the supervising authority shall appoint any person to the office who is qualified, or duly registered to vote in the district, as of the date of the scheduled election, which in this case is November 8, 2022. The Board of Supervisors, or other supervising authority where applicable, should solicit potential appointees for the offices identified in the attached Exhibit B- 'Open District Seats' so that such appointments may be made by the applicable statutory deadline.

OTHER AGENCY INVOLVEMENT:

The districts listed have requested that the Registrar of Voters consolidate their election with the November 8, 2022, General Election.

FINANCING:

California Elections Code Section 10002 mandates that all jurisdictions requesting election services from the County shall reimburse the County for the services performed.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This item is in line with the Board's vision for providing efficient service and cost neutral administration.

Check the related Board of Supervisors Strategic Initiatives:

☒ Administration:

Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

Prepared by: Jessica Cedillo, Assistant Registrar of Voters, x1499

Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:

Exhibit A - Appointed In-Lieu of Elections 11-08-2022

Exhibit B - Open District Seats 11-08-2022



Monterey County

Item No.40

Board Report

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

Legistar File Number: 22-825

September 13, 2022

Introduced: 8/30/2022

Current Status: General Government -
Consent

Version: 2

Matter Type: General Agenda Item

- a. Authorize the Registrar of Voters to consolidate and provide specified election services to certain districts relating to the November 8, 2022 General Election;
- b. Appoint candidates to governing boards of various districts where the number of persons who filed a declaration of candidacy do not exceed the number of offices to be filled at the November 8, 2022, General Election, and;
- c. Solicit candidates for appointment of qualified persons to governing board member positions where no person has filed a declaration of candidacy, as set forth in the attached Exhibits.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Registrar of Voters to consolidate and provide specified election services to certain districts relating to the November 8, 2022 General Election;
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- Monterey County Board of Education
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- Santa Rita Union Elementary School District
- Spreckels Union Elementary School District
- Washington Union Elementary School District
- City of Carmel-By-The-Sea
- City of Del Rey Oaks
- City of Gonzales
- City of Greenfield
- City of King
- City of Marina
- City of Monterey
- City of Pacific Grove
- City of Salinas
- City of Sand City
- City of Soledad
- East Garrison Community Services District
- North County Fire Protection District
- Monterey Peninsula Regional Park District
- Marina Coast Water District
- Moss Landing Harbor District
- Pajaro Valley Health Care District
- Salinas Valley Healthcare Systems
- Soledad Community Health Care District

The services requested consist generally of establishing voting precincts and polling places, preparing and distributing ballots, voter guides, and voting materials, canvassing the voted returns, certifying election results and issuing certificates of election, and all other proceedings incidental to and connected with the election.

Part 4 of Division 10 of the California Elections Code is known as the Uniform District Election Law and specifies the process for the nomination and appointment and or election of members to various special districts.

Elections Code Section 10500(b)(13) defines the supervising authority for each local special district as the board of supervisors of the county in which all or most of the land of a district is situated. This Board of Supervisors is the supervising authority for various special districts situated within Monterey County.

Section 10515 requires that the Registrar of Voters notify the supervising authority if an insufficient number of candidates has been nominated for a position on the governing board of a special district, and a petition requesting that said election be held has not been presented to the Registrar of Voters.

Section 10515 further requires that, at a regular or special meeting held prior to the Monday before the first Friday in December, the supervising authority appoint the qualified nominees who have filed declarations of candidacy.

The persons identified in the attached Exhibit A- 'Appointed In-Lieu of Elections' are qualified nominees for candidacy of their respective office and against whom no other nominations were made. The Registrar of Voters recommends the indicated persons be appointed to the governing boards of their respective districts by the Board of Supervisors. For the East Garrison Community Services District, the candidate will be appointed in-lieu of election if the majority of the voters approve the East Garrison Community Services District to be changed to an independent board of directors elected at large by registered voters of the district.

Separately, pursuant to applicable law, if no person has filed a declaration of candidacy for any office, or where there are less nominees for the open positions, the supervising authority shall appoint any person to the office who is qualified, or duly registered to vote in the district, as of the date of the scheduled election, which in this case is November 8, 2022. The Board of Supervisors, or other supervising authority where applicable, should solicit potential appointees for the offices identified in the attached Exhibit B- 'Open District Seats' so that such appointments may be made by the applicable statutory deadline.

OTHER AGENCY INVOLVEMENT:

The districts listed have requested that the Registrar of Voters consolidate their election with the November 8, 2022, General Election.

FINANCING:

California Elections Code Section 10002 mandates that all jurisdictions requesting election services from the County shall reimburse the County for the services performed.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This item is in line with the Board's vision for providing efficient service and cost neutral administration.

Check the related Board of Supervisors Strategic Initiatives:

☒ Administration:

Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

Prepared by: Jessica Cedillo, Assistant Registrar of Voters, x1499 

Approved by: Gina Martinez, Registrar of Voters, x1499 

Attachments:

Exhibit A - Appointed In-Lieu of Elections 11-08-2022

Exhibit B - Open District Seats 11-08-2022

Appointed In-Lieu of Election

EXHIBIT A

General Election
November 8, 2022

DISTRICT NAME	SEAT	APPOINTED IN-LIEU CANDIDATES
Judge of the Superior Court	Seat 1	Jared Jefferson
Judge of the Superior Court	Seat 5	Jennifer O'Keefe
Judge of the Superior Court	Seat 11	Vanessa Vallarta
Judge of the Superior Court	Seat 12	Robert A. Burlison
Judge of the Superior Court	Seat 15	Thomas W. Wills
Judge of the Superior Court	Seat 19	Pamela Butler
Monterey County Board of Education	Governing Board Member, Trustee Area 1	Annette Yee Steck
Monterey County Board of Education	Governing Board Member, Trustee Area 3	Heather Owen
Hartnell Community College District	Governing Board Member, Trustee Area 6	Erica Padilla Chavez
Hartnell Community College District	Governing Board Member, Trustee Area 7	Candice Depauw
Monterey Peninsula Community College District	Governing Board Member, Trustee Area 1	Rosalyn Green
Monterey Peninsula Community College District	Governing Board Member, Trustee Area 2	Yuri Anderson
Aromas-San Juan Unified School District	Governing Board Member	Casey Powers
West Hills Community College District	Governing Board Member, Trustee Area 1	Nina Oxborrow
Big Sur Unified School District	Governing Board Member	Irene Kahn Mark Readdie Surge Withrow
Coalinga-Huron Joint Unified School District	Governing Board Member	Tom Crawford
Gonzales Unified School District	Governing Board Member, Trustee Area 3	Maria Cuevas
Monterey Peninsula Unified School District	Governing Board Member, Trustee Area 3	Bettye L. Lusk
Monterey Peninsula Unified School District	Governing Board Member, Trustee Area 4	Maiaika Velazquez
Monterey Peninsula Unified School District	Governing Board Member, Trustee Area 6	Amanda Whitmire
North Monterey County Unified School District	Governing Board Member, Trustee Area 2	Adriana Melgoza Ramirez
Pacific Grove Unified School District	Governing Board Member, Trustee Area 3	Elliott Hazen

Pacific Grove Unified School District	Governing Board Member, Trustee Area 5	Jennifer McNary
Salinas Union High School District	Governing Board Member, Trustee Area 1	Carlos Rubio
Salinas Union High School District	Governing Board Member, Trustee Area 3	Nathalia Carrillo
Salinas Union High School District	Governing Board Member, Trustee Area 5	Tracy Filice
Salinas Union High School District	Governing Board Member, Trustee Area 7	Michael Urquides
Soledad Unified School District	Governing Board Member	Christopher Bourke Monica Pantoja
South Monterey County Joint Union High School District	Governing Board Member	Linda Benway Paul Dake Leslie Girard
Alisal Union School District	Governing Board Member, Trustee Area 5	Jose Jimenez
Bradley Union School District	Governing Board Member	Metelyn Vicente Manda Wiebe
Chualar Union School District	Governing Board Member, Trustee Area 1	Jorge Ramirez
Lagunita School District	Governing Board Member, 4-year	Richard Johnson
Lagunita School District	Governing Board Member, 2-year	Darcy Bikle
King City Union School District	Governing Board Member, 4-year	Teresita Garcia Zanchez Susan King Liduvina Paramo
Pleasant Valley Joint Union Elementary School District	Governing Board Member	Aaron Borden Suze Evenson
Salinas City Elementary School District	Governing Board Member, Trustee Area 1	Arthur Galimba
Salinas City Elementary School District	Governing Board Member, Trustee Area 3	Kathryn Ramirez
Salinas City Elementary School District	Governing Board Member, Trustee Area 5	Jessica Powell
San Antonio Union School District	Governing Board Member	Jo Marie Carroll Sandra Soares Amy Sweet
San Lucas Union Elementary School District	Governing Board Member	Maria Delatorre Lomeli Natalie Ozuna
Santa Rita Union School District	Governing Board Member, Trustee Area 2	Cindy Lopez
Santa Rita Union School District	Governing Board Member, Trustee Area 5	Diego "Jacob" Sandoval
Monterey Peninsula Airport District	Director, District 4	Carl Miller
Monterey Peninsula Airport District	Director, District 5	Dino Pick
Castroville Community Services District	Director	Cosme Padilla
Pebble Beach Community Services District	Director	Jeffrey B. Froke Peter B. McKee

Santa Lucia Community Services District	Director	Mark Boitano Cary Whitfield
Spreckels Community Services District	Director	Otto C. Kramm Dallen Coronel
Aromas-Tri County Fire Protection District	Director	Kenneth Mahler Ronald Mesiroff George Mortan
Cachagua Fire Protection District	Director	Eli Riddle Monte Salas
Cypress Fire Protection District	Director, 4-year	Ann G. McLaughlin John Caouette Alexandra Edwards
Cypress Fire Protection District	Director, 2-year	Jeanne Krener
Spreckels Memorial District	Director	Richard Magno Walan Chang
Carmel Valley Recreation and Park District	Director, 4-year	Brad H. Boghosian Steve Goodman Karolyn I. Stone
Carmel Valley Recreation and Park District	Director, 2-year	Alexander J. Gray
Monterey Peninsula Regional Park District	Director, Ward 4	Kathleen Lee
Monterey Peninsula Regional Park District	Director, Ward 5	Monta Potter
Aromas Water District	Director	Seth Capron Wayne Norton Timothy Powers
Carmel Area Wastewater District	Director	Michael Rachel Kennedy White
Monterey Peninsula Water Management District	Director, Division 1	Alvin Edwards
Monterey Peninsula Water Management District	Director, Division 2	George Riley
Monterey Peninsula Water Management District	Director, Division 3	Marc Eisenhart
City of Seaside	Mayor	Ian Oglesby
City of Seaside	Council Member	Rita Burks Alex Miller

Open District Seats

DISTRICT NAME	OFFICE/TERM	SEATS
Aromas-San Juan Unified School District	Governing Board Member, Trustee Area 3	(1) seat
Gonzales Unified School District	Governing Board Member, Trustee Area 4	(1) seat
Graves Elementary School District	Governing Board Member	(2) seats
King City Union School District	Governing Board Member, 2-year term	(1) seat
Mission Union Elementary School District	Governing Board Member	(2) seats
Gonzales Rural Fire Protection District	Director	(1) seat
Greenfield Fire Protection District	Director	(2) seats
Greenfield Memorial District	Director	PLEASE CONTACT DISTRICT
San Ardo Water District	Director	PLEASE CONTACT DISTRICT
San Lucas County Water District	Director	PLEASE CONTACT DISTRICT
East Garrison Community Services District*	Governing Board Member, 4-year term	(3) seats
East Garrison Community Services District*	Governing Board Member, 2-year term	(1) seat

**Appointments in-lieu of election will only be made if the majority of voters approve the East Garrison Community Services District to be changed to an independent board of directors elected at large by registered voters of the district.*



Monterey County

Item No.43

Board Report

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

Legistar File Number: RES 22-168

September 13, 2022

Introduced: 8/30/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution approving the amended Conflict of Interest Code of the County Administrative Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors, as the code reviewing body, approve the amended Conflict of Interest Code of the County Administrative Office.

SUMMARY:

The County Administrative Office (CAO) has amended its Conflict of Interest Code, as required by Government Code section 87306.5, to reflect the following changes in its designated positions; the removal of the Fleet Manager, and the addition of the Homeless Services Director.

DISCUSSION:

Amendments to local agency Conflict of Interest Codes are authorized by section 87306 of the Government Code whenever changes are required by changed circumstances, by creation or deletion of designated positions, or by changes in the duty of such positions. The proposed Code as amended is lawful under the Political Reform Act of 1974.

Pursuant to sections 82011 and 87303 of the Government Code, the Board of Supervisors is the code reviewing body and may approve the Code as submitted, revise the proposed Code and approve it as revised, or return the proposed Code to the agency for revision and resubmission.

For the Board's reference, the draft resolution is attached to this report as Attachment A, a clean version of the proposed amended code is attached as Attachment B, a redline copy of the proposed amended code is attached as Attachment C, and the original Conflict of Interest Code, adopted February 22, 1977, is attached as Attachment D.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the amended Code as to form.

FINANCING:

The approval of this requested Conflict of Interest Code amendment will have no financial impact upon the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the reporting of designated positions and the duties of such positions.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Claudia Escalante, Executive Assistant to CAO x5029

Approved by: Charles J. McKee, County Administrative Officer

- Attachments:
- A) Resolution;
 - B) Conflict of Interest Code of the CAO - clean version;
 - C) Conflict of Interest Code of the CAO - redline version; and
 - D) Original Conflict of Interest Code (Adopted February 22, 1977)



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers168 W. Alisal St., 1st Floor
Salinas, CA 93901**Legistar File Number: RES 22-168****September 13, 2022****Introduced:** 8/30/2022**Current Status:** Agenda Ready**Version:** 1**Matter Type:** BoS Resolution

Adopt a Resolution approving the amended Conflict of Interest Code of the County Administrative Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors, as the code reviewing body, approve the amended Conflict of Interest Code of the County Administrative Office.

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Pursuant to sections 82011 and 87303 of the Government Code, the Board of Supervisors is the code reviewing body and may approve the Code as submitted, revise the proposed Code and approve it as revised, or return the proposed Code to the agency for revision and resubmission.

For the Board's reference, the draft resolution is attached to this report as Attachment A, a clean version of the proposed amended code is attached as Attachment B, a redline copy of the proposed amended code is attached as Attachment C, and the original Conflict of Interest Code, adopted February 22, 1977, is attached as Attachment D.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the amended Code as to form.

FINANCING:

The approval of this requested Conflict of Interest Code amendment will have no financial impact upon the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and

Legistar File Number: RES 22-168

accountability in the reporting of designated positions and the duties of such positions.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Claudia Escalante, Executive Assistant to CAO x5029

Approved by: Charles J. McKee, County Administrative Officer

DocuSigned by:

Charles McKee

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- Attachments:
- A) Resolution;
 - B) Conflict of Interest Code of the CAO - clean version;
 - C) Conflict of Interest Code of the CAO - redline version; and
 - D) Original Conflict of Interest Code (Adopted February 22, 1977)

Attachment A

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

Resolution No.

Resolution authorizing:

Resolution to approve the Amended Conflict
of Interest Code of the County Administrative
Office of the County of Monterey

WHEREAS, the Political Reform Act of 1974 (Government Code section 810000, et. seq.), requires state and local government agencies to adopt Conflict of Interest codes and to periodically review their codes and make necessary changes to these codes; and

WHEREAS, pursuant to Government Code sections 87300 and 87303, the County Administrative Office of the County of Monterey previously adopted its Conflict of Interest Code which was approved by the Board; and

WHEREAS, due to addition and removal of positions, pursuant to Government Code section 87306, the County Administrative Office of the County of Monterey has submitted its proposed, amended code to the Monterey County Board of Supervisors, the code reviewing body, for approval; and

WHEREAS, the Amended Conflict of Interest Code of the County Administrative Office of the County of Monterey is attached hereto as Attachment B and incorporated herein by reference; and

WHEREAS, pursuant to Government Code section 87303, the Board of Supervisors as code reviewing body may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission; and

WHEREAS, the amended code as adopted is lawful under the Political Reform Act of 1974;

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors does hereby approve the Amended Conflict of Interest code of the County Administrative Office of the County of Monterey, attached hereto as Attachment B and directs the Clerk of the Board of Supervisors to notify the County Administrative Office of the approval.

PASSED AND ADOPTED this ____ day of _____, 2022, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book_____, on _____, 2022.

Dated:

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

By _____
, Deputy

**CONFLICT OF INTEREST CODE
OF THE
COUNTY ADMINISTRATIVE OFFICE OF THE COUNTY OF MONTEREY**

The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in a Department's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the County Administrative Office (hereafter "Department").

Individuals holding designated positions shall file their statement of economic interests with the County Administrative Office, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. The County Administrative Officer shall file one original statement of economic interests with the County Clerk who shall make and retain a copy and forward the original statement to the Fair Political Practices Commission, which shall be the filing officer. Statements for all other designated positions shall be retained by the Agency. Statements for all other designated positions shall be retained by the Department.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: 02/22/77

Amended: 10/26/82
03/19/85
05/08/89
02/27/90
08/19/90
09/10/91
04/30/92
06/23/94
07/12/94
04/27/95
09/18/98
03/06/00
09/18/02
11/20/02
01/14/03

ATTACHMENT B

02/03/04
10/04/04
02/09/06
12/12/07
01/08/08
10/06/08
11/09/10
09/18/12
08/26/14
09/20/16
03/21/17
10/23/18
02/08/22
09/13/22

APPENDIX A: DESIGNATED POSITIONS

<u>Designated Positions</u> ¹	<u>Assigned Disclosure Category</u>
Assistant County Administrative Officer	1
Associate Administrative Analyst	1
Buyer I	1
Buyer II	1
Intergovernmental & Legislative Affairs Director	1
Contracts & Purchasing Officer	1
County Budget Director	1
Executive Management Specialist	1
Finance Manager I	1
Finance Manager II	1
Finance Manager III	1
Management Analyst I	1
Management Analyst II	1
Management Analyst III	1
Management Specialist	1
Principal Administrative Analyst	1
Senior Administrative Analyst	1

County Administrative Officer¹

Consultants² 1

¹ Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:

² Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code Regs., tit. 2, section 18700.3(a), as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

- (1) Makes a governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;
 - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an

APPENDIX A: DESIGNATED POSITIONS CONTD.

<u>Designated Positions</u>	<u>Assigned Disclosure Category</u>
County Communications Director	1
Media Analyst	1
Emergency Services Manager	1
Emergency Services Planner	1
Economic Development Manager	1
Workforce Development Board Executive Director	1
Cannabis Program Manager	1
Program Manager I	1
Program Manager II	1
Homeless Services Director	1
Boards:	
Member, Workforce Development Board	1

individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

Consultants to the County Administrative Office shall be subject to disclosure under Category 1, subject to the following limitation: The County Administrative Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the County Administrative Officer may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the County Administrative Officer is a public record and shall be

ATTACHMENT B

retained for public inspection in the same manner and location as the Department's Conflict of Interest Code.

APPENDIX B: DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Department.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the County Administrative Office of the County of Monterey is the County of Monterey.

Category 1

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

**CONFLICT OF INTEREST CODE
OF THE
COUNTY ADMINISTRATIVE OFFICE OF THE COUNTY OF MONTEREY**

The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in a Department's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the County Administrative Office (hereafter "Department").

Individuals holding designated positions shall file their statement of economic interests with the County Administrative Office, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. The County Administrative Officer shall file one original statement of economic interests with the County Clerk who shall make and retain a copy and forward the original statement to the Fair Political Practices Commission, which shall be the filing officer. Statements for all other designated positions shall be retained by the Agency. Statements for all other designated positions shall be retained by the Department.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: 02/22/77

Amended: 10/26/82
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02/03/04
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09/13/22

APPENDIX A: DESIGNATED POSITIONS

<u>Designated Positions¹</u>	<u>Assigned Disclosure Category</u>
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Associate Administrative Analyst	1
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Buyer II	1
Intergovernmental & Legislative Affairs Director	1
Contracts & Purchasing Officer	1
County Budget Director	1
Executive Management Specialist	1
Finance Manager I	1
Finance Manager II	1
Finance Manager III	1
Management Analyst I	1
Management Analyst II	1
Management Analyst III	1
Management Specialist	1
Principal Administrative Analyst	1
Senior Administrative Analyst	1
Fleet Manager	1
County Administrative Officer ¹	
Consultants ²	1

¹ Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:

² Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code Regs., tit. 2, section 18700.3(a), as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

- (1) Makes a governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;
 - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an

APPENDIX A: DESIGNATED POSITIONS CONTD.

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County Communications Director	1
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Emergency Services Manager	1
Emergency Services Planner	1
Economic Development Manager	1
Workforce Development Board Executive Director	1
Cannabis Program Manager	1
Program Manager I	1
Program Manager II	1
<u>Homeless Services Director</u>	<u>1</u>
Boards:	
Member, Workforce Development Board	1

individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

Consultants to the County Administrative Office shall be subject to disclosure under Category 1, subject to the following limitation: The County Administrative Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the County Administrative Officer may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the County Administrative Officer is a public record and shall be

retained for public inspection in the same manner and location as the Department's Conflict of Interest Code.

APPENDIX B: DISCLOSURE CATEGORIESGeneral Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Department.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the County Administrative Office of the County of Monterey is the County of Monterey.

Category 1

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

CONFLICT OF INTEREST CODE
OF THE
DEPARTMENT OF ADMINISTRATIVE MANAGEMENT
AND ITS DIVISIONS
OF MONTEREY COUNTY

FILED: 2/22/77
ERNEST A. MAGGINI, CLERK
BY E. Maggini DEPUTY

SECTION 100. Purpose. Pursuant to the provisions of Government Code Sections 87300, et seq., the

DEPARTMENT OF ADMINISTRATIVE MANAGEMENT AND ITS DIVISIONS OF PURCHASING, PERSONNEL, COLLECTIONS, GROUNDS & BUILDINGS, & CETA ADMINISTRATION of Monterey County hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code Section 81000). The provisions of this Code are additional to Government Code Section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions and provisions of said Act and regulations adopted pursuant thereto shall be incorporated herein and this Code shall be interpreted in a manner consistent therewith.

SECTION 200. Designated Positions. The following positions are designated positions. Officers and employees holding those positions are designated employees and are deemed to make or participate in the making of, decisions which may foreseeably have a material effect on a financial interest.

Administrative Division

Administrative Officer

Assistant Administrative Officer

Purchasing Division

Assistant Purchasing Agent

Personnel Division

Personnel Officer (Deputy Administrative Officer)

Collections Division

Director of Collections (Deputy Administrative Officer)

SECTION 300. Disclosure Statements. Each designated employee shall file an annual statement disclosing that employee's interest in investments, real property, and income, designated as reportable by Article 2, Chapter 7, of the Political Reform Act of 1974.

SECTION 400. Place and Time of Filing.

(a) All designated employees required to submit a statement of financial interests shall file the original with the County Administrative Officer.

(b) The County Administrative Officer, upon receipt of the statement of financial interest, shall make and retain a copy and forward the original to the County Clerk.

(c) A designated employee required to submit a statement of financial interest shall submit the statement within 30 days after the effective date of this Code.

(d) New employees, other than officers and their deputies, appointed to designated positions shall file statements within 30 days after date of employment.

(e) New officers and their deputies appointed to designated positions shall file statements not less than 10 days before assuming office, unless an earlier assumption of office is required by emergency circumstances, in which case the statement shall be filed within 30 days thereafter.

(f) Annual statements shall be filed during the month of February by all designated employees. Such statements shall cover the period of the preceding calendar year.

(g) A designated employee required to file a statement of financial interest with any other agency, which has the same territorial jurisdiction, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with the other agency, in lieu of an entirely separate statement.

SECTION 500. Contents of Disclosure Statements. Disclosure statements shall be made on forms supplied by the County Administrative Officer , and shall contain the following information:

(a) Contents of Investment and Real Property Reports:

When an investment or an interest in real property is required to be reported, the statement shall contain:

- (1) A statement of the nature of the investment or interest;
- (2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
- (3) The address or other precise location of the real property;
- (4) A statement whether the fair market value of the investment or interest in real property exceeds ten thousand dollars (\$10,000), and whether it exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer.

(b) Contents of Personal Income Reports:

When personal income is required to be reported, the statement shall contain:

- (1) The name and address of each source of income aggregating two hundred and fifty dollars (\$250) or more in value, or twenty-five dollars (\$25) or more in value if the income was a gift, and

a general description of the business activity, if any, of each source;

(2) A statement whether the aggregate value of income from each source was greater than one thousand dollars (\$1,000), and whether it was greater than ten thousand dollars (\$10,000);

(3) A description of the consideration, if any, for which the income was received;

(4) In the case of a gift, the amount and the date on which the gift was received.

(c) Contents of Business Entity Income Reports:

When income of a business entity, including income of a sole proprietorship, is required to be reported under this article, the statement shall contain:

(1) The name, address, and a general description of the business activity of the business entity;

(2) In the case of a business entity which provides legal or brokerage services, the name of every person who paid fees to the business entity if the filer's prorata share of fees from such person was equal to or greater than one thousand dollars (\$1,000);

(3) In the case of a business entity not covered by paragraph (2), the name of every person from whom the business entity received payments if the filer's prorata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.

(d) First Statement:

The first report filed by an employee appointed to a designated position shall disclose any reportable investments and interests in real property.

(e) Acquisition During Reporting Period.

In the case of a statement filed under SECTION 400(f), if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.

SECTION 600. Disqualification. Designated employees must disqualify themselves from making or participating in the making of any decisions in which they have a reportable financial interest, when it is reasonably foreseeable that such interest may be materially affected by the decision. No designated employee shall be required to disqualify himself with respect to any matter which could not be legally acted upon or decided without his participation.



Monterey County

Item No.44

Board Report

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

Legistar File Number: A 22-488

September 13, 2022

Introduced: 8/31/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Chief Information Officer to execute a non-standard agreement with North County Fire Protection District to house radio equipment and a wall mounted cabinet, retroactive for the term of August 1, 2022, through July 31, 2025, at no cost to the County.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Chief Information Officer to execute a non-standard agreement with North County Fire Protection District to house radio equipment and a wall mounted cabinet, retroactive for the term of August 1, 2022, through July 31, 2025, at no cost to the County.

SUMMARY/DISCUSSION:

Monterey County operates a consolidated, integrated public safety dispatch center, The Next Generation Radio System (NGEN), operated and managed through the Information Technology Department (ITD) which supports approximately 40 public safety agencies. The Next Generation Radio System is a collaborative effort involving 28 public agencies within the County, including all of its incorporated cities and a number of special districts providing reliable and secure interoperable communications for all user agencies within the County.

The North County Fire Station is part of the NGEN system and extends coverage into the Northwest portions of the County and supports the Sheriff's Department in areas where the digital system does not provide coverage.

The proposed agreement enables the County to install, operate and maintain specified radio equipment for the purposes of providing public safety communications in North Monterey County.

The Chief Information Officer recommends entering this non-standard Agreement to provide The County's NGEN system provides mission critical communications to law, fire, and ambulance personnel and to local government, state and federal mutual aid response. Approval of the proposed amendment ensures the continuity and availability of these important emergency communications.

OTHER AGENCY INVOLVEMENT:

County Counsel cannot approve the agreement due to non-standard insurance provisions.

FINANCING:

No additional funds are required as the cost of this site Agreement is provided at no cost to the

County.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The approval of this Agreement will allow the County to expand the Next Generation radio infrastructure to the Northwest portions of the County providing critical two-way radio communications for public safety and first responder agencies.

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by:

_____ Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Agreement with North County Fire District



Monterey County

Item No.

Board Report

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

Legistar File Number: A 22-488

September 13, 2022

Introduced: 8/31/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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The Chief Information Officer recommends entering this non-standard Agreement to provide The County's NGEN system provides mission critical communications to law, fire, and ambulance personnel and to local government, state and federal mutual aid response. Approval of the proposed amendment ensures the continuity and availability of these important emergency communications.

OTHER AGENCY INVOLVEMENT:

County Counsel cannot approve the agreement due to non-standard insurance provisions.

FINANCING:

No additional funds are required as the cost of this site Agreement is provided at no cost to the County.

Legistar File Number: A 22-488


BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The approval of this Agreement will allow the County to expand the Next Generation radio infrastructure to the Northwest portions of the County providing critical two-way radio communications for public safety and first responder agencies.

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by:

DocuSigned by:

747D862C78D04AE... Date: 9/1/2022 | 10:21 AM PDT
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Agreement with North County Fire District

North County Fire District

Facilities Use Agreement

This agreement by and between North County Fire Protection District 11200 Speegle St Castroville, Ca
Owner's Name Owner's complete address
 ("Owner"), and County of Monterey ("User"),
User's name User's complete address
 will take effect on the 1 day of August 2022 and will continue for a period of Three Years
Day Month Year Time period
 WHEREAS Owner owns premises located at 11200 Speegle St Castroville, Ca 95012
Complete address
 which is normally used for Fire Station, and
Type of use
 WHEREAS, User desires to use the Meeting Room area of the facilities for the
Area of premises (e.g. church building)
 purpose of Housing a wall mounted cabinet and radio equipment,
Purpose of use
 and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

- Owner agrees to let User use the above-described premises for the above-described purpose on
August 1, 2022 to July 31, 2025. Joel Mendoza
Describe times and days of usage Name and Owner's contact person
 is the contact person for the Owner and is the contact person for the User to
Name of User's contact person
 coordinate the details of usage.
- ☐ Fee Agreement. The user agrees to pay the Owner No Fee for the use of the premises.
Amount
☒ Non-Fee Agreement. In consideration for the benefit of using the Owner's facilities, the User agrees to abide by all the terms and conditions of use described in this agreement.
- User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.
- User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose, or belief of the Owner, which is a biblically-based religious institution.
- User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
- User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the user's function at the above-described facilities.
- ☐ Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the user begins to use the above-described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above-described premises.
☐ Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, the User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

8. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/ communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees, and representatives) or otherwise.

9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

10. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

11. This agreement may be canceled unilaterally by either party with 60 days written notice to the other party.

11.5. In the event that the Owner must cancel this agreement, the User will be entitled to any deposit User has paid. However, in no event will Owner be liable to the User for any lost profits or incidental, indirect, special, or consequential damages arising out of the User's inability to use the above-described premises, even if the Owner has been advised of the possibility of such damages.

12. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.

13. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If the Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this 20 day of July 2022.

OWNER

Joel Mendoza

Signer's Name

Fire Chief

Position with Owner (title)

USER

Signer's Name

Position with User (title)



Monterey County

Item No.45

Board Report

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

Legistar File Number: MIN 22-089

September 13, 2022

Introduced: 9/6/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: Minutes

Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: Tuesday, December 7, 2021, Wednesday, December 8, 2021, Tuesday, December 14, 2021, Tuesday, August 23, 2022 and Tuesday, August 30, 2022.

Monterey County

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



Meeting Minutes - Draft

Tuesday, December 7, 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: 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) *County of Monterey dba Natividad Medical Center, et al. v. Kaiser Foundation Health Plan, Inc., et al.* (Monterey County Superior Court Case No. 19CV001823)
 - (2) *City of Marina, et al. v. County of Monterey, et al.* (Monterey County Superior Court Case No. 19CV005270)
 - (3) Conservatorship of Gerda Seay (Monterey County Superior Court Case No. MP21813)
 - (4) Conservatorship of Gin Casion (Monterey County Superior Court Case No. MP3098)
 - (5) Peter Collazo (Worker's Compensation Appeals Board case no. ADJ12902465)
 - (6) Peter Collazo (Worker's Compensation Appeals Board case no. ADJ11439445)

- (7) Denis Greathead (Worker's Compensation Appeals Board case no. ADJ9358752)
 - (8) Denis Greathead (Worker's Compensation Appeals Board case no. ADJ9104199)
 - (9) Timothy Gregory (Worker's Compensation Appeals Board case no. ADJ9878805)
 - (10) Timothy Gregory (Worker's Compensation Appeals Board case no. ADJ9878806)
 - (11) *Vista Nadura, LLC, et al. V. County of Monterey Resource Management Agency, et al.* (Monterey County Superior Court Case No. 20CV003534)
 - (12) *Vista Nadura, LLC, et al. V. County of Monterey, et al.* (Monterey County Superior Court Case No. 21CV000726)
 - (13) *Vista Nadura, LLC, et al. V. County of Monterey, et al.* (Monterey County Superior Court Case No. 21CV001790)
 - (14) *Pajaro/Watsonville Homeless Union, et al. v. Monterey County, et al.* (United States District Court, Northern District Case No. 21CV008899-SVK)
- e. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding ~~one~~ two matter of significant exposure to litigation. (REVISED VIA SUPPLEMENTAL)
- f. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding two matters of potential initiation of litigation.

Public Comments for Closed Session

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, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

Announcement of Interpreter

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Pledge of Allegiance

The Pledge of Allegiance to be led by Charles McKee, County Administrative Officer.

Additions and Corrections by Clerk

The following additions and corrections were read into the record:

Correction to the Natividad Medical Center - Consent Calendar

Item No. 27 is in receipt of a revised Board Report.

Item No. 34 is in receipt of a revised Board Report.

Item No. 55 is a duplicate of Item No. 17 and this item should go forward as Item No. 17 under the 1:30 p.m. scheduled matters.

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 Resolutions 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 honoring Shawne E. Ellerbee, Assistant Director of Public Works, Facilities, & Parks, upon her retirement after 12 years of dedicated public service with the County of Monterey. (Supervisor Askew)

Adopted Resolution No. 21-410

3. Adopt a resolution honoring Sheila Salazar upon her retirement from Monterey County after twenty years of public service to Monterey County residents. (Supervisor Askew)

Adopted Resolution No. 21-411

4. Adopt a resolution honoring Robin Cauntay upon her retirement as Librarian III at Monterey County Free Libraries. (Supervisor Askew)

Adopted Resolution No. 21-406

5. Adopt a Resolution Honoring the Life and Career of Neil L. Shapiro. (Supervisor Adams)

Adopted Resolution No. 21-412

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 Numbers 6 - 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

6. Reappoint Raymond Coppersmith Jr. to the Monterey County Mosquito Abatement District, with a term ending date of January 2, 2024. (Nominated by the Monterey County Mosquito Abatement District)

Reappointed

7. Reappoint Julie Edgcomb to the Santa Cruz-Monterey-Merced Managed Medical Commission with a term ending date of December 31, 2025. (Nominated by Santa Cruz-Monterey-Merced Managed Medical Commission)

Reappointed

8. Reappoint Allen Radner to the Santa Cruz-Monterey-Merced Managed Medical Commission, with a term ending date of December 31, 2025. (Nominated by Santa Cruz-Monterey-Merced Managed Medical Commission)

Reappointed

9. Appoint Margaret D'Arrigo-Martin to the Monterey County Workforce Development Board, with a term ending date of December 7, 2024. (Nominated by Monterey County Workforce Development Board)

Appointed

10. Appoint Dominic Gilliam to the Greenfield Memorial District with at term ending November 20, 2023. (Nominated by Supervisor Lopez)

Appointed

11. Reappoint Sam Daniels to the Military and Veterans Affairs Commission with a term ending date December 7, 2023. (Nominated by Supervisor Alejo)

Reappointed

Approval of Consent Calendar

12. See Supplemental Sheet

Open for public comments; Mr. Rosen commented on Item No. 80, Wes White commented, in person, and Bill Lipe commented on Item No.'s 79, 91 and 92, via Zoom.

Supervisor Mary L. Adams commented on Item Numbers 71, 75 and 89, Supervisor John M. Phillips commented/questioned on Item Numbers 75 and 89 and Supervisor Chris Lopez commented and wanted a separate vote on Item No. 56.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 25 through 92 excluding Item No. 56 as it was pulled for a separate vote and Item No. 55 which was removed via additions and corrections as it was a duplicate of Item No. 17 on the 1:30 p.m. scheduled matters.

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

It was corrected that Supervisor Chris Lopez was referring to Item No. 62 and not Item No. 56.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to reconsider to approve Consent Calendar Item Numbers 25 through 92 excluding Item No. 62 as it was pulled for a separate vote and Item No. 55 which was removed via additions and corrections as it was a duplicate of Item No. 17 on the 1:30 p.m. scheduled matters.

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 continue Item No. 62 to January 2022, for consideration.

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 approve Consent Calendar Item Numbers 25 through 92 including Item No. 56 and excluding Item No. 55 which was removed via additions and corrections as it was a duplicate of Item No. 17 on the 1:30 p.m. scheduled matters.

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

13. General Public Comments

Open for general public comments for items not on today's agenda; Eric Peterson and Wes White, in person, and Bill Lipe, via Zoom, commented.

10:30 A.M. - Scheduled Matters**14. Conduct a public hearing to:**

- a. Adopt Resolution to approve Amendment No. 13 with [Proposed] Exhibit 1 "Approved Rates and Charges" to Unified Franchise Agreement A-11631 regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement A-11631 between the County of Monterey and Waste Management, Inc. dba USA Waste of California dba Carmel Marina Corp., for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County; and
- b. Approve and authorize the Director of Health to execute Amendment No. 13 to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and Waste Management, Inc. dba USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.

Public hearing commenced.

Ric Encarnacion, Bureau Chief and Robin Kimball, Management Analyst III from the Health Department, both via Zoom, presented via PowerPoint presentation.

Open for public comments; Bill Lipe, via Zoom, commented.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

- a. Adopt Resolution No. 21-418 to approve Amendment No. 13 with [Proposed] Exhibit 1 "Approved Rates and Charges" to Unified Franchise Agreement A-11631 regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement A-11631 between the County of Monterey and Waste Management, Inc. dba USA Waste of California dba Carmel Marina Corp., for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County; and
- b. Approve and authorize the Director of Health to execute Amendment No. 13 to the Unified Franchise Agreement (Agreement No. A-11631) between the County of Monterey and Waste Management, Inc. dba USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated 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

- 15.**
 - a. Consider approval of an Infrastructure Financing Plan and Memorandum of Agreement with the City of Gonzales authorizing the County's joint participation in the proposed City of Gonzales Enhanced Infrastructure Financing District No. 1, which would finance infrastructure development within the existing City of Gonzales Agricultural Industrial Business Park

- b. Authorize the County Administrative Officer, or his designee, to execute the Memorandum of Agreement on behalf of the County;
- c. Finding that the County's participation in the City of Gonzales Enhanced Infrastructure Financing District No. 1 is not a project within the meaning of the California Environmental Quality Act.

Nick Chiulos, Assistant County Administrative Officer, in person, and Mark Hartunian, Deputy City Manager of Gonzalez, and Michael Medve, Public Finance Consultant, both via Zoom, verbally presented.

Open for public comment; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:
Adopted Resolution No.: 21-427; Approved - Agreement No.: A-15614

- a. Approve an Infrastructure Financing Plan and Memorandum of Agreement with the City of Gonzales authorizing the County's joint participation in the proposed City of Gonzales Enhanced Infrastructure Financing District No. 1, which would finance infrastructure development within the existing City of Gonzales Agricultural Industrial Business Park
- b. Authorize the County Administrative Officer, or his designee, to execute the Memorandum of Agreement on behalf of the County;
- c. Find that the County's participation in the City of Gonzales Enhanced Infrastructure Financing District No. 1 is not a project within the meaning of the California Environmental Quality Act.

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 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

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

1:30 P.M. - Scheduled Matters

- 16.** a. Conduct a public hearing to consider six (6) 2022 Williamson Act Applications to Create a Farmland Security Zone (“FSZ”) and Contract (REF210027); and
- b. Adopt a Resolution:
1. Finding that Open Space Contracts or Easements qualify as a Class 17 (establishment of agricultural preserves) Categorical Exemption pursuant to the California Environmental Quality Act (CEQA), California Code of Regulations (CCR) CEQA Guidelines Section 15317 and there are no exceptions pursuant to CEQA Guidelines CCR Section 15300.2; and
 2. Approving five (5) applications to create FSZs and Contracts:
 - a. FSZ Application No. 2022-01 (304 acres) - Yellow Juliet II, LLC; Assessor’s Parcel Number (APN) 145-011-064
 - b. FSZ Application No. 2022-02 (331 acres) - KVL Holdings, Inc.; APNs 183-021-016 and 183-021-033 (*Currently in escrow with Arroyo Seco Vineyards LLC, a Delaware limited liability company.)
 - c. FSZ Application No. 2022-03 (297 acres) - Nixon Farms, LLC; APNs 107-031-007 and 107-031-008
 - d. FSZ Application No. 2022-04 (756 acres) - 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; rescind Land Conservation Contract Nos. 68-022 and 70-002 and simultaneously approve FSZ No. 2022-04 as applicable to the subject property
 - e. FSZ Application No. 2022-05 (59 acres) - 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; and
 3. Continue one (1) application to create an FSZ and Contract to the 2023 round of Williamson Act applications (to be considered in 2022): FSZ Application No. 2022-06 (178 acres) - Linda S. De Santiago Living Trust dated December 21, 1998; APNs 165-101-006 and 165-101-008 (Application No. 2020-09 in 2019); and
 4. Authorizing the Chair to execute the recommended five (5) FSZ Contracts; and
 5. Directing the Clerk of the Board of Supervisors to record the FSZ Contracts prior to January 1, 2022 property tax lien date subject to the submittal of the corresponding recording fees by the property owners of record.

Public hearing commenced.

Nadia Garcia, Management Analyst, via Zoom, from the Agricultural Commission Office presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

a. Conduct a public hearing to consider six (6) 2022 Williamson Act Applications to Create a Farmland Security Zone (“FSZ”) and Contract (REF210027); and

b. Adopt Resolution No.: 21-413 :

1. Find that Open Space Contracts or Easements qualify as a Class 17 (establishment of agricultural preserves) Categorical Exemption pursuant to the California Environmental Quality Act (CEQA), California Code of Regulations (CCR) CEQA Guidelines Section 15317 and there are no exceptions pursuant to CEQA Guidelines CCR Section 15300.2; and
2. Approve five (5) applications to create FSZs and Contracts:
 - a. FSZ Application No. 2022-01(304 acres) - Yellow Juliet II, LLC; Assessor's Parcel Number (APN) 145-011-064
 - b. FSZ Application No. 2022-02 (331 acres) - KVL Holdings, Inc.; APNs 183-021-016 and 183-021-033 (*Currently in escrow with Arroyo Seco Vineyards LLC, a Delaware limited liability company.)
 - c. FSZ Application No. 2022-03 (297 acres) - Nixon Farms, LLC; APNs 107-031-007 and 107-031-008
 - d. FSZ Application No. 2022-04 (756 acres) - Fanoie-Johnson Ranch Trust U/D/T dated February 9, 2021, Jane Fanoie Limited Partnership dated December 29, 1999, Trust B of James D. Fanoie, Jr. Family Trust U/A dated June 24, 1985, APNs 107-031-017 and 107-031-024; rescind Land Conservation Contract Nos. 68-022 and 70-002 and simultaneously approve FSZ No. 2022-04 as applicable to the subject property
 - e. FSZ Application No. 2022-05 (59 acres) - 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; and
3. Continue one (1) application to create an FSZ and Contract to the 2023 round of Williamson Act applications (to be considered in 2022): FSZ Application No. 2022-06 (178 acres) - Linda S. De Santiago Living Trust dated December 21, 1998; APNs 165-101-006 and 165-101-008 (Application No. 2020-009 in 2019); and
4. Authorize the Chair to execute the recommended five (5) FSZ Contracts; and
5. Direct the Clerk of the Board of Supervisors to record the FSZ Contracts prior to January 1, 2022 property tax lien date subject to the submittal of the corresponding recording fees by the property owners of record.

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. Public hearing to consider:

- a. Approving a Historic Property Contract (Mills Act Contract) with property owner Jason Peltier, for the property located at 2852 Forest Lodge Road, Pebble Beach, CA; and
 - b. Authorizing the Chair of the Board of Supervisors to execute the Contract.
- [PLN200177 - Jason Peltier 2852 Forest Lodge Road, Pebble Beach, CA (APN: 007-192-009-000)]

Public hearing commenced.

Craig Spencer, Chief of Planning, via Zoom, from the Housing and Community Development Department presented, via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to:

- a. Approve a Historic Property Contract (Mills Act Contract) with property owner Jason Peltier, for the property located at 2852 Forest Lodge Road, Pebble Beach CA; and
- b. Authorize the Chair of the Board of Supervisors to execute the contract.

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. Public hearing to consider:

- a. Adding “Rancho El Robledo” to the Monterey County Register of Historic Resources;
- b. Approving a Historic Property Contract (Mills Act Contract) with property owners Jeffery Webster and Kimberly Clemenson, for the property located at 8 Rancho El Robledo Drive, Carmel Valley, CA;
- c. Approve an exception to the fair market property value cap of \$3 million for a contract on a property valued at \$6.7 million; and
- d. Authorizing the Chair of the Board of Supervisors to execute the Contract.

[PLN210296 - Webster & Clemenson (Mills Act Contract for Rancho El Robledo), 8 Rancho El Robledo Drive, Carmel Valley, CA (APN: 197-151-011-000)]

Public hearing commenced.

Craig Spencer, Chief of Planning, via Zoom, from the Housing and Community Development Department presented, via PowerPoint presentation.

Open for public comments; Kent Siley, in person, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to

- a. Add “Rancho El Robledo” to the Monterey County Register of Historic Resources;**
- b. Approve a Historic Property Contract (Mills Act Contract) with property owners Jeffery Webster and Kimberly Clemenson, for the property located at 8 Rancho El Robledo, Carmel Valley, CA;**
- c. Approve an exception to the fair market property value cap of \$3 million for a contract on a property valued at \$6.7 million; and**
- d. Authorize the Chair of the Board of Supervisors to execute the contract.**

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.**
- a. Provide direction regarding American Rescue Plan Act funding allocated for Economic Recovery Countywide Business Retention and Countywide Hospitality/Tourism.
 - b. Provide direction to the Economic Development Manager to leverage existing partnerships with Monterey County Convention & Visitors Bureau (MCCVB) and Monterey County Business Council (MCBC) to develop COVID-19 relief programming for Countywide Business Retention and Countywide Hospitality/Tourism Recovery; or
 - c. Provide direction to the Economic Development Manager to work with internal County partners to develop a request for proposal (RFP), utilizing American Rescue Plan Act funding for specialized programming designed to assist with the recovery of the tourism industry and small businesses affected by the recent COVID-19 pandemic.

Richard Vaughn, Economic Development Manager, in person, presented via PowerPoint presentation.

Open for public comments; Cindy Merzon, Eloise Shim, Cesar Lara, Joe Coved, Mayor Kimbley Craig and Jennifer Kocher, all via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

- a. Provide direction regarding American Rescue Plan Act funding allocated for Economic Recovery Countywide Business Retention and Countywide Hospitality/Tourism.
- b. Provide direction to the Economic Development Manager to leverage existing partnerships with two (2) organizations to develop COVID-19 relief programming for Countywide Business Retention and Countywide Hospitality/Tourism Recovery; or
- c. Provide direction to the Economic Development Manager to work with internal County partners to develop a request for proposal (RFP), utilizing American Rescue Plan Act funding for specialized programming designed to assist with the recovery of the tourism industry and small businesses affected by the recent COVID-19 pandemic.

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

20. 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 Wendy Root Askew: Referral 2021.27

Referral Purpose: Clarify the County's process for prioritizing requested Class and Compensation studies to ensure equitable undertaking of needed studies.

One new referral from Supervisor Luis A. Alejo and Supervisor Chris Lopez: Referral 2021.28

Referral Purpose: Due to the projected state budget record surplus, this referral requests that Monterey County Water Resources Agency partner with our state legislative delegation to make a \$300 million budget request in the 2022 legislative session for the water storage infrastructure & maintenance projects at Lakes San Antonio and Nacimiento.

The referral amended to add the San Lucas project and add an additional 12 million in the pipeline.

One new referral from Supervisor Mary L. Adams: Referral 2021.29

Referral Purpose: The purpose of this referral is to increase the administrative citation and fine amount for citations issued under Monterey County Code Section 14.18.020.A.

Open for public comments; Wes White, in person, commented.

County Administrative Officer comments/referrals can be heard by clicking the following link:

http://monterey.granicus.com/EditFile.php?clip_id=4398

Referral Responses

21. Receive a preliminary analysis report in response to **Board Referral No. 2021.21** seeking to establish a budget unit and appropriations mechanism for the Big Sur Byway Organization (BSBO).

Erik Lundquist, Director of Housing Community and Development Department, via Zoom, verbally presented.

Open for public comments; Martha Diehl, via Zoom, commented.

Upon consensus the Board:

Received a preliminary analysis report in response to Board Referral No. 2021.21 seeking to establish a budget unit and appropriations mechanism for the Big Sur Byway Organization (BSBO).

22. Receive a preliminary analysis report in response to ***Board Referral No. 2021.23*** seeking to create a new management position of Monterey County Director of Homeless Strategies and Solutions

Nick Chiulos, Assistant County Administrative Officer, in person, verbally presented.

Open for public comments; Kevin Dayton, via Zoom, and Wes White, in person, commented.

Upon consensus the Board:

Received a preliminary analysis report in response to Board Referral No. 2021.23 seeking to create a new management position of Monterey County Director of Homeless Strategies and Solutions.

Board Comments

23. Board Comments

Board Comments can be heard by clicking the following link:

http://monterey.granicus.com/EditFile.php?clip_id=4398

5:30 PM - Scheduled Matters

- 24.

- a. Receive a report from the Sheriff's Office related to ICE's access to inmates in the Monterey County Jail; and
- b. Receive and consider public comment.

James Bass, Bureau Chief Deputy, via Zoom, from the Monterey County Sheriff's 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:

- a. Receive a report from the Sheriff's Office related to ICE's access to inmates in the Monterey County Jail; and
- b. Receive and consider public comment.

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
- (2) Designated representatives: Irma Ramirez-Bough and Kim Moore
Employee Organization(s): Units F, H and J

The Board took no reportable actions on items 1.b.(1)(2)

c. 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 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) County of Monterey dba Natividad Medical Center, et al. v. Kaiser Foundation Health Plan, Inc., et al. (Monterey County Superior Court Case No. 19CV001823)
- (2) City of Marina, et al. v. County of Monterey, et al. (Monterey County Superior Court Case No. 19CV005270)
- (3) Conservatorship of Gerda Seay (Monterey County Superior Court Case No. MP21813)
- (4) Conservatorship of Gin Casion (Monterey County Superior Court Case No. MP3098)
- (5) Peter Collazo (Worker's Compensation Appeals Board case no. ADJ12902465)
- (6) Peter Collazo (Worker's Compensation Appeals Board case no. ADJ11439445)
- (7) Denis Greathead (Worker's Compensation Appeals Board case no. ADJ9358752)
- (8) Denis Greathead (Worker's Compensation Appeals Board case no. ADJ9104199)
- (9) Timothy Gregory (Worker's Compensation Appeals Board case no. ADJ9878805)
- (10) Timothy Gregory (Worker's Compensation Appeals Board case no. ADJ9878806)

(11) Vista Nadura, LLC, et al. V. County of Monterey Resource Management Agency, et al. (Monterey County Superior Court Case No. 20CV003534)

(12) Vista Nadura, LLC, et al. V. County of Monterey, et al. (Monterey County Superior Court Case No. 21CV000726)

(13) Vista Nadura, LLC, et al. V. County of Monterey, et al. (Monterey County Superior Court Case No. 21CV001790)

(14) Pajaro/Watsonville Homeless Union, et al. v. Monterey County, et al. (United States District Court, Northern District Case No. 21CV008899-SVK)

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

The Board took no reportable actions on items 1.d.(1)(2)(3)(4)(5)(6)(7)(8)(9)(10)(11)(12)(13)(14)

f. 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.f.

Adjourned

The meeting was recessed at 3:34 p.m. and then back into closed session at 4:00 p.m. and any remaining items in Closed Session will come back tomorrow morning. There is no read out at this time.

Supplemental Sheet, Consent Calendar**Natividad Medical Center****25. Adopt Resolution to:**

- a. Approve a revision to the standard “Employment Agreement (Hospital Physician)” for Natividad Unit U physician employees as indicated in Attachment A - Summary of Revisions, for Natividad Unit U physicians, providing that if the current underlying insurance agreement between the County and its insurance carrier expires or terminates, continuous coverage will expire or terminate and the County shall obtain and maintain, at its expense, extended reporting period coverage and/or prior acts coverage, providing coverage equal to or greater than that provided by the expired/terminated continuous coverage, to be used with all new and renewed employment agreements beginning January 1, 2022;
- b. Approve a revision to the standard “Public Health Emergency Temporary Employment Agreement (Physician)” for employed emergency temporary physicians at Natividad, as indicated in Attachment A, providing that if the current underlying insurance agreement between the County and its insurance carrier expires or terminates, continuous coverage will expire or terminate and the County shall obtain and maintain, at its expense, extended reporting period coverage and/or prior acts coverage, providing coverage equal to or greater than that provided by the expired/terminated continuous coverage, to be used with all new and renewed employment agreements beginning January 1, 2022;
- c. Authorize updates to the agreement templates in accordance with local, federal, and/or state law, subject to review and approval by County Counsel;
- e. Authorize amendments to agreement templates that do not change salary ranges or provision of benefits, and, further, do not significantly change the scope of either party’s obligations or responsibilities, subject to review and approval by County Counsel; and
- d. Authorize the Hospital Chief Executive Officer to execute agreements for contract employment with Unit U physicians and emergency temporary physicians, by use of the Board-approved standard employment agreement formats, as revised, so long as the salary is within the approved salary range for the position, and costs of salary and benefits as applicable are within Natividad’s approved fiscal year budget.

Adopted Resolution No.: 21-419

- 26.**
 - a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the Perinatal/Neonatal Affiliation Agreement with The Regents of the University of California on behalf of UCSF Medical Center and UCSF Benioff Children’s Hospital San Francisco and its Center for Mothers and Newborns to add Pediatric Education services, with no change to the agreement term of July 1, 2020 through June 30, 2028, and adding \$38,313 for a revised total agreement amount not to exceed \$185,037.
 - b. Authorize the Interim 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%) (\$14,672) of the original cost of the agreement.

Approved - Agreement No.: A-15615; Amendment No. 1

27. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a no-cost agreement with Medtronic USA, Inc. for remote monitoring of cardiac devices with an agreement term of December 1, 2021 through November 30, 2024.
- b. Approve the Interim Chief Executive Officer's recommendation to accept non-standard indemnification, limitations on liability, and limitations on damages provisions within the agreement.

Approved - Agreement No.: A-15616

28. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreements with Tegria Services Group dba Navin Haffty & Associates and Leidos Health LLC dba Ettain Group for information technology (IT) consulting services pursuant to Request for Proposal (RFP) #9600-67 to extend the term for an additional two (2) year period (January 11, 2022 through January 10, 2024) for a revised term January 11, 2017 through January 10, 2024 and authorize an aggregate increase of \$2,650,000 for a total amount not to exceed \$17,806,000.

Approved - Agreement No.: A-13411; Amendment No. 5

29. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-15116) with RQI (Resuscitation Quality Improvement) Partners, LLC for the Neonatal Resuscitation Program learning tool, extending the agreement an additional nine (9) month period (April 1, 2024 through December 31, 2024) for a revised full agreement term of April 1, 2021 through December 31, 2024, and adding \$14,074 for a revised total agreement amount not to exceed \$102,282.
- b. Authorize the Interim 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%) (\$8,820) of the original cost of the agreement.

Approved - Agreement No.: A-15116; Amendment No. 1

30. a. Ratify execution by the Interim Chief Executive Officer for Natividad or his designee of the Third Amendment to 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 child abuse specialist services, extending the term by twelve months (October 1, 2021 to September 30, 2022) for a revised full agreement term of August 1, 2018 to September 30, 2022, and adding \$53,916, for a revised total not to exceed amount of \$150,344.61 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 exceed 10% (\$4,628) of the original contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15617 ; Amendment No. 3

31. a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14108) with Pamela K. Ishimoto for Consulting with Trauma Department on the National Trauma Data Bank and Trauma Quality Improvement at NMC, adding \$247,500 for a revised total agreement amount not to exceed \$922,500, with no change to the term of agreement October 16, 2017 through October 15, 2022.
- b. Authorize the Interim 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%) (\$10,000) of the original cost of the agreement.

Approved - Agreement No.: A-14108; Amendment No. 2

32. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-13375) with Cross-Cultural Communications, LLC for licensure of proprietary teaching and textbook materials for use in the training of NMC interpreters, extending the agreement an additional one (1) year period (December 15, 2021 through December 14, 2022) for a revised full agreement term of December 15, 2016 through December 14, 2022, and adding \$6,000 for a revised total agreement amount not to exceed \$36,000.

Approved - Agreement No.: A-13375; Amendment No. 1

33. a. Ratify execution by the Chief Executive Officer for Natividad Medical Center (NMC) of a Hospital Participation Agreement ("Agreement") with American College of Surgeons (ACS) for participation in the National Surgical Quality Improvement Program ("ACS NSQIP"), for the term of October 1, 2020 through September 30, 2021, and for a total agreement amount of \$10,000;
- b. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 1 to the Agreement, extending the agreement an additional one (1) year period (retroactive from October 1, 2021 through September 30, 2022) for a revised full agreement term of October 1, 2020 through September 30, 2022, and adding \$12,500 for a revised total agreement amount not to exceed \$22,500;
- c. Approve the NMC Interim Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, no warranty, limitations on liability, and governing laws within the agreement.

Approved - Agreement No.: Agreement No.: A-15618; Amendment No.:1

34. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement with OLM Recycling Services for e-waste and miscellaneous waste removal services, extending the agreement an additional two (2) year period (November 15, 2021 through November 14, 2023) for a revised full agreement term of November 15, 2019 through November 14, 2023 and adding \$20,000 for a revised total agreement amount not to exceed \$120,000.

Approved - Agreement No.: A-15619; Amendment No.: 2

35. a. Authorize the Interim Chief Executive Officer ("CEO") for Natividad Medical Center (NMC) or his designee to execute an education agreement with Vanderbilt University for school's students to obtain clinical experience required by the school's program, with a three (3) year agreement term effective

when signed by both parties;

- b. Approve the Interim CEO for NMC's recommendation to accept non-standard risk provisions (insurance and indemnification); and
- c. Authorize the Interim Chief Executive Officer for NMC or his designee to execute up to two (2) future amendments to the agreement which do not significantly alter the scope of work.

Approved - Agreement No.: A-15620

- 36.** Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-14202) with Universal Protection Service, LP d/b/a Allied Universal Security Services for shuttle services, extending the agreement an additional one (1) year period (January 9, 2022 through January 8, 2023) for a revised full agreement term of January 9, 2018 through January 8, 2023, and adding \$146,000 for a revised total agreement amount not to exceed \$603,048.

Approved - Agreement No.: A-14202; Amendment No. 3

- 37.** a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Renewal & Amendment No. 1 with Jane Finney, CLS, MBA, CPHQ, CPPS for on-site and off-site professional consulting services regarding the Quality Incentive Pool (QIP) program, extending the agreement an additional one (1) year period (November 9, 2021 through November 8, 2022) for a revised full agreement term of November 9, 2020 through November 8, 2022, and adding \$25,000 for a revised total agreement amount not to exceed \$175,000.

Agreement No.: A-15621; Amendment No.: 1

- 38.** a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, with no changes to the Agreement term (August 22, 2016 through August 21, 2022), and adding \$300,000 for a revised total agreement amount not to exceed \$2,577,000.

Approved - Agreement No.: A-13517; Amendment No. 4

- 39.** Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 8 to the agreement (A-13506) with Focus One Solutions, LLC for recruitment of contracted (traveler) nurses pursuant to the Request for Proposal (RFP) # 9600-62, adding \$10,000,000 for a revised total agreement amount not to exceed \$55,563,000, with no changes to the current agreement term of April 19, 2020 through April 18, 2022.

Approved - Agreement No.: A-13506; Amendment No. 8

- 40.** Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-14083) with Health Management Associates, Inc. for consulting services associated with patient alignment, county ambulatory clinics and health plan member access for Natividad, extending the agreement an additional one (1) year period (January 2, 2022 through January 1, 2023) for a revised full agreement term of January 2, 2017 through January 1,

2023, with no increase to the total agreement amount of \$380,000.

Approved - Agreement No.: A-14083; Amendment No. 6

- 41.** Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-12677) with Databank IMX for OnBase software maintenance, 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, 2015 through December 31, 2022, and adding \$46,535 for a revised total agreement amount not to exceed \$547,484.

Approved - Agreement No.: A-12677; Amendment No. 6

- 42.** a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 4 to the agreement (A-14062) with Modular Devices, Inc. for the continued lease of a mobile angiography/intervention radiology lab (IR) unit at NMC, extending the agreement an additional three (3) month period (November 1, 2021 through January 31, 2022) for a revised full agreement term of August 1, 2018 through January 31, 2022, and adding \$157,500 for a revised total agreement amount not to exceed \$4,419,500.

Approved - Agreement No.: A-14062; Amendment No. 4

- 43.** Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a renewal and amendment No. 3 to the Addendum (A-14441) with The Gordian Group to the Sourcewell (formerly NJPA) Contract 071415 for administrative services of the Job Order Contracting (JOC) program, with no change to the agreement term of September 15, 2015 through September 15, 2021 and adding \$70,000 for a revised total spending limit not to exceed \$595,000, to cover unpaid invoices through expiration date.

Approved - Agreement No.: A-14441; Amendment No. 3

- 44.** a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with KARL STORZ Endoscopy-America, Inc. for equipment repair and exchange services at NMC for an amount not to exceed \$452,136 with an agreement term January 15, 2022 through January 14, 2025.
- b. Approve the NMC Interim Chief Executive Officer's recommendation to accept non-standard indemnification, insurance (commercial general liability, claims based), and limitations on liability, provisions within the agreement.
- c. Authorize the Interim 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%) (\$45,213) of the original cost of the agreement.

Approved - Agreement No.: A-15622

- 45.** a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14393) with Total Renal Care, Inc. for acute dialysis services, with no change to the agreement term July 1, 2019 through June 30, 2023 and adding \$2,426,223 for a revised total agreement amount not to exceed \$4,775,957.

b. Authorize the Interim 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%) \$134,973 of the original cost of the agreement.

Approved - Agreement No.: A-14393; Amendment No. 2

- 46.** a. Ratify execution by the Interim Chief Executive Officer (“CEO”) for Natividad Medical Center (“Natividad”) of two Letters of Interest, both dated December 1, 2020, to the California Department of Health Care Services (“State DHCS”), confirming the interest of the County of Monterey d/b/a NMC (“County”) in working with State DHCS to participate in the Voluntary Rate Range Program for the period of January 1, 2021, to December 31, 2021, including providing a Medi-Cal managed care rate range Intergovernmental Transfer of Public Funds (“IGT”) to fund the nonfederal share of Medi-Cal managed care actuarially sound capitation rate payments;
- b. Authorize the Interim CEO for Natividad or his designee to execute the implementing IGT Agreement between the County and the State DHCS to fund the nonfederal share of Medi-Cal managed care actuarially sound capitation rate payments for healthcare services rendered in the period of January 1, 2021, to December 31, 2021, plus a 20 % assessment fee applicable to non-exempt funds, pursuant to Sections 14164 and 14301.4 of the Welfare & Institutions Code, in substantially the same form as that which has been presented to the Board without significant change to its content;
- c. Authorize the Interim CEO for Natividad or his designee to execute amendments to the Health Plan-Provider Agreement with the Monterey-Santa Cruz-Merced Managed Medical Care Commission d/b/a Central California Alliance for Health (“CCAH”) to provide for Medi-Cal managed care rate payment increases to NMC for healthcare services rendered in the period of January 1, 2021, to December 31, 2021, at no less than 76.77% of the available rate increases specific to Medi-Cal Plan enrollees in Monterey County, less an amount retained by CCAH for its administrative costs; and
- d. Authorize the Interim CEO for Natividad or his designee to execute the Health Plan-Provider Agreement with the Fresno-Kings-Madera Regional Health Authority d/b/a CalViva Health (“CalViva”), to provide for Medi-Cal managed care rate payment increases to NMC for healthcare services rendered to CalViva’s Medi-Cal managed care enrollees in the period of January 1, 2021, to December 31, 2021, at no less than the total rate increases specific to Medi-Cal Plan enrollees made available as a result of County’s IGTs, less an amount retained by CalViva for its administrative costs.

Approved - Agreement No.: A-15623

- 47.** Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Natividad Medical Foundation (A-14574) for NMC’s specially requested services and for NMF’s philanthropic services, extending the agreement term an additional two (2) year period (January 1, 2022 through December 31, 2023) for a revised full agreement term January 1, 2020 through December 31, 2023, and adding \$1,616,648 for a revised total agreement amount of \$3,306,888.

Approved - Agreement No.: A-14574; Amendment No. 1

- 48.** a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the

Professional and Call Coverage Services Agreement with Gregory E. Le Bleu M.D. to provide physical medicine and rehabilitation services, for an amount not to exceed \$450,000 for the period January 1, 2022 to December 31, 2022.

b. Authorize the Interim Chief Executive Officer for Natividad to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$45,000) of the original contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15624

- 49.** a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional Services Agreement with Mario Cole, M.D. to provide pulmonary critical care services, extending the term by twenty-four months (January 1, 2022 to December 31, 2023) for a revised full agreement term of January 1, 2020 to December 31, 2023, and adding \$100,000 for a revised total not to exceed amount of \$200,000 in the aggregate; and
- b. Authorize the Interim Chief Executive Officer or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15625; Amendment No.: 1

- 50.** a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional Services Agreement (A-14537) with Marta Zulik, M.D. to provide pulmonary critical care services, extending the term by twenty-four months (January 1, 2022 to December 31, 2023) for a revised full agreement term of November 1, 2019 to December 31, 2023, but not adding funds to the aggregate not to exceed amount; and
- b. Authorize the Interim Chief Executive Officer or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$40,000) of the original contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-14537; Amendment No. 1

- 51.** a. Authorize the Interim Chief Executive Officer for Natividad Medical Center or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-15010) with Ventana Faculty Medical Associates to provide family medicine and physician assistant services, extending the term by twelve months (January 1, 2022 to December 31, 2022) for a revised full agreement term of November 1, 2020 to December 31, 2022, and adding \$200,000 for a revised not to exceed amount of \$700,000 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 exceed 10% (\$50,000) of the original contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15010; Amendment No. 1

- 52.** a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the Second

Amendment to the Professional Services Agreement (A-14569) with Victoria Chew, M.D. to provide family medicine services, extending the term by twenty-four months (January 1, 2022 to December 31, 2023) for a revised full agreement term of November 1, 2018 to December 31, 2023, and adding \$100,000 for a revised total not to exceed amount of \$400,000 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 exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-14569; Amendment No. 2

- 53.** a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the Professional and Call Coverage Services Agreement with Caroline Butler MD to provide general and critical care surgical services at Natividad for an amount not to exceed \$400,000 for the period January 1, 2022 to December 31, 2022; and
- b. Authorize the Interim 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% (\$40,000) of the original contract amount.

Approved - Agreement No.: A-15626

- 54.** Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement with Renovo Solutions LLC (A-14229) per Request for Proposals (RFP) 9600-70 for preventative maintenance plus repairs on biomedical equipment, increasing the total agreement amount by an additional \$921,000 for a revised total agreement amount not to exceed \$3,273,284 with no change to the agreement term of March 1, 2019 through February 28, 2022.

Approved - Agreement No.: A-14229; Amendment No. 2

- 55.** Public hearing to consider:
- a. Approving a Historic Property Contract (Mills Act Contract) with property owner Jason Peltier, for the property located at 2852 Forest Lodge Road, Pebble Beach, CA; and
- b. Authorizing the Chair of the Board of Supervisors to execute the Contract.
- [PLN200177 - Jason Peltier 2852 Forest Lodge Road, Pebble Beach, CA (APN: 007-192-009-000)]

Removed from agenda via additions and corrections

Health Department

- 56.** a. Approve revisions to the standard Employment Agreement for Health Department Unit U physician employees as indicated in Attachment A - Summary of Revisions to Standard Employment Agreement (Health Department Physician) for Health Department Unit U physicians; and
- b. Approve the benefits set forth herein for employed physicians in Unit U at the Health Department; and

- c. Approve the terms and format of the attached “Employment Agreement (Health Department Physician)” as the standard agreement to be used for Health Department Unit U physicians; and
- d. Authorize updates to the agreement template in accordance with local, federal, and/or state law, subject to review and approval by County Counsel; and
- e. Authorize amendments to the agreement template that do not change salary ranges or provision of benefits, and, further, do not significantly change the scope of either party’s obligations or responsibilities, subject to review and approval by County Counsel; and
- f. Authorize the Director of Health, or Assistant Director of Health to execute agreements for contract employment with Unit U physicians, by use of the Board-approved standard employment agreement format, including the benefits set forth herein as applicable, so long as the salary is within the approved salary range for the position, and costs of salary and benefits as applicable are within Health Department’s approved fiscal year budget, to be used with all new and renewed employment agreements beginning January 1, 2022; and
- g. Direct the Human Resources Department to implement applicable changes in the Advantage system.

Adopted Resolution No. 21-420

- 57.** Adopt a Resolution to:
- a. Amend the Fiscal Year (FY) 2021-22 Health Department Adopted Budget 001-4000-8438-HEA014 to add 1.0 FTE Business Technology Analyst II (BTA II), 1.0 FTE Business Technology Analyst IV (BTA IV), and 1.0 FTE Supervising Departmental Information Systems Coordinator (Supervising DISC), resulting in estimated increased costs of \$166,374 for FY 2021-22 and \$511,599 for FY 2022-23, financed by a corresponding increase in revenue; and
 - b. Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2021-22 Health Department Adopted Budget 001-4000-8438-HEA014.

Adopted Resolution No. 21-414

- 58.** Adopt a Resolution to:
- a. Amend the Monterey County Health Department’s Behavioral Health Bureau FY 2021-22 Adopted Budget (4000-HEA012-8410) to add one (1.0) FTE Social Worker III position and to add one (1.0) FTE Senior Psychiatric Social Worker position; and
 - b. Authorize the Auditor-Controller, Human Resources Department, and the County Administrative Office to incorporate these position changes in the Monterey County Health Department’s Behavioral Health Bureau FY 2021-22 Adopted Budget (4000-HEA012-8410).

Adopted Resolution No. 21-415

- 59.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 5 to Mental Health Services Agreement A-12775 with Felton Institute for the provision of prevention and recovery in early psychosis services, retroactively to July 1, 2021, to reduce FY 2020-21 amount by \$18,132, extend the term for one (1) additional FY, and add \$651,740 for FY 2021-22, for a revised total agreement amount of \$3,918,608 for the new term of July 1, 2015 through June 30, 2022; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to one (1) future amendment that does not exceed ten percent (10%) (\$391,861) of the revised Agreement

amount and does not significantly alter the scope of services.

Approved - Agreement No.: A-12775; Amendment No. 5

- 60.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Central California Alliance For Health Allied Health Care Management Services Agreement with the Santa Cruz-Monterey-Merced Managed Medical Care Commission, dba Central California Alliance for Health (CCAH), for participation in CCAH's network of contracting providers by providing Enhanced Care Management Services to CCAH members, for a term commencing on the first of the month following the date that CCAH completes credentialing of Provider and expiring on December 31 of the same year of the Commencement Date, subject to one-year automatic renewals, in substantially the same form as that which has been presented to the Board without significant change to its content; 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 terms of the Agreement.

Approved - Agreement No.: A-15612

- 61.** a. Approve and authorize the Health Officer for the Monterey County Health Department (MCHD) to sign a Data Use Agreement and a Limited Data Request Form, with the Office of Statewide Health Planning and Development (OSHDP), to provide Data Sets from 2019 and 2020, to collect information for surveillance of preventable conditions, injury surveillance, the production of community assessments and health briefs; and
- b. Approve non-standard risk provision in Agreement as recommended by Director of Health; and
- c. Authorize the Health Officer for the Monterey County Health Department to sign future Data Use Agreements with OSHDP, subject to County Counsel approval, and related Limited Data Request Forms.

Approved - Agreement No.: A-15627

- 62.** a. Approve a request to use unexpended Fiscal Year (FY) 2020-21 American Rescue Plan Act (ARPA) funds allocated to the Health Department in the amount of \$879,250 to enhance Crime Prevention Through Environmental Design (CPTED) efforts in Salinas and Greenfield from March 1, 2022 through December 31, 2024; and
- b. Approve the request for the implementation of CPTED in two additional Salinas schools and one location in Greenfield such as Greenfield High School, along with the surrounding neighborhoods.

Continued to January 2022 date to be determined

- 63.** a. Approve and Authorize the Director of Health to execute a new Agreement between the County of Monterey and the City of Salinas for Animal Control Services Administration, which continues existing shared staffing and services through December 2022, wherein the City will pay the County a total amount not to exceed \$665,000 for the term of the one-year Agreement to provide consolidated services in the County facility; and
- b. Approve and authorize the Director of Health to execute up to three one-year extensions of the Agreement, if needed, subject to County Counsel review, provided there is no significant change in the Agreement terms and provided any increase in cost is limited to no more than ten percent of the yearly

amount contributed by the City (\$65,000 maximum increase per extension).

Approved - Agreement No.: A-15628

64. a. Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Agency Director to execute Amendment No. 2 to the Agreement with ESO Solutions, Inc. for the provision of a countywide Unified Electronic Patient Care Reporting (ePCR) Solution to extend the Agreement term to March 30, 2024 and to increase the total Agreement amount for an amount not to exceed \$703,146.

Approved - Agreement No.: A-13507; Amendment No. 2

Department of Social Services

65. a. Approve and authorize the Director of the Department of Social Services to sign County Purchase MT-02-2021 with the California Statewide Automated Welfare Systems (CalSAWS) Project in the amount of \$289,104 to expand the Monterey County's Customer Service Center (CSC) by procuring 69 additional CSC worker licenses for one year; and
b. Authorize the Director of the Department of Social Services to sign up to one (1) amendment to the County Purchase, where the total amendment does not exceed 10% of the original amount (\$28,910) and does not significantly change the terms of the County Purchase.

Approved - Agreement No.: A-15629

66. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with YWCA Monterey County for domestic violence intervention and prevention services in the amount of \$130,000 for the period of January 1, 2022 to December 31, 2023; 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% (\$13,000) of the contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15630

67. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Food Bank Monterey County for food distribution in the amount of \$160,000 for the period of January 1, 2022 to December 31, 2023; 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% (\$16,000) of the contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15631

68. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with United Way Monterey County for financial literacy workshops and income tax preparation assistance in the amount of \$120,000 for the period of January 1, 2022 to December 31, 2023; 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% (\$12,000) of the contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15632

69. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #2 to the agreement with Monterey Bay Central Labor Council to provide Medi-Cal enrollment assistance to county jail inmates adding \$50,000 for a new contract total of \$203,750; 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% (\$20,375) of the contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15367; Amendment No. 2

70. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to the agreement with SkillSurvey, Inc., for employment reference checks extending the term to December 31, 2024 and adding \$48,658 for a total contract amount of \$90,969; 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 exceed 10% (\$9,096) and do not significantly change the scope of work.

Approved - Agreement No.: A-14213; Amendment No.: 1

71. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #3 to the agreement with Coalition of Homeless Service Providers for homeless services coordination to extend the term through June 30, 2022 and add \$354,160 for a new contract total of \$1,358,513.29; 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% (\$135,851) and do not significantly change the scope of services.

Approved - Agreement No.: A-14947; Amendment No. 3

72. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #2 to the agreement with Franciscan Workers of Junipero Serra for operation of the Chinatown Health Services Center and Dorothy's Drop-In Center to extend the term through June 30, 2022 and add \$342,952 for a contract total of \$1,175,452; 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% (\$117,545) of the contract amount and do not significantly change the scope of services.

Approved - Agreement No.: A-15316; Amendment No. 2

73. a. Approve and authorize the Director of the Department of Social Services to sign Amendment #1 to Agreement #5010-174 with Meals on Wheels of the Salinas Valley to provide home delivered meals to seniors in the Salinas, North County and South County areas adding \$92,519 for a new contract total of \$517,836; 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% (\$51,783) of the original contract amount and do not significantly change the scope of work.

Approved - Agreement No.:A-15633; Amendment No. 1

- 74.** a. Adopt a resolution to approve an increase in appropriations and revenues of \$20,650,000 for the Social Services Community Programs Budget Unit 001-5010-SOC004-8258 FY 2021-22 Adopted Budget to provide emergency rental & utility assistance to residents in Monterey County (4/5ths vote required); and
- b. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and revenues by \$20,650,000 in Social Services Community Program Budget Unit 001-5010-SOC004-8258 (4/5ths vote required).

Adopted Resolution No. 21-421

- 75.** a. Adopt a resolution to increase appropriations of \$300,000 for Social Services Community Programs 001-5010-SOC004-8258 FY 2021-22 Adopted Budget to resolve parking issues at the Marina Coastal Office, financed by a corresponding release of \$300,000 from the Cannabis Tax Assignment, BSA 001-3132 (4/5ths vote required); and
- b. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations of \$300,000 for Social Services Community Programs 001-5010-SOC004-8258 FY 2021-22 Adopted Budget to resolve parking issues at the Marina Coastal Office, financed by a corresponding release of \$300,000 from the Cannabis Tax Assignment, BSA 001-3132 (4/5ths vote required).

Adopted Resolution No. 21-422

- 76.** a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Community Human Services for emergency shelter, counseling and domestic violence services in the amount of \$140,000 for the period of January 1, 2022 to December 31, 2023; 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% (\$14,000) of the contract amount and do not significantly change the scope of work.

Approved - Agreement No.: A-15634

Criminal Justice

- 77.** a. Support amending the Office of Public Defender Fiscal Year 2021-22 Adopted Budget (001-2270-PUB001-8169) to reallocate one (1) Deputy Public Defender IV (39P31) to one (1) Assistant Public Defender (12C11) as indicated in Attachment A.
- b. Support authorizing the Auditor-Controller and County Administrative Office to incorporate the position change in the FY 2021-22 Adopted Budget; and
- c. Support directing the Human Resources Department to implement the changes in the Advantage HRM system.

Approved**General Government**

- 78.** Adopt a Resolution to:
- a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Food Service Worker I-II, Library Page, Park Services Aide I-III, Mailroom Clerk and Senior Mailroom Clerk, Range Aide and Student Intern classifications to comply with California Senate Bill No. 3, increasing the minimum wage to \$15.00/hour at first step and to maintain the spreads within the series where applicable, effective January 1, 2022 as indicated in Attachment A;
 - b. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Child Support Assistant I-II and Community Service Aide I-IV classifications effective January 1, 2022 as indicated in Attachment A;
 - c. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

Adopted Resolution No. 21-423

- 79.**
- a. Authorize and direct the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute a non-standard Agreement with Democracy Live, Inc. to provide software for accessible electronic voter guide and ballot delivery, maintenance, hosting and support in an amount not to exceed \$30,000; and
 - b. Approve the non-standard terms and conditions contained in the vendor's contract pursuant to the recommendation of the Registrar of Voters; and
 - c. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to execute one future extension for no more than one (1) successive term of one (1) year which does not significantly impact the scope of work or exceed \$10,000 per year.

Approved - Agreement No.: A-15635

- 80.** Adopt a Resolution to:
- a. Approve the P-110 Compensation Philosophy Policy, which supersedes the Composition and Utilization of Agencies for Compensation Comparison Memorandum;
 - b. Direct the Human Resources Department to take the necessary actions to implement the policy.

Adopted Resolution No. 21-424

- 81.**
- a. Approve and Authorize the County Clerk/Recorder (CCR) to enter into an Agreement including non-standard provisions as to indemnification, alternative dispute resolution, insurance provisions, and limitations on liability, with Tyler Technologies, Inc. (Tyler) for integrated computer software and the migration of the County Clerk/Recorder's data over to the Tyler Technologies Eagle Recorder Hosted Environment for the period of December 15, 2021 through December 31, 2022 in an amount not to exceed \$166,211; and
 - b. Authorize the County Clerk/Recorder to execute up to four (4) future annual amendments to

the Agreement that do not significantly alter the scope of work and do not cause a total increase of more than 10% of the original Agreement cost for each additional one year period, subject to review and approval by the Office of the County Counsel as to form.

Approved - Agreement No.: A-15637

- 82.** Receive the action minutes from the Legislative Committee meetings on June 21, September 13, and October 11, 2021.

Received

- 83.** a. Authorize the Director of Information Technology, or designee, to execute Amendment No. 2 to the non-standard Master Subscription Agreement with Zoom Video Communications, Inc. by increasing the agreement amount by \$682,800, for a revised agreement total of \$850,000 through June 30, 2024, for video and audio enterprise communication and support services; and
- b. Authorize the Director of Information Technology to sign Order Forms as necessary through the term of the agreement through June 30, 2024, to enable continuity in services, subject to County Counsel review and so long as the Order Forms do not significantly alter the terms of the Master Subscription Agreement; and
- c. Authorize the Director of Information Technology the option to extend the agreement up to two (2) additional one (1) year periods through June 30, 2026, and sign associated Order Forms provided that additional total costs do not exceed ten percent (10%) of the original cost (\$85,000 additional cost, or \$935,000 total cost) so long as the Order Forms do not significantly alter the terms of the Master Subscription Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

Approved - Agreement No.: A-14419; Amendment No. 2

- 84.** a. Authorize the Director of the Information Technology Department to execute Amendment No. 1 with AVI-SPL LLC for video conferencing and broadcast system services, retroactive to July 1, 2020; and to increase the Agreement by \$111,000 for a total Agreement amount not to exceed \$200,000; 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.

Approved - Agreement No.: A-15637; Amendment No. 1

- 85.** Adopt a resolution to authorize creation and implementation of the Growing Equity Together Program.

Adopted Resolution No. 21-416

- 86.** a. Approve the creation of the Monterey County Defined Contribution 401(a) Plan Administrative Committee; and,
- b. Approve and adopt the proposed bylaws of the Monterey County Defined Contribution 401(a) Plan Administrative Committee; and,
- c. Approve and authorize the Monterey County Defined Contribution 401(a) Plan Administrative

Committee, acting as the Plan Sponsor or designee, to execute a non-standard agreement with Nationwide Retirement Solutions, Inc. for the provision of non-discretionary recordkeeping and administrative services for a Section 401(a) Plan for the term January 1, 2022 through March 31, 2024, including the option to extend the agreement for up to two (2) additional one (1) year periods, at the annualized compensation rate of 0.025% (2.5 basis points) of the Plan's account value held by Nationwide, and 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%); and,

d. Approve and authorize the Monterey County Defined Contribution 401(a) Plan Administrative Committee, acting as the Plan Sponsor or designee, to execute any initial and future documents required to establish and maintain the Monterey County Defined Contribution 401(a) Plan; and,

e. Authorize and direct the Auditor-Controller's Office to implement the Monterey County Defined Contribution 401(a) Plan contributions.

Adopt - Resolution No.: 21-417; Approved - Agreement No.: A-15613

Housing and Community Development

87. a. Authorize and direct the Auditor-Controller to increase appropriations for Fiscal Year 2021-22 in the Housing and Community Development budget, Fund 001, Appropriation Unit HCD002, Unit 8543 for the work remaining on the Salinas Valley Groundwater Basin Investigation in the amount of \$287,434, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required); and
- b. Approve Amendment No. 2 to the Standard Agreement No. A-14638 with Errol L. Montgomery & Associates, Inc. to continue to provide professional hydrogeologic services for completing the Salinas Valley Groundwater Basin Investigation, to increase the Agreement not to exceed amount of \$233,260 by \$121,702, for a total not to exceed amount of \$354,962, to revise the Scope of Work, and to extend the term for six additional months for a revised term of April 1, 2020 to December 31, 2022; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor, to execute Amendment No. 2 to Standard Agreement No. A-14638 and 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%) (\$23,326) of the original cost of the Agreement not to exceed amount.

Adopted - Resolution No.: 21-428; Approved - Agreement No.: A-14638; Amendment No. 2

88. REF210007/WATER AND ENERGY EFFICIENCY IN LANDSCAPING ORDINANCE
- a. Adopt 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. Approve and authorize the Director of HCD to execute a letter to the California Department of Water Resources recommending revisions to the state's Model Water Efficient Landscape Ordinance.

Location: Countywide

Proposed CEQA Action: Categorical exemption pursuant to Section 15307 and 15308 of the CEQA Guidelines.

Adopted Ordinance No. 5367**Public Works, Facilities and Parks**

- 89.** Approve and authorize the Public Works, Facilities, & Parks Director to execute Amendment No. 1 to Agreement No. A-14218 with All Fields Sports, LLC for Specialized Marketing and Management Services to extend the term of the Agreement through December 31, 2022.

Approved - Agreement No.: A-14218; Amendment No. 1

- 90.** a. Approve Professional Service Agreements with the following eight (8) contractors: Dokken Engineering, Inc., GHD, Inc., Harris & Associates, Inc., Kimley-Horn and Associates, Inc., MNS Engineers, Inc., Quincy Engineering, Inc., TRC Engineers, Inc., and Wood Rodgers, Inc., to provide on-call Civil Engineering services for transportation projects located in Monterey County pursuant to Request for Qualifications (RFQ) #10806, amounts not to exceed \$1,000,000 each, for a combined total of \$8,000,000, for a term of three (3) years beginning December 7, 2021 to December 6, 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.: A-15638

Agreement No.: A-15639

Agreement No.: A-15640

Agreement No.: A-15641

Agreement No.: A-15642

Agreement No.: A-15643

Agreement No.: A-15644

Agreement No.: A-15645

- 91.** Approve and authorize the Monterey County Laguna Seca Representative to:
- a. Execute a three-year Sponsorship Agreement, with an additional three-year renewal option, effective January 1, 2022, between Motul USA and the County of Monterey for the IMSA Monterey Sports Car Championship, as an official Motor Oil Sponsor, Heritage Display Sponsor at the Rolex Monterey Motorsports Reunion, and year-round Paddock Classroom Title Sponsor for WeatherTech® Raceway Laguna Seca in the amount of \$300,000 for the year 2022; \$412,000 in 2023; and \$425,000 in 2024; and
- b. Negotiate and execute one (1) future amendment to this Agreement for the renewal term of 2025-2027.

Agreement No.: A-15646

- 92.** Approve and authorize the Monterey County Laguna Seca Representative to:
- a. Execute a three-year Sponsorship Agreement, with an additional right of first refusal option year, effective January 1, 2022, between Bridgestone Americas Tire Operations, LLC, and the County of Monterey, for Title and Tire sponsorship of the INDYCAR Monterey Grand Prix at WeatherTech® Raceway Laguna Seca in the amount of \$325,000 annually.
 - b. Execute a one- (1-) year extension option to the Agreement, up to \$325,000 in gross revenue with the same rate and term ending December 31, 2025.

Agreement No.: A-15647

Monterey County

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



Meeting Minutes - Draft

Wednesday, December 8, 2021

10:00 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

10:30 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 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

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

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 Luis A. Alejo, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolutions 1 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

1. Adopt resolution honoring Juvenile Institutions Supervisor David Seva'aetasi upon his retirement from the Monterey County Probation Department after more than 26 years of dedicated County service (Supervisor Askew)

Adopted Resolution No. 21-408

2. Adopt a resolution commending Cheryl D. Collins Departmental Human Resources Manager, Social Services upon her retirement from 32 years of dedicated public service in Monterey County (Supervisor Askew)

Adopted Resolution No. 21-407

3. Adopt a resolution commending Maria Papurello, Administrative Services Officer, Office of the

Auditor-Controller, for her dedicated service of 14 years to the County of Monterey. (Supervisor Phillips)

Adopted Resolution No. 21-409

General Public Comments

4. General Public Comments

Open for general public comments for items not on today's agenda; no comments made.

10:30 A.M. - Scheduled Matters

- 5.**
- a. Receive a draft business plan and proforma that supports two projects under consideration for funding from A&D Consulting, LLC for Laguna Seca Recreational Area (LSRA);
 - b. Approve funding the 1) Start/Finish Bridge; and 2) Track resurfacing in the FY 2021-22, 5-year Capital Improvement Program (CIP) and Public Works, Facilities, and Parks (PWFP)-Facilities Work Program, for FY 2021-22; and
 - c. Provide direction to staff.

John Nirigi, General Manager of WeatherTech Raceway Laguna Seca, in person, presented.

Open for public comments; Bill Lipe, via Zoom, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to with Supervisor Wendy Root Askew voting no to:

- a. Receive a draft business plan and proforma that supports two projects under consideration for funding from A&D Consulting, LLC for Laguna Seca Recreational Area (LSRA);
- b. Approve funding the 1) Start/Finish Bridge; and 2) Track resurfacing in the FY 2021-22, 5-year Capital Improvement Program (CIP) and Public Works, Facilities, and Parks (PWFP)-Facilities Work Program, for FY 2021-22; with funding from TOT, Cannabis or surplus funds; and
- c. Directed staff to return in January 2022 with specific budget action on funding sources.

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

12:00 P.M. - Recessed to Lunch

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

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

1:30 P.M. - Scheduled Matters

6. Adopt a Resolution to:
- a. Accept the Budget End-of-Year Report for FY 2020-21 from the County Administrative Office.
 - b. Authorize the County Administrative Office to make the following fund balance designations in FY 2021-22 and authorize and direct the Auditor-Controller to make the fund balance changes in Advantage:
 1. Authorize the creation of a new section 115 pension trust assignment and authorize assigning \$30,641,609 financed by unassigned fund balance.
 2. Designate \$9,527,138 to the Compensated Absences Assignment (BSA 3115) to continue to keep reserves for employee vacation accruals financed by unassigned fund balance.
 3. Designate \$3,100,000 in a new sub-account in the General Capital Assignment (BSA 3065) for the future replacement of the Sheriff radios financed by unassigned fund balance.
 4. Designate \$526,700 in a sub-account in the General Capital Assignment (BSA 3065) for the capital equipment for the Elections Department financed by unassigned fund balance.
 5. Release \$550,000 from the Information Technology Charges Mitigation Assignment (BSA 3124) and assign \$550,000 to the new sub-account within the General Capital Assignment (BSA 3065) for capital equipment for the Elections Department.
 - c. Authorize a \$3,524,746 Natividad contribution to the pension trust (Fund 030) towards its share of the CalPERS miscellaneous plan's pension liability by:
 1. Authorize and direct the Auditor-Controller to increase appropriations in the Natividad FY 2021-22 adopted budget (451-NMC001-8142) by \$3,524,746 financed by unassigned fund balance, 4/5th vote required; and
 2. Transfer \$3,524,746 from the Natividad enterprise fund (451-NMC001-8142) to the Pension Liability Fund (030-CAO049-8570) 4/5th vote required.

Dewayne Woods, Assistant County Administrative Officer and Ezequiel Vega, Director of the Budget Analysis Office, both via Zoo, presented via PowerPoint presentation.

Open for public comments; Bill Lipe commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew as amended, to:

Adopt Resolution No. 21-430 to:

- a. Accept the Budget End-of-Year Report for FY 2020-21 from the County Administrative Office.
- b. Authorize the County Administrative Office to make the following fund balance designations in FY 2021-22 and authorize and direct the Auditor-Controller to make the fund balance changes in

Advantage:

1. Authorize the creation of a new section 115 pension trust assignment and authorize assigning \$30,641,609 financed by unassigned fund balance.
2. Designate \$9,527,138 to the Compensated Absences Assignment (BSA 3115) to continue to keep reserves for employee vacation accruals financed by unassigned fund balance.
3. Designate \$526,700 in a sub-account in the General Capital Assignment (BSA 3065) for the capital equipment for the Elections Department financed by unassigned fund balance.
4. Release \$550,000 from the Information Technology Charges Mitigation Assignment (BSA 3124) and assign \$550,000 to the new sub-account within the General Capital Assignment (BSA 3065) for capital equipment for the Elections Department.

Motion carried 3 to 2

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

A separate vote was taken on Item No. c. 1. and 2.:

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:
c. Authorize a \$3,524,746 Natividad contribution to the pension trust (Fund 030) towards its share of the CalPERS miscellaneous plan's pension liability by:

1. Authorize and direct the Auditor-Controller to increase appropriations in the Natividad FY 2021-22 adopted budget (451-NMC001-8142) by \$3,524,746 financed by unassigned fund balance, 4/5th vote required; and
2. Transfer \$3,524,746 from the Natividad enterprise fund (451-NMC001-8142) to the Pension Liability Fund (030-CAO049-8570) 4/5th vote required.

Motion carried 4 to 1

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE
Supervisor Phillips: AYE
Supervisor Lopez: NAY
Supervisor Adams: AYE
Chair Supervisor Root Askew: AYE

7. Consider a comprehensive analysis in response to revised **Board Referral 2016.02**, regarding enforcement of existing County regulations relating to transient use of residential properties, also known as short term rentals or vacation rentals, and provide direction to staff regarding unauthorized vacation rentals and potential funding sources to cover costs.

Erik Lundquist, Director of the Housing and Community Development Department, in person, presented via PowerPoint presentation.

Open for public comments; Thyme Lewis, Richard Barnwell, John Rogers, Dave Picus, Charles Hawley, Ross Bava, Jim Ferguson, Kay Austen, Charlie (no last name provided), Robert Mountain, Richard Matthews, Pris Walton, Jeff Wood, MaryAnn Gujan, CS Noel, Scott Hanhem, John Hiel, Eric Sands, David Picas, Alexis Cardenas, all in person, and Wendy Fickas, Chuck Stein, Eloise Shim, Doris Felbre, Carolyn Strauss, Vaughn McIlrath, Chuck W., Mark Watson, Richard Stott, 224 397 747, Carol Chorbajian, Cheryl Merritt, Tapasvi Moturu, Amy Sung, Diane Mazzeil, James

Greco, Daniel Tapia, Gwyn DeAmaral, Gary Cursio, David Smiley, Gary Jepson, and Kathryn Greenwater, all via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

- a. Receive a presentation regarding existing regulations relating to the transient use of residential properties and the enforcement of said regulations;
- b. Discuss and provide direction regarding the enforcement of existing transient use of residential properties regulations and potential funding sources to cover costs; and directed staff to: Come back in January 2022, for Board action regarding resources/staff, funding, an amendment of the ordinance regarding fine amounts and support the grouping of priority regarding enforcement:
Group 1 - not paying TOT, nuisance complaints and ineligible properties;
Group 2 - other unpermitted properties.

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. Consider whether to maintain, modify or terminate the suspension, approved by the Board of Supervisors on November 16, 2021, of the facial covering requirement of Ordinance No. 5363.

Charles McKee, County Administrative Officer, in person, and Dr. Edward Moreno, Director of Public Health, via Zoom, from the Health Department presented via PowerPoint presentation.

Open for public comments; Bill Lipe, via Zoom, and Kellen Rice, in person, commented.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to adopt a Board Order that changes the metric that uses the CDC based on local reporting of COVID data to implement the mask requirements which modifies the suspension, approved by the Board of Supervisors on November 16, 2021, of the facial covering requirement of Ordinance No. 5363.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: NAY

Supervisor Lopez: NAY

Supervisor Adams: NAY

Chair Supervisor Root Askew: AYE

Motion failed 3 to 2

Read Out from Closed Session by County Counsel

There is no read out from closed session.

Adjourned

The meeting was adjourned in Memory of Latu Moli at 5:10 p.m. by Chair Supervisor Wendy Root Askew.

Monterey County

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



Meeting Minutes - Draft

Tuesday, December 14, 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 and Supervisor Luis A. Alejo appeared in person with Supervisor Chris Lopez, Supervisor John M. Phillips and Supervisor Mary L. Adams 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

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Pledge of Allegiance

The Pledge of Allegiance to be led by the Hartnell Women's Soccer League.

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 Luis A. Alejo, seconded by Supervisor Mary L. Adams to adopt Ceremonial Resolutions 1 and 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

1. Adopt a resolution Declaring December 14, 2021, as Hartnell Women's Soccer Team State Championship Day in Monterey County. (Supervisor Alejo)
Adopted Resolution No. 21-425
2. Adopt a resolution honoring Labor Leader Sergio Rangel of UNITE HERE Local 483 for his lifetime of service and his retirement. (Supervisor Alejo)
Adopted Resolution No. 21-426

Appointments

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to appoint Item Number 3 and 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. 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

4. 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

Item No. 7 taken out of order

County Administrative Officer Comments and New Referrals

7. 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:

Referral No. 2021.30 from Supervisor Wendy Root Askew:

Referral Title: School Vaccination Coordination

Referral Purpose: Direct the Monterey County Health Department to partner with the K12 school system to increase the rate of vaccinations amongst pediatric residents aged 5 to 11 years old in disproportionately impacted communities.

Referral No. 2021.31 from Supervisor Luis A. Alejo:

Referral Title: Housing Authority of Monterey County Reorganization and New Governance Structure

Referral Purpose: To reorganize and consolidate the Housing Authority of Monterey County and its subsidiary, the Housing Development Corporation, under one Executive Director, and have the Monterey County Board of Supervisors serve at its new governing board to oversee its operations and implement needed reforms.

A motion was made by Supervisor Luis A. Alejo, seconded by Chris Lopez to:

Have a Joint Special Meeting next week on Tuesday, December 21, 2021 with the Housing Authority and the Board of Supervisors; and

Charles McKee, County Administrative Officer recommended that the Housing Authority makes no

sudden changes until an in depth look can occur and a special meeting can be held.

Open for public comments; Jay Donato and Martha Rodriguez, in person, commented.

County Administrative Officer comments/referrals can be heard by clicking the following link:

http://monterey.granicus.com/EditFile.php?clip_id=4404

2:00 P.M. - Scheduled Matters

5.
 - a. Consider options to amend the commercial cannabis tax structure, rates, and penalties and interest for delinquent tax accounts; and
 - b. Consider directing the Cannabis Program to amend Monterey County Code Chapter 7.100; and
 - c. Provide further direction as appropriate.

Joann Iwamoto, Cannabis Program Manager, in person, presented via PowerPoint presentation.

Open for public comments; Aaron Johnson, Robert Roach, Christina DiPaci, Joey Espinoza, Oliver Bates, Juke (no last name provided), Michelle Hackett, Kelly McMillin, Chris Boggs, Jennifer Rosenthal, Joey (no last name provided), Ricardo Diaz, Jr. and Michael Ferguson, all via Zoom, commented.

Supervisor Mary L. Adams made a motion; however, there was no second to the motion.

A substitute motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

- a. Consider options to amend the commercial cannabis tax structure, rates, and penalties and interest for delinquent tax accounts; and
- b. Consider directing the Cannabis Program to amend Monterey County Code Chapter 7.100; and
- c. Directed staff to return in January with a proposed amendment to the ordinance reducing the annual taxes on indoor cultivation to \$7/square foot, on outdoor cultivation to \$1/square foot, on mixed light cultivation to \$3/square foot, and on distribution to 0% gross receipts. Also, for cultivation only, a stay on delinquent Q3 penalties so long as the unpaid amount is paid in full by the end of Q4 (otherwise, the full amount, with penalties, becomes due) and eliminate the escalator (automatic yearly increases of the rate). The Board specified that there should be a "trigger," such that when/if the mixed light wholesale price reaches \$800/pound based on CCA data, staff would be directed to return to the Board to again review tax rates, or if the Cannabis Program recommended the Board to review tax rates earlier. Finally, the Board directed staff to draft a letter to the State requesting an adjustment of 2/3rds reduction in taxes for the Chair to sign.

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.
 - a. Adopt a resolution setting forth the 2021 County of Monterey Supervisorial District Boundaries; and,
 - b. Authorize and Direct the County Administrative Officer, County Counsel and the Registrar of Voters, to take such other and further actions as may be necessary or appropriate to implement the

intent and purposes of this resolution.

Rosemary Soto, Management Analyst III from the County Administrative Office and Shelley Lapkoff, Demographer, both via Zoom, presented via PowerPoint presentation.

Open for public comments; Mary Kay, Ernesto (no last name provided), Steve Tansey, and Karla Lobo, via Zoom, with Steve McDougal, in person, commented.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez with Supervisor John M. Phillips, voting no to:

- a. Adopt Resolution No. 21-431 setting forth the 2021 County of Monterey Supervisorial District Boundaries; and,
- b. Authorize and Direct the County Administrative Officer, County Counsel and the Registrar of Voters, to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this resolution.

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

Other Board Matters

Referral Responses

8. Consider a response by the Clerk of the Board Supervisors' office to Board Referral No. 2020.27 seeking the need for simultaneous Spanish interpreter services for live Zoom Board of Supervisor's meetings and Spanish translation services of the recorded minutes of Board of Supervisors meetings.

Valerie Ralph, Clerk of the Board, in person, presented via PowerPoint presentation.

Open for public comments; Cesar Lara, via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo, to have a: Comprehensive – Interpreter(s) (certified) for live meetings/ Translation certified for minutes; Have Interpreter(s) (certified) for live meetings /Translation of minutes through Google translation which is a free service; and Implement another pilot program for three months; during the pilot program, measure the number of requests for a Spanish-speaking interpreter, requests for translation of minutes, attendance at public meetings in the Spanish channel, and report back to the Board of Supervisors for further consideration.

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 adjourned in Memory of Herme Medina at 5:24 p.m. by Supervisor Wendy Root Askew.

There is no read out of Closed Session, at this time, from last week's session.

Monterey County

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



Meeting Minutes - Draft

Tuesday, August 23, 2022

9:00 AM

Board of Supervisors

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

9:00 A.M. - Called to Order

The meeting was called to order by Chair Supervisor Mary L. Adams.

Roll Called

Present: 5 - Supervisor Mary L. Adams, Supervisor Wendy Root Askew and Supervisor John M. Phillips appeared in person, and Supervisor Chris Lopez and Supervisor Luis A. Alejo appeared via video conference

Staff Present

Charles McKee, County Administrative Officer, Kelly Donlon, Assistant Chief County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

Additions and Corrections for Closed Session by County Counsel

Kelly Donlon, Assistant Chief County Counsel requested that two (2) urgency items be added to the closed session items:

1 - Significant exposure to litigation; and

2- Potential initiation of litigation

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Wendy Root Askew to approve the two (2) urgency items to be added to closed session items.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

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 Ariana HurtadoEmployee Organization(s): Units R, S and X (REVISED VIA SUPPLEMENTAL)
 - b. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
 - (1) Property: Laguna Seca Recreation AreaAgency Negotiator(s): Randy Ishii, Director of Public Works Facilities and Parks and Leslie J. Girard, County CounselNegotiating Parties: A&D Narigi Consulting LLC and Friends of Laguna Seca
Under negotiation: Price and terms

c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment of the position of County Administrative Officer.

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) Application to file late Claim - Gloria Rodriguez

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.

f. 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.

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

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

(1) *Richard Storms, Jr. v. County of Monterey, et al.* (U.S. District Court for the Northern District of California Case No. 20CV07913NC)

(2) Malcolm Gray (Worker's Compensation Appeals Board No. ADJ8228976)

(3) Scott Ranan (Worker's Compensation Appeals Board No. ADJ8400942)

(4) Sharon Gold (Worker's Compensation Appeals Board No. ADJ12173002)

Public Comments for Closed Session

Open for public comments; no public comments were made.

The Board Recessed for Closed Session Agenda Items

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

Roll Called

Present: 5 - Supervisor Mary L. Adams, Supervisor Wendy Root Askew, Supervisor John M. Phillips, Supervisor Chris Lopez and Supervisor Luis A. Alejo appeared in person

Staff Present

Charles McKee, County Administrative Officer, Kelly Donlon, Assistant Chief County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

Announcement of Interpreter

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Pledge of Allegiance

The Pledge of Allegiance to be led by Cynthia Rand-Thompson from the Central Coast Art Association.

Additions and Corrections by Clerk

Due to the need for immediate consideration by the Board of matters which arose after the posting of the agenda, as provided in Section 54954.2 of the California Government Code the Board is asked to make the following addition.

The following additions and corrections were read into the record:

Corrections to Item No. 3 under Ceremonial Resolutions:

Resolution came from District 4, Supervisor Askew and not Supervisor Adams as noted on the Agenda

Addition to Item No. 9 under Appointment:

Attached Bio to Appointment for Dr. Bettye J. Saxon

Removal of Item No. 64 under Public, works and Facilities, Consent Calendar:

Department requested item be removed and to return on a date to be determined

Ceremonial Resolutions

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 Ceremonial Resolutions 2 through 8.

ALL AYES

2. Adopt a resolution honoring Deputy Probation Officer II Kathy Longoria upon her retirement from the Monterey County Probation Department after more than 25 years of dedicated County service.
(Supervisor Adams)

Adopted Resolution No. 22-318

3. Adopt a resolution proclaiming August as Artist Appreciation Month in the County of Monterey.
(Supervisor ~~Adams~~ Root Askew)

Adopted Resolution No. 22-317

4. Adopt a resolution honoring Mari Beraz upon her retirement after thirty-three years of dedicated service with the County of Monterey. (Supervisor Alejo)
Adopted Resolution No. 22-319
5. Adopt a resolution commending Deputy Sheriff Reed Fisher upon his retirement after sixteen years of public service with the Monterey County Sheriff's Office. (Supervisor Adams)
Adopted Resolution No. 22-322
6. Adopt a resolution commending Deputy Sheriff Joseph Martinez upon his retirement after twenty-two years of public service with the Monterey County Sheriff's Office. (Supervisor Adams)
Adopted Resolution No. 22-316
7. Adopt a resolution honoring the City of Seaside Community Vaccine Action Team's work to combat the spread of COVID-19 and increase vaccination rates in the City of Seaside. (Supervisor Askew)
Adopted Resolution No. 22-315
8. Adopt a resolution honoring and celebrating the life of Señora Silvia Huerta for her lifelong dedication to social justice and activism in the County of Monterey. (Supervisor Alejo)
Adopted Resolution No. 22-321

Appointments

Open for public comments; Nina Beety, via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to appoint/reappoint Item Numbers 9 through 18.

ALL AYES

9. Appoint Dr. Bettye J. Saxon to the Natividad Center Board of Trustees with a term expiration date on August 1, 2023. (Nominated by Natividad Medical Center Board of Trustees)

Appointed

10. Appoint Aimee Dahle to the Monterey County Regional Fire District Board of Directors to fill an unexpired term ending on March 1, 2025. (Nominated By District 5, Supervisor Adams)

Appointed

11. Reappoint Paola Berthoin to the Carmel Valley Road Advisory Committee representing Mid-Valley with a term ending on August 23, 2025. (Nominated By District 5, Supervisor Adams)

Reappointed

12. Reappoint Charles Franklin to the Carmel Valley Road Advisory Committee as an Alternate of Carmel Valley Village with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

Reappointed

13. Appoint Kakani Young to the Carmel Valley Road Advisory Committee as an Alternate of Carmel Valley Village with a term ending on August 23, 2025. (Nominated By District 5, Supervisor Adams)

Appointed

14. Reappoint Patricia Bernardi to the Carmel Valley Road Advisory Committee as a Primary of Mid-Valley with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

Reappointed

15. Reappoint Steve Hubbard to the Carmel Valley Road Advisory Committee as an Alternate of Cachagua with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

Reappointed

16. Appoint Marisa Hernandez to the Commission on the Status of Women with a term ending February 1, 2025. (Nominated By District 2, Supervisor Phillips)

Appointed

17. Reappoint Marc Davidian to the Carmel Highlands Fire Protection District with a term ending on June 30, 2024. (Nominated By District 5, Supervisor Adams)

Reappointed

18. Appoint Winifred Chambliss to the Community Action Commission as a Public Sector Representative with a term ending on August 23, 2025. (Nominated By District 4, Supervisor Askew)

Appointed**Approval of Consent Calendar – (See Supplemental Sheet)**

19. See Supplemental Sheet

Open for public comments; Nina Beety via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item Numbers 29 through 66.

ALL AYES

20. General Public Comments

Open for general public comments for items not on today's agenda; MacGregor Eddy, in person, commented.

Scheduled Matters

- 21.** a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.
b. Provide direction to staff as appropriate.

Ryan McGuirk, Chief District Attorney Investigator, in person, presented via PowerPoint presentation.

Open for public comments; MacGregor Eddy, in person, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

- a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.
b. Provide direction to staff as appropriate.

ALL AYES

12:00 P.M. - Recessed to Lunch

1:30 P.M. - Reconvened

Roll Called

Present: 5 - Supervisor Mary L. Adams, Supervisor Wendy Root Askew, Supervisor John M. Phillips and Supervisor Chris Lopez, appeared in person, and Supervisor Luis A. Alejo appeared via video conference

Staff Present

Charles McKee, County Administrative Officer, Kelly Donlon, Assistant Chief County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

Announcement of Interpreter

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Scheduled Matters

22. PLN150669-AMD1 - MARTIN WILLIAM H & SIMONA H TRS (FORMERLY NASE WERNER JR. TRUST)

Public hearing to consider:

- a. Terminating the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property;
- b. Finding that termination of the Conservation and Scenic Easement does not require additional environmental review under CEQA Guidelines section 15162.
- c. Authorizing the Chair to execute the Termination Agreement and Quitclaim Deed; and
- d. Directing the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

Project Location: 1412 Lisbon Lane, Pebble Beach

Proposed CEQA action: Finding that termination of the Conservation and Scenic Easement does not require additional environmental review under CEQA Guidelines section 15162.

Fionna Jensen, Housing, Community and Development Associate Planner, in person, presented via PowerPoint presentation.

Open for public comments; Joe Panzer, in person, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to adopt Resolution No. 22-323 to:

- a. Consider the previously adopted Mitigated Negative Declaration (MND) prepared for the construction of the Werner Nase Jr. Trust residence (PLN150669); and
- b. Terminate the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property; and
- c. Authorize the Chair to execute the Termination Agreement and Quitclaim Deed; and
- d. Direct the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

- 23.**
- a. Receive a presentation from the Housing and Community Development Department on its existing Special Events Program; and
 - b. Discuss and provide direction regarding possible revisions to the Special Events Program, instituting a fee for special event applications, and the appropriateness of an unruly gathering ordinance; and
 - c. Provide further direction to staff as appropriate.

Project File No.: REF150053/REF150054

Erik Lundquist, Director of Housing, Community and Development, in person, presented via PowerPoint presentation.

Open for public comments; Marla Anderson, via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

- a. Receive a presentation from the Housing and Community Development Department on its

existing Special Events Program; and

b. Discuss and provide direction regarding possible revisions to the Special Events Program, instituting a fee for special event applications, and the appropriateness of an unruly gathering ordinance; and

c. Directed staff to review an umbrella special event permit and a fee for the processing, public notice for family events in residential areas vs. big special events in residential areas and to report back in six (6) months with an update on the types of complaints that continue to be received so the Board can review the need to pursue/explore the unruly gathering ordinance.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

24. a. Receive a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans.

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to continue the below matter to Tuesday, August 30, 2022:

a. Receive a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

25. Introduce, waive reading of, and set September 6, 2022 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 reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

Joann Iwamoto, Cannabis Program Manager, Norma Aceves Management Analyst III and Myles Echenique, Management Analyst II. all in person, from the Cannabis Program presented via PowerPoint presentation.

Open for public comments; Jay Brooks, Joey Espinoza, Kathy Neil and Aaron Johnson commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to, as amended, to:

Introduce, waive reading of, and set September 13, 2022 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

reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2021, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver and clear intent was given for good standing with direction to staff to bring back to the Cannabis Committee for further discussions to support and uphold the industry currently in Monterey County.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

Other Board Matters

New Referrals

26. New Referrals

Charles McKee, County Administrative Officer shared that there were two (2) new referrals this week:

Referral No. 2022.17

Referral Title: Elections Fee Schedule – Recounts

Referral Purpose: Bring forward recommendations to possibly include creating a fee schedule for candidates to request and plan for recounts when needed.

Submitted by: Supervisor Chris Lopez

Referral No. 2022.18

Referral Title: Monitoring of FCS Programs and Services

Referral Purpose: This referral requests HHHSC Committee roles and responsibilities be amended to explicitly include responsibility for monitoring the programs and services of Family and Children's Services

Submitted by: Supervisor Luis Alejo and Supervisor Wendy Root Askew

Open for public comments; David Rosen, MaryLou Gomez and Khrystal Arevalo commented.

County Administrative Officer Comments

27. County Administrative Officer Comments

Charles McKee, County Administrative Officer made no comments this week.

Board Comments

28. Board Comments

Board Comments can be heard by clicking the following link:

http://monterey.granicus.com/EditFile.php?clip_id=4606

Read Out from Closed Session by County Counsel

There was no reportable action on the closed session items.

Adjourned

The meeting was recessed in Memory of Elgie Louis Bellizio, Tiffany Kerlee, Silvia Puga Camacho Huerta, and Gary Edwards at 3:38 p.m. by Chair Supervisor Mary L. Adams and will return to and adjourn from closed session.

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

29. a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute each of the following Professional Services Agreements with Ian Atkinson MD, Inc.; Claire Hartung MD, Inc.; Adrian Jordan MD, and Natalie LaCorte MD, Inc. to provide hospitalist services each for the period August 26, 2022 to September 30, 2024, and each for an amount not to exceed \$300,000; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$30,000) of the original contract amount and do not significantly change the scope of work.

Approved

30. a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute the Third Amendment to the Professional Services Agreements with Nathaniel Uchtmann, M.D. to provide pediatric and adult hospitalist physician services, extending the term by twelve months (July 1, 2023 to June 30, 2024) for a revised full agreement term of July 1, 2019 to June 30, 2024, and adding \$200,000 for a revised not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

Approved

31. Ratify execution by the Chief Executive Officer for Natividad Medical Center (NMC) a Memorandum of Understanding (MOU) with Salinas Union High School District for the provision by NMC personnel of on-site sports physicals for student athletes of the school district, for no exchange of money, and with an agreement term August 4, 2022 through June 1, 2023.

Approved**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-15270 between the County of Monterey and Harmony at Home retroactive to July 1, 2022, for the provision of Prevention and Early Intervention Youth based teen success program, bullying prevention and intervention services which increases FY 2022-23 funding amount by \$264,000, and extends terms by one year and adds \$430,120 for FY 2023-24, for a new total Agreement amount not to exceed \$1,026,360 for the full-term of July 1, 2021 through June 30, 2024.

Approved

33. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and the City of Carmel-by-the-Sea (City), for the term retroactive to July 1, 2022 to June 30, 2024 for the use of the Animal Services Center and the provision of other animal services; 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

34. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15246 between the County of Monterey and National Alliance on Mental Illness, Monterey County (NAMI MC), for the provision of education, support, information and referrals to those affected by mental illnesses, retroactive to July 1, 2022, which adds funding in the amount of \$80,000 for FY 2022-2023, and \$80,000 for FY 2023-2024 for a new total Agreement not to exceed \$520,000 for the full-term of July 1, 2021 - June 30, 2024.

Approved

35. a. Ratify the execution by the Director of Health of the non-standard Agreement between the County of Monterey and Heluna Health to provide Public Health Microbiologist (PHM) training and to participate in the California Department of Public Health's (CDPH's) Continuity of Operations Plan (COOP) for statewide emergency/surge laboratory testing, with a retroactive start date of July 1, 2021 through December 15, 2022, for a total agreement amount of \$160,000; and
- b. Approve nonstandard risk provisions in Agreement as recommended by the Director of Health.

Approved

36. a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and Central Coast VNA and Hospice, Inc. for the term retroactive to July 22, 2022 to November 15, 2022 in the amount not to exceed \$129,000 for pop-up COVID-19 vaccination clinics in under-served County areas; 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 exceed ten percent (10%) (\$12,900) of the original contract amount and do not significantly change the scope of work.

Approved

37. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Non-Standard Agreement between the County of Monterey and BSK Associates in the amount of \$600,000 to provide Environmental Laboratory testing and analysis services for the term of September 1, 2022, through August 31, 2025; 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 scope of

work and do not cause an increase of more than ten percent (10%) (\$60,000) of the original contract amount.

Approved

38. 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 and mental health supports to students with each of the following Monterey County School Districts (“School Districts”): Gonzales Unified, Greenfield Union, Monterey County Office of Education for Monterey County Home Charter School, Monterey Peninsula Unified, Salinas City Elementary, Salinas Union High, San Ardo Elementary, Santa Rita Union, and Soledad Unified for a total maximum amount for all School Districts not to exceed \$2,422,854 revenue to the County, for a total not to exceed amount per School District as outlined in Exhibit A, retroactive to July 1, 2022 for a term through June 30, 2023; and
- b. Approve non-standard insurance and Indemnification provisions 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

39. a. Approve and authorize the Director of Health, to sign a Quotation Purchase Agreement (“Agreement”) with Esaote North America, for the purchase of extended services warranty for one (1) ultrasound machine with serial number #1749 and related software and warranty, for use in the Monterey County Health Department Alisal Health Center clinic, retroactive to March 6, 2022 for a term through March 05, 2027, for a total contract liability of \$13,750; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
- c. Authorize the Director of Health or Assistant Director of Health or their designees to sign up to three (3) future amendments to the Agreements where the amendments do not significantly change the scope of work and do not exceed 10% (\$1,375) in the aggregate.

Approved

40. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Substance Use Disorder Treatment Services Agreement A-15296 between the County of Monterey and Community Human Services retroactive to July 1, 2021 for the provision of alcohol and drug recovery services adding \$81,109 in Fiscal Year (FY) 2021-22 and \$436,974 in FY 2022-23, for a new total Agreement amount not to exceed \$8,811,899 for a term of July 1, 2021 through June 30, 2023.

Approved

41. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and the City of Marina (City) for the use of the Animal Services Center and the provision of other animal services for the term retroactive to July 1, 2022 through June 30, 2024; 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

- 42.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between Discovery Practice Management, Inc. dba Center for Discovery for the provision of eating disorder intensive outpatient and residential treatment services retroactive to July 1, 2022, in the amount of \$328,700 for Fiscal Year (FY) 2022-23, \$328,700 for FY 2023-24, and \$328,700 for FY 2024-25, for a total Agreement amount not to exceed \$986,100 for the term July 1, 2022 through June 30, 2025;
- b. Approve non-standard insurance and template provisions 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%) (\$98,610) of the original Agreement amount and do not significantly change the scope of services.

Approved

- 43.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15247 between The County of Monterey and The Village Project, Inc. for the provision of Prevention and Early Intervention Outreach and Engagement services retroactive to July 1, 2022 which adds \$140,000 in FY 2022-23 and \$510,000 in FY 2023-2024, for a new total Agreement amount not to exceed \$1,390,000 for a term of July 1, 2021 through June 30, 2024.

Approved

- 44.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Mental Health Services Agreement between the County of Monterey and Psynergy Programs, Inc. for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$2,826,243 for the retroactive term of July 1, 2022 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%) (\$282,624) of the original Agreement amount and do not significantly alter the scope of services.

Approved

Department of Social Services

- 45.** a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a zero cost agreement with the California Community Action Partnership Association to gain access to a Community Action Virtual Onboarding Course for the period of September 1, 2022 through February 28, 2025; and

b. Authorize the Director or Assistant 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

- 46.** Adopt a resolution to approve and authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the Capital Project Fund, Fund 404, Appropriations Unit PFP057, by \$715,762, funded by an operating transfer in from Military & Veterans Affairs, Fund 001, Appropriations Unit SOC003 for the Marina Coastal Veterans Office Remodel (4/5ths vote required).

Adopted

Criminal Justice

- 47.** Adopt a Resolution to approve the proposed amendments to the Conflict of Interest Code of the Probation Department of the County of Monterey.

Adopted

- 48.**
- a. Approve and authorize the Contracts/Purchasing Officer to execute a Professional Services Agreement (“PSA”) with Shane M. Kelly for legal representation in indigent adult criminal cases, through the Alternate Defenders Office, with a term of September 1, 2022 through June 30, 2023, in the amount of \$90,562;
 - b. Approve non-standard insurance provisions in PSA, as recommended by the Public Defender; and
 - c. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments, each extending the term by one (1) fiscal year per amendment, provided the amendments do not significantly change the scope of work and do not exceed ten percent (10%) (\$9,056) of the original contract amount.

Approved

- 49.**
- a. Amend the District Attorney’s (2240-8063-DIS001) Adopted Budget to reallocate four (4) Legal Secretary II positions (80B22) to three (3) Legal Secretary III (80B26) and one (1) Administrative Services Assistant (14C70) positions as indicated in attachment A (4/5ths vote required);
 - b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

Approved

- 50.**
- Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to Amend Agreement No. A-15703 with Precision Survey Supply, LLC., to include leasing services with GreatAmerica Financial Services Corporation for Laser Scanner equipment, effective from the date of execution through June 30, 2027.

Approved

- 51.** Adopt a Resolution to:
- a. Amend the Sheriff's Office Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003 to reallocate and approve the reclassification of one (1) Management Analyst III to one (1) Program Manager II as indicated in Attachment A;
 - b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

Adopted**General Government**

- 52.** a. Approve and authorize the Chief Information Officer to sign a non-standard Site Lease Agreement with the Emily Gardner - Jamesburg Relay Communication Site for an amount not to exceed \$111,000, retroactive to July 1, 2022, and ending on June 30, 2042; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to two (2) future amendments, subject to County Counsel review, provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the Site Lease Agreement.

Approved

- 53.** Approve and authorize the County Clerk/Recorder (CCR) to execute an agreement with BMI Imaging Systems, Inc. (BMI), to provide a Digital Reel System Upgrade, for the term beginning September 1, 2022, through June 30, 2024, for a total contract amount of \$47,720.

Approved

- 54.** Approve and authorize the Chief Information Officer of the Information Technology Department to execute Amendment No 2 to the Site Lease Agreement with Weathertop Ranch, LLC to make site and radio communications equipment modifications in preparation for termination of the lease, and closure of the site for a final lease amount not to exceed \$100,000.

Approved

- 55.** Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: June through July 2022.

Approved

- 56.** Adopt the Board of Supervisors' meeting schedule for the calendar year 2023.

Approved

- 57.** It is recommended that the Board of Supervisors to adopt a resolution to:
- a. Approve the submittal of a grant funding application, retroactive to March 15, 2022, by the

Monterey County Office of Emergency Services (OES) to the Governor's Office of Emergency Services (CalOES), LISTOS California (LC) Community Emergency Response Teams (CERT) Support Grant Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, for the OES Big Sur and Carmel Valley CERT disaster response training and training/response equipment; and

b. Authorize the Emergency Services Manager, or designee, from the Monterey County Office of Emergency Services to execute, receive, manage, and enter into a contract with the Governor's Office of Emergency Services for a \$15,000 grant, for the 2022 LISTOS California Community Emergency Response Team Support grant from the Governor's Office of Emergency Services; and

c. Authorize and direct Auditor-Controller to amend the Fiscal Year 2022-2023 Adopted Budget for the Office of Emergency Services (024-1050-CAO023-8412) to increase appropriations and estimated revenues by \$15,000 funded the augmentation of grant revenues from the Governor's Office of Emergency Services (Cal OES), (4/5th vote required.)

Adopted

58. Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

Received

59. Receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2022 for the meetings held on January 26, 2022, February 23, 2022, March 30, 2022, April 25, 2022, and May 25, 2022.

Approved

60. Adopt a Resolution to:
- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
 - b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
 - c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

Adopted

Public Works, Facilities and Parks

61. Approve and authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisors to execute a Standard Agreement between the County of Monterey and Val's Plumbing & Heating, to provide routine plumbing maintenance work for County-owned and managed facilities, for a total not to exceed amount of \$50,000, with a retroactive term from December 12, 2021 to December 11, 2022.

Approved

- 62.** a. Award a contract to Granite Rock Company, the lowest responsible bidder for the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671 in the total amount of \$1,327,542;
- b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
- c. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$132,754 to provide funding for approved contract change orders for Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671;
- d. Authorize the Director of Public Works, Facilities and Parks to execute the contracts and, subject to the provisions of the Public Contract Code and Board Policies as applicable, 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 Plans and Special Provisions for the construction of the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671.

Approved

- 63.** a. Approve Amendment No. 5 to Professional Services Agreement No. A-12657 with TRC Engineers, Inc. to provide bidding and construction support services associated with the completion of the Bradley Road Bridge Scour Repair, County Bridge No. 448, Request for Qualifications (RFQ) #10490, to: increase the not to exceed amount by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12657; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12657 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

- 64.** a. Approve submittal of a grant funding application for the CSA-75 Chualar Wastewater System Consolidation Project to apply for a \$4.4 million planning grant from the State of California - Clean Water State Revolving Fund grant program;
- b. Adopt a Resolution authorizing the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as agent for the County in processing all documentation to secure these funds; and
- c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

Removed from agenda via additions and corrections

65. Approve and authorize the Monterey County Laguna Seca Representative (MCLSR) to execute an Event Agreement (Agreement) between Porsche Cars North America, Inc. (Porsche) and the County of Monterey (County) for a motorsports event at WeatherTech® Raceway at Laguna Seca (WRLS) with event dates beginning September 28 through October 1, 2023.

Approved

66. Adopt a resolution to:
- Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations for Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 by \$1,954,013 financed by a decrease in appropriations of \$977,007 in Contingencies, Fund 001, Unit 8034, Appropriation Unit CAO020, and a release of \$977,006 in the Cannabis Tax Assignment 001-3132 (4/5ths vote required);
 - Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget by increasing appropriations and operating transfers in by \$1,954,013 for Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057, financed by an operating transfer out of \$1,954,013 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 for costs related to settlement and closeout of the Jail Housing Addition Project 8819 (4/5ths vote required); and
 - Authorize and direct the Auditor-Controller to transfer \$1,954,013 for FY 2022-23 to Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

Adopted

Please refer to the Board Orders for the approved and adopted Agreement, Resolution and Ordinance numbers.

Addenda/Supplemental

67. **Addenda/Supplemental**
Closed Session

1. a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
Employee Organization(s): Units R, S and X

Correct Ordinance Attached - Scheduled AM

21. a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.
b. Provide direction to staff as appropriate.

26. New Referrals - Referrals added

Revised Board Report and Resolution - General Government Consent**60.** Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

Monterey County

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



Meeting Minutes - Draft

Tuesday, August 30, 2022

9:00 AM

Board of Supervisors

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

9:00 A.M. - Called to Order

The meeting was called to order by Chair Supervisor Mary L. Adams.

Roll Called

Present: 5 - Supervisor Mary L. Adams, appeared in person, and Supervisor Chris Lopez, Supervisor Luis A. Alejo, Supervisor Wendy Root Askew and Supervisor John M. Phillips 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 or corrections to closed session.

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 Ariana Hurtado
Employee Organization(s): All Units
 - (2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
Employee Organization(s): Units X and S
 - (3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
Employee Organization(s): Unit O
 - b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.
 - c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment of the position of County Administrative Officer.
 - 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 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 Health & Safety Code section 1462, and in accordance with Government Code Section 54954.5, the Board will receive a report and confer regarding hospital trade secret. Discussion will

concern a new program. Estimated date of public disclosure: February 28, 2023.

g. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline, dismissal, or release of a public employee.

Public Comments for Closed Session

Open for public comments; Gladys Esparza, Eileen Amador, Aylssa Moreno, Jaime Ganz, Marjorie Balleros, Joie Tatum, Zoe Backman, Claudia Soria and Jennifer Jean Pierre 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, and Supervisor Chris Lopez and Supervisor Luis A. Alejo, 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

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Pledge of Allegiance

The Pledge of Allegiance led by Priscilla (Pris) Walton, President of the Carmel Valley Association.

Additions and Corrections by Clerk

Due to the need for immediate consideration by the Board of matters which arose after the posting of today's agenda, as provided in Section 54954.2 of the California Government Code the Board is asked to make the following addition and correction:

The following was recited into the record:

Correction to Item No. 6 under Appointments

Expiration Date should read January 1, 2025, instead of April 26, 2025

Removal of Item No. 8 under Appointments

Item will be removed and put on a future meeting date

Removal of Item No. 13 & No. 14 under PM Scheduled Matters

Per Department Request, Item will be removed and put on a future meeting date

Corrections to Item No. 38 under Consent Calendar: Health Dept

Revised Board Report Received

Ceremonial Resolutions

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to adopt Ceremonial Resolutions 2 through 5.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: Absent

Chair Supervisor Adams: AYE

2. Adopt a resolution honoring Juvenile Institutions Officer II Brandon Casarez upon his retirement from the Monterey County Probation Department after more than 20 years of dedicated County service. (Supervisor Adams)

Adopted Resolution No. 22-330

3. Adopt a resolution commending Rick Johnson upon his retirement after twenty-two years of service with the Old Monterey Business Association. (Supervisor Adams)

Adopted Resolution No. 22-333

4. Adopt a resolution honoring Priscilla (Pris) Walton for her visionary leadership and lifetime of service. (Supervisor Adams)

Adopted Resolution No. 22-332

5. Adopt a resolution commemorating the 75th anniversary of Monterey Peninsula Community College District (Supervisor Adams)

Adopted Resolution No. 22-331

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 Numbers 6 through 7 Item Number 8 was removed via additions and corrections.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE
Supervisor Lopez: AYE
Supervisor Root Askew: Absent
Chair Supervisor Adams: AYE

6. Reappoint Sergio Sanchez to the Parks Commission with a term ending on January 1, 2025 ~~April 26, 2025~~. (Nominated By District 1, Supervisor Alejo)

Reappointed

7. Appoint Aurelio Gonzalez to the Resource Conservation District of Monterey County Board of Directors with a term ending on November 30, 2024. (Nominated by the Resource Conservation District of Monterey County Board of Directors)

Appointed

8. Appoint Matt Glazer to the Big Sur Byway Organization as a Big Sur Proper Resident Representative with a term ending on May 1, 2024. (Nominated By District 5, Supervisor Adams)

Removed via additions and corrections.

Approval of Consent Calendar – (See Supplemental Sheet)

9. 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 20 through 60 less Item No. 55 as it will be trailed to the afternoon.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE
Supervisor Phillips: AYE
Supervisor Lopez: AYE
Supervisor Root Askew: Absent
Chair Supervisor Adams: AYE

General Public Comments

10. General Public Comments

Open for general public comments for items not on today's agenda; Wes White and MacGreogor Eddy, in person, commented.

11. a. Receive a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans.

Ashley Paulsworth, Management Analyst III, via Zoom, presented via PowerPoint presentation.

Open for public comments; no public comments made.

Upon consensus the Board:

a. Received a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans.

Scheduled Matters

12:00 P.M. - Recessed to Lunch

1:30 P.M. - Reconvened

Roll Called

Present: 5 - Supervisor Mary L. Adams and Supervisor John M. Phillips, appeared in person, and Supervisor Chris Lopez, Supervisor Wendy Root Askew and Supervisor Luis A. Alejo, 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

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Scheduled Matters

12.
 - a. Discuss and provide direction regarding proposed amendments to Monterey County Code Titles 20.69 and 21.69 extending the sunset date of the Outdoor Commercial Cannabis Cultivation Pilot Program and removing the requirement that an applicant provide proof of cannabis cultivation on the site prior to January 1, 2016; and
 - b. Receive an update on operating costs and estimated tax revenues resulting from proposed amendments to the Outdoor Commercial Cannabis Cultivation Pilot Program; and
 - c. Provide further direction as appropriate.

Erik Lundquist, Housing and Community Development Director and Joann Iwamoto, Cannabis Program Manager, in person, presented via PowerPoint presentation.

Open for public comments; Oliver Bates, Eloise Shim, Kim Stemler and Freddy Rincon, commented.

A substitute motion was made by Chris Lopez, seconded by Supervisor John M. Phillips, as amended, with Supervisor Wendy Root Askew and Supervisor Mary L. Adams, voting no to:

a. Discuss and provide direction regarding proposed amendments to Monterey County Code Titles 20.69 and 21.69 extend the sunset date of the Outdoor Commercial Cannabis Cultivation Pilot

Program to 2030;

- b. Receive an update on incremental costs and estimated tax revenues resulting from proposed amendments to the Outdoor Commercial Cannabis Cultivation Pilot Program; and
- c. Provide further direction as appropriate.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE
Supervisor Phillips: AYE
Supervisor Lopez: AYE
Supervisor Root Askew: NAY
Chair Supervisor Adams: NAY

Motion carried 3 to 2

Now at a later time Item No. 55 recalled

Open for public comments; Oliver Bates, Jennifer Rosenthal and Ricardo Diaz, Jr. commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to approve Item Number 55 with Supervisor Luis A. Alejo, Supervisor John M. Phillips and Supervisor Chris Lopez, voting no to approve Item Number 55.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: NAY
Supervisor Phillips: NAY
Supervisor Lopez: NAY
Supervisor Root Askew: AYE
Chair Supervisor Adams: AYE

Motion failed 3 to 2

13. a. Consider adopting a resolution to approve an Addendum to the Final Environmental Impact Report for the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (REF140048) to amend mitigation measure HF-5 to allow specified construction involving initial floodplain restoration work on the east side of State Route 1, before construction of the causeway portion of the CRFREE Project; and
- b. Consider adopting a resolution revising the Mitigation, Monitoring and Report Plan for the CRFREE Project to incorporate changes to the Final EIR as adopted by the Board of Supervisors on January 28, 2020, and to amend mitigation measure HF-5.

Project: REF140048 - Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project

Project Location: 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

Proposed CEQA Action: Consider an addendum together with certified Final Environmental Impact Report (FEIR) for the CRFREE Project.

Removed from agenda via additions and corrections

14. a. Award a contract to Granite Construction Company, the lowest responsible bidder for the Carmel River Floodplain Restoration & Environmental Enhancement (CRFREE) Project - Phase 1, Project No. 7200, in the total amount of \$4,388,222;
- 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 \$438,822, to provide funding for approved contract change orders for Carmel River Floodplain Restoration & Environmental Enhancement (CRFREE) Project - Phase 1, Project No. 7200;
- d. Authorize the Director of Public Works, Facilities and Parks to execute the contracts and, subject to the provisions of the Public Contract Code (PCC) and Board Policies as applicable, 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 Carmel River Floodplain Restoration & Environmental Enhancement (CRFREE) Project - Phase 1, Project No. 7200.

Removed from agenda via additions and corrections

15. PLN190140 - Mid Valley Partners LLC (Stanley/Mid Valley Shopping Center historic determination) Public hearing to consider adopting a resolution to:
- a. Consider the previously adopted Environmental Impact Report (EIR) for the Mid-Valley Shopping Center Design Approval Project (SCH#2020090480) and find that no subsequent environmental review is required pursuant to Section 15162 of the CEQA Guidelines; and
- b. Find that the preponderance of evidence supports the conclusion that the Mid-Valley Shopping Center, located at 9550 Carmel Valley Road, is not an historic resource.
- [Mid-Valley Shopping Center historic determination, 9550 Carmel Valley Road, Carmel Valley, CA (APN: 169-243-007-000)]

Craig Spencer, Housing and Community Development, Chief of Planning, in person, verbally presented.

Anthony Lombardo, attorney on behalf of the applicant commented.

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to adopt Resolution No. 22-334 to:

- a. Consider the previously adopted Environmental Impact Report (EIR) for the Mid-Valley Shopping Center Design Approval Project (SCH#2020090480) and find that no subsequent environmental review is required pursuant to Section 15162 of the CEQA Guidelines; and
- b. Find that the preponderance of evidence supports the conclusion that the Mid-Valley Shopping Center, located at 9550 Carmel Valley Road, is not an historic resource.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE
Supervisor Root Askew: AYE
Chair Supervisor Adams: NAY

Motion carried 4 to 1

New Referrals

16. New Referrals

Charles McKee, County Administrative Officer from the County Administrative office shared there are no new referrals this week.

Referral Responses

17. a. Receive an update regarding District Attorney Family Justice Center;

Jeannine Pacioni, District Attorney, appeared via Zoom, verbally presented.

Open for public comments; no public comments made.

Upon consensus the Board:

a. Received an update regarding District Attorney Family Justice Center;

Other Board Matters

County Administrative Officer Comments

17. County Administrative Officer Comments

Charles McKee, County Administrative Officer made no comments.

Board Comments

18. Board Comments

Board Comments can be heard by clicking the following link:

http://monterey.granicus.com/EditFile.php?clip_id=4630

Read Out from Closed Session by County Counsel

There was no reportable read out from closed session.

Adjourned

The meeting was adjourned in Memory of Steve Taylor, Christine Armanasco, Lisa Eisemann, and Supervisor Carmen Ramirez 3:45 at p.m. by Chair Supervisor Mary L. Adams.

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

- 20.** Adopt Resolution to:
- a. Amend Personnel Policies and Practices Resolution No. 98-394 and Appendix A to adjust the salary ranges of the Surgical Technician, Obstetrical Technician, and Senior Obstetrical Technician classifications as indicated in Attachment A; and
 - b. Direct the Human Resources Department to implement the changes in the Advantage HRM System.

Adopted

- 21.** Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, with no change to the agreement term of July 1, 2018 through December 31, 2023, and adding \$500,000 for a revised total agreement amount not to exceed \$1,725,000.

Approved

- 22.** Adopt Resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Trauma Program Manager with the salary range as indicated in Attachment A;
 - b. Amend the Natividad FY 2022-23 Adopted Budget Unit 9600-8142 - Fund 451 -Appropriation Unit NMC001 to reallocate and reclassify a Nursing Services Unit Manager to a Trauma Program Manager as indicated in Attachment A; and
 - c. Authorize the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM System.

Adopted

- 23.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Experian Health, Inc. for Meditrack Enterprise for access to Medicare DDE Screens services at NMC for an amount not to exceed \$450,000 with an agreement term retroactive to 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%) (\$45,000) of the original cost of the agreement.

Approved

- 24.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 4 to the agreement (A-13703) with Kit Check, Inc. for pharmacy

scanning equipment and web-based software services, extending the agreement an additional three (3) year period (August 15, 2022 through August 14, 2025) for a revised full agreement term of August 15, 2014 through August 14, 2025, and adding \$150,000 for a revised total agreement amount not to exceed \$476,000.

Approved

- 25.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Meltwater News US Inc. for news and social media monitoring and media relations platform services at NMC for an amount not to exceed \$8,317 with an agreement term September 1, 2022 through August 31, 2023.
- b. 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

- 26.** Adopt Resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Cardiac Sonographer and Cardiac Sonographer-Per Diem with the salary ranges as indicated in Attachment A;
- b. Amend the Natividad FY 2022-23 Adopted Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001 to reallocate three (3.0) Sonographer to three (3.0) Cardiac Sonographer as indicated in Attachment A; and
- c. Authorize the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM System.

Adopted

- 27.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional Services Agreement with Cy A. Cedar MD to provide hospitalist physician services, adding \$650,000 for a revised not to exceed amount of \$750,000 in the aggregate, but with no change to the original agreement term of July 14, 2022 to September 30, 2024; 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% (\$10,000) of the original contract amount.

Approved

- 28.** a. Authorize the Chief Executive Officer ("CEO") for NMC or his designee to execute renewal & amendment No. 9 to the agreements with Medical Search, LLC d.b.a. SUMO Medical Staffing (A-12896) and MDA Holdings, Inc. d.b.a. Medical Doctor Associates and renewal & amendment No. 10 to the agreements with Staff Care, Inc. (A-12897) 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, extending the agreement an additional one (1) year period (July 1, 2022 through June 30, 2023) for a revised full agreement term of August 1, 2015 through June 30, 2023 and to update payment rates with no change to the total aggregate liability for all agreements (\$10,500,000);

b. Authorize the 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, 2023, with necessary updates to payment rates, but with no change to the total aggregate liability for all agreements.

Approved

- 29.** 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 Allen Radner MD to provide infectious disease physician services, extending the term by twenty-four months (September 1, 2022 to August 31, 2024) for a revised full agreement term of September 1, 2021 to August 31, 2024 and adding \$200,000 for a revised not to exceed amount of \$300,000 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% (\$10,000) of the original contract amount.

Approved

- 30.** Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 3 to the agreement (A-14289) with Abbott Rapid Diagnostics Informatics, Inc. for software modules related to laboratory testing, extending the agreement term through April 24, 2024 (May 14, 2022 through April 24, 2024) for a revised full agreement term of May 15, 2016 through April 24, 2024, and adding \$35,514 for a revised total agreement amount not to exceed \$300,216.

Approved

- 31.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Second Amendment to the Physician Services Agreement with Lucile Salter Packard Children's Hospital at Stanford (LPCH) to provide retinopathy of prematurity (ROP) screenings services, extending the term by twenty-four months (September 1, 2022 to August 31, 2024) for a revised full agreement term of September 1, 2018 to August 31, 2024 and adding \$90,000 for a revised not to exceed amount of \$270,000 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% (\$9,000) of the original contract amount.

Approved

- 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 Francis M. Wright Jr. M.D. to provide obstetrics and gynecology physician services, extending the term by twelve months (July 1, 2023 to June 30, 2024) for a revised full agreement term of July 1, 2021 to June 30, 2024 and adding \$200,000 for a revised not to exceed amount of \$300,000 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% (\$10,000) of the original contract amount.

Approved

- 33.** Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 3 to the agreement (A-12966) with Salinas Valley Memorial Healthcare Systems (SVMHS) for laboratory testing services, extending the agreement for an additional four (4) year period (retroactively from November 1, 2021), for a revised full agreement term of July 1, 2015 through October 31, 2025, and adding \$782,000 for a revised total agreement amount not to exceed \$1,899,000.

Approved

- 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 Monterey Anesthesia Professionals (MAP) to provide anesthesia services, extending the term by twelve months (January 1, 2023 to December 31, 2023) for a revised full agreement term of January 1, 2021 to December 31, 2023 and adding \$7,800,000 for a revised not to exceed amount of \$19,800,000 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 exceed 10% (\$1,200,000) of the original contract amount and do not significantly change the scope of work.

Approved

Health Department

- 35.** Adopt a further Resolution amending Article I.d. of the Monterey County Master Fee Resolution effective July 1, 2022, to add certain fees related to the Health Department's Clinic Services Bureau (Clinic Services) pursuant to the attached Fee Schedule.

Adopted

- 36.** a. Approve and authorize the Director of Health or the Assistant Director of Health to sign a Memorandum of Understanding between the County of Monterey and Monterey Peninsula Unified School District to provide school-based education on the adverse effects of cannabis use by youth for the term of upon execution date through September 30, 2023; 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 cause an increase of more than ten percent (10%) (\$0) of the original contract amount.

Approved

- 37.** a. Authorize the Director of Health, or Assistant Director of Health to execute Amendment No. 4 to Apexus 340B Prime Vendor Program Participation Agreement (“Letter of Participation”) with Cardinal Health 110, LLC. and Cardinal Health 112, LLC. (Cardinal) to extend the term one (1) additional year with the option to extend, based on ninety (90) days’ written notice, for one (1) additional three (3) year period, for a total not to exceed maximum of four (4) years for the purchase of discounted outpatient pharmaceuticals; and
- b. Authorize the Director of Health or Assistant Director of Health to sign up to two (2) future amendments to this Letter of Participation where the amendments do not extend the term of the Letter of Participation and do not significantly change the scope of work; and
- c. Authorize the Director of Health or Assistant Director of Health to exercise the option to extend, based on ninety (90) days’ written notice, which, if exercised, shall extend the term for one (1) additional three (3) year period, for a revised full term of July 1, 2018, to August 31, 2026.

Approved

- 38.** a. Approve and authorize the Director of Health to execute a Standard Agreement with Clinicians Telemed Medical Group, Inc., for the term September 1, 2022 through September 1, 2023 in the total Agreement amount not to exceed \$98,000; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
- c. Approve and authorize the Director of Health or Assistant Director of Health or their designees to sign up to three (3) future amendments to the Agreements where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (\$9,800) of the original cost of the agreement.

Approved

- 39.** a. Approve and authorize the Director of Health or the Assistant Director of Health to execute Amendment No. 2 to the Health Literacy Project agreement with Community Foundation of Monterey County, for the provision of education and outreach support services by Community-based Organizations, adding Exhibit C: Data Sharing and Use Agreement (CBOs), with no change to term of agreement; 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

- 40.** a. Authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2, effective September 1, 2022, to a Platform License Agreement, No. A-14686, between the County of

Monterey and Conduent Health Communities Corporation (CHCC) adding Claritas Consumer Expenditures data to the CHCC Platform and adding \$10,000 for a total aggregate amount not to exceed \$180,000 for a term of April 15, 2020 through June 23, 2025; 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

- 41.** Approve and authorize Credit Consulting Services, Inc., to initiate legal action procedures on behalf of the Health Department Environmental Health Bureau, on uncollected debt accounts as part of its debt collections service agreement.

Approved

- 42.** a. Approve and authorize the Contracts/Purchasing Officer to execute a five (5) year Lease Agreement, effective September 1, 2022 with SIBS, A Limited Partnership, for 12,122 square feet of general office and warehouse space at 632 East Alisal Street, Salinas, California, for use by the Health Department's Public Health Bureau's Women, Infants, and Children Nutritional Program; and
- b. Authorize the Auditor-Controller to make lease payments of \$11,851 per month in accordance with the terms of the Lease Agreement; and
- c. Authorize the extension of the Lease Agreement for two (2) additional three-year terms under the same terms and conditions and make minor revisions to the Lease Agreement if deemed to be in the best interest of the County by the Contracts/Purchasing Officer and subject to review and approval as to form by the Office of the County Counsel and review and approval of fiscal provisions by the Auditor Controller's Office.

Approved

- 43.** a. Authorize the Director of Health or Assistant Health Director to execute a Data Processing Agreement between the County of Monterey and Qualtrics, LLC for the provision of a survey software platform subscription hosted by the vendor and professional services as needed in the amount of \$30,000 for Fiscal Year (FY) 2022-23, \$65,000 for Fiscal Year (FY) 2023-24, and \$65,000 for Fiscal Year (FY) 2024-25, in an aggregate amount not to exceed \$160,000; and
- b. Approve non-standard risk terms regarding indemnification and insurance provisions 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%) (\$16,000) of the original Data Processing Agreement amount and do not significantly alter the scope of services.

Approved

Criminal Justice

- 44.** Approve and adopt a Resolution amending Article VII of the Monterey County Master Fee Resolution

effective October 1, 2022, to adjust fees relating to services provided by the Sheriff's Office.

Adopted

General Government

- 145.** a. Authorize the County Administrative Office, Office of Community Engagement and Strategic Advocacy ("CAO OCEA") to accept a grant (Subaward XC21 04 0270, Cal OES ID 053-00000), in the amount of \$220,927 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 the grant period January 1, 2022, to December 31, 2022; and
- b. Authorize the Assistant County Administrative Officer (ACAO) overseeing the OCEA or the ACAO's designee to execute amendments to existing operational agreements extending term to December 31, 2022, and distributing a total of \$220,927, 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
- c. 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, 2023. -

Approved

- 46.** Approve and authorize a \$5,000,000.00 increase to the Countywide Service Agreement for Custodial Services based upon criteria set forth in RFP #10710, for a total aggregate amount not to exceed \$15,000,000.00.

Approved

- 47.** Approve the submission of four (4) entries to the 2022 California State Association of Counties (CSAC) Challenge Awards competition: 1) District Attorney Office Cold Case Task Force (CCTF); 2) Civil Rights Office - Youth Presentations; 3) Civil Rights Office - Employee Resource Groups; and 4) Civil Rights Office - Online Self-Paced Mandated Civil Rights Training.

Approved

- 48.** a. Approve and authorize the Assistant County Administrative Officer, or his designee, to sign an amendment to remove certain payment provisions from the Agreement with Mynt Systems to undertake an Energy Assessment at both the Natividad Jail Complex and Schilling Place;
- b. Provide other direction to staff as appropriate.

Approved

- 49.** Authorize the County Assistant Administrative Officer or his designee to enter into a non-standard

agreement with the Civicwell for the CivicSpark Fellowship to bring on one CivicSpark fellow to assist in the implementation of the Municipal Climate Action Plan and in stakeholder engagement and outreach for the County Climate Action plan at a cost of \$29,000 funded through the Sustainability Program Budget with a term ending on December 31, 2023.

Approved

50. Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: June 2022.

Approved

Housing and Community Development

51. Approve a request to rollover FY 2021-22 ARPA funds to FY 2022-23 allocated to the Civil Rights Office in the amount of \$17,912 for Equal Opportunity Plan (EOP) Implementation and Title VI & Title VII Training support.

Approved

52. Approve a request from the North County Fire Protection District for dry period loan of \$2,000,000 for the Fiscal Year ending June 30, 2023

Approved

53. Adopt a resolution to:
Authorize the Auditor-Controller to amend the FY 2022-23 County Administrative Office 001-1050-CAO038-8514 to increase appropriations by \$50,000 for ARPA Wine Signage Program, financed by an increase in non-program revenue 001-1050-CAO019-8041 funded by American Rescue Plan Act ("ARPA") revenue (4/5th vote required).

Approved

54. a. Approve Standard Agreement with the California Coastal Rural Development Corporation (CCRDC) to manage the day-to-day operation of the County's Small Business Revolving Loan Fund (SBRLF); and
b. Authorize the County Contracts/Purchasing Officer or designee to execute an Agreement with the California Coastal Rural Development Corporation (CCRDC) for a five (5) year term, from September 1, 2022 through June 30, 2027, in an amount not to exceed \$725,000 during the term of the agreement.

Approved

55. a. Approve a Professional Services Agreement with Wood Environment & Infrastructure Solutions,

Inc., to conduct a programmatic-level environmental analysis for outdoor commercial cannabis pilot program operators, Request for Proposals #10840, in a not to exceed amount of \$261,939 for a three-year term commencing with the signing of the Agreement through July 31, 2025;

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Manager to execute this Agreement and future amendments that do not significantly alter the scope of work and/or change the amount by more than 10 percent.

Failed

Public Works, Facilities and Parks

- 56.** a. Approve Renewal and Amendment No.1 to the Non-Standard Agreement A-14198 between the County of Monterey and Invers Mobility Solutions, Inc. to increase the not to exceed amount to provide related technology services by \$18,900, for a total amount not to exceed \$117,400 and extend the term retroactively from July 1, 2022 to June 30, 2023; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal and Amendment No.1 to the Non-Standard Agreement A-14198 and up to one (1) additional year, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional cost per year does not exceed ten percent (10%) of the cost of the prior year

Approved

- 57.** Introduce, waive reading and set a hearing for September 27, 2022, at 1:30 p.m. to consider findings per Policy CV-2.19 of the Carmel Valley Master Plan, adoption of an ordinance amending Ordinance 499 to abandon the Official Plan Lines for the unacquired portion of Rio Road, and adoption of a resolution to rename the northerly segment of Rio Road to Village Park Road:
- a. Pursuant to the California Environmental Quality Act (CEQA) find that adoption of the proposed ordinance and road renaming involve a negligible change to existing streets and such minor alterations to land qualify respectively as Class 1 and Class 4 categorical exemptions pursuant to CEQA Guidelines Sections 15301(c) - existing highways and streets; and 15304 - minor public alterations in the condition of the land and there are no exceptions pursuant to CEQA Guidelines Section 15300.2.
- b. Introduce, waive reading, and set a hearing for September 27, 2022, at 1:30 p.m., to consider:
1. Finding that the abandonment of the Official Plan Lines of the portion of Rio Road between the two segments of Rio Road currently constructed, being approximately that portion from Engineer's Station 6+77.8 to 39+72.02, as said Official Plan Lines and said Stations are shown on map filed in the Office of the County Recorder in Volume 2 of Official Plan Lines, at Page 55, is in conformity with Policy CV-2.19 of the Carmel Valley Master Plan, a part of the Monterey County General Plan;
 2. Adoption of an ordinance amending Ordinance 499, being the Streets and Highways Plan of Monterey County, deleting a portion of Section 3ww and Section 8ww of the Official Plan Lines of the Rio Road Extension; and
 3. Adoption of a resolution to rename that portion of Rio Road northerly of Engineer's Station 39+72.02 to Village Park Road.

Proposed CEQA Action: Find that the proposed ordinance and street renaming is categorically

exempt as Class 1 and Class 4 categorical exemptions pursuant to CEQA Guidelines Sections 15301(c) - existing highways and streets; and 15304 - minor public alterations in the condition of the land and there are no exceptions pursuant to CEQA Guidelines Section 15300.2.

Approved

- 58.** Approve and authorize the Monterey County Laguna Seca Representative to:
- Execute a retroactive Standard Agreement between Robert Joseph Poma dba POMA Electric and the County of Monterey to provide temporary power electrical services for events held at WeatherTech® Raceway at Laguna Seca, with a term from May 1 through December 31, 2022, for an amount not to exceed \$99,000; and
 - Execute up to three (3) future amendments to the Standard Agreement where the total amendments do not exceed 10% (\$9,900) of the Agreement amount and do not significantly change the scope of work, subject to County Counsel approval.

Approved

- 59.** a. Approve submittal of a grant funding application for the CSA-75 Chualar Wastewater System Consolidation Project to apply for a \$4.4 million planning grant from the State of California - Clean Water State Revolving Fund grant program;
- Adopt a Resolution authorizing the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as agent for the County in processing all documentation to secure these funds; and
 - Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

Approved

- 60.** Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Second Amendment to the Wireless Communication Site Lease Agreement between the County of Monterey and New Cingular Wireless PCS, LLC, for certain Real Property located at 1410 Natividad Road, Salinas, California to modify and/or replace wireless equipment, increase the lease fee, update the notices section of the Agreement, and extend the term of the Agreement.

Approved

Please refer to the Board Orders for the approved and adopted Agreement, Resolution and Ordinance numbers.



Monterey County

Item No.46

Board Report

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

Legistar File Number: A 22-491

September 13, 2022

Introduced: 9/1/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Chief Information Officer to execute a non-standard Agreement with Spinitar for Board Chamber Audio Visual & Broadcast System Upgrade project services, set forth in Request for Proposal (RFP) Number 10776, in the amount of \$2,016.247 for the term of October 3, 2022 through October 3, 2025; and
- b. Authorize the Chief Information Officer the option to execute up to three (3) additional amendments to this Agreement, each extending the term by one year, where the additional costs per year do not exceed ten percent (10%) of the cost of the prior year, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.
- c. Consider adopting a resolution to:
 - i. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations in the Information Technology Department (ITD) 1930, Appropriation INF002 by \$2,016,247, where the funding source is PEG Fee Restricted Fund Balance (Fund 001-3042, Sub-BSA 193-P), for funding the Board Chamber Audio Visual and Broadcast System Upgrade (RFP 10776) (4/5ths vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Chief Information Officer to execute a non-standard Agreement with Spinitar for Board Chamber Audio Visual & Broadcast System Upgrade project services, set forth in Request for Proposal (RFP) Number 10776, in the amount of \$2,016.247 for the term of October 3, 2022 through October 3, 2025; and
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SUMMARY:

The Information Technology Department (ITD) solicited a Request for Proposal, Board Chamber Audio Visual & Broadcast System Upgrade (RFP #10776). Spinitar was awarded the contract to

design, update and provide technology upgrades to the Monterey County Board Chamber.

DISCUSSION:

On March 1, 2021, the Information Technology Department submitted a Request for Proposal through the Contracts & Purchasing Department. The County received six (6) proposals and through a thorough evaluation process Spinitar was selected and awarded this project.

In line with the RFP requirements, Spinitar submitted a proposal and has agreed to upgrade multiple audio-visual systems and services throughout Monterey County. The following areas are included in this project; Board Chamber redesign and updated production services, broadcast headend equipment, installation of digital signage & kiosks located at the Government Center and Schilling building lobby and update portable broadcasting system. In addition, the SeaCave room will be outfitted for a Press Conference area and the Monterey Room will be outfitted with additional technology to be used as a backup boardroom.

This project is expected to be a multi-year upgrade, and with coordinated effort to limit the disturbance of Monterey County's business operations.

The Chief Information Officer recommends the approval of this Agreement for audiovisual upgrades to the County's presentation and broadcast technologies systems.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the non-standard Agreement with Spinitar.

FINANCING:

Any required funding will utilize resources from Fund 001, BSA 3042 Restricted Fund -Balance - General, Sub BSA 193-P Restricted PEG Fee Fund Balance, which has a current available balance of \$5,284,277.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Board's approval of the recommended agreement will address the County's outdated video and audio equipment and update the Board Chambers and areas throughout the County where public hearings and business operations are conducted.

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by:

Date: _____

Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Agreement

Exhibits A-F

Resolution



Monterey County

Item No.

Board Report

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

Legistar File Number: A 22-491

September 13, 2022

Introduced: 9/1/2022

Current Status: Agenda Ready

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

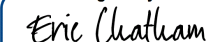
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X Economic Development
X Administration
X Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by:

DocuSigned by:

Eric Chatham

Date: 9/2/2022 | 1:59 PM PDT

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Eric A. Chatham, Chief Information Officer, 759-6920

Legistar File Number: A 22-491

Attachments:

Agreement

Exhibits A-F

Resolution

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:

_____,
(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:

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:\$

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from _____ to _____, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<hr/>	<hr/>
Name and Title	Name and Title
<hr/>	<hr/>
Address	Address
<hr/>	<hr/>
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	
By:	_____		_____
	Contracts/Purchasing Officer		Contractor's Business Name*
Date:	_____		
By:	_____	By:	_____
	Department Head (if applicable)		(Signature of Chair, President, or Vice-President) *
Date:	_____		
By:	_____		_____
	Board of Supervisors (if applicable)		Name and Title
Date:	_____	Date:	_____
Approved as to Form ¹			
By:	_____	By:	_____
	County Counsel		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Date:	_____		
Approved as to Fiscal Provisions ²			_____
			Name and Title
By:	_____	Date:	_____
	Auditor/Controller		
Date:	_____		
Approved as to Liability Provisions ³			
By:	_____		
	Risk Management		
Date:	_____		

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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

***Audiovisual Proposal for:
The County of Monterey
Chamber, Broadcast, & Digital Signage Systems***



Prepared by:
John Neal



Spinitar

August 26, 2022



This Proposal – Scope of Work EXHIBIT A is between the County of Monterey, a political subdivision of the State of California, (hereinafter referred to as "COUNTY" OR "YOU"), and Spinitar (hereinafter "CONTRACTOR" or "WE").

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TABLE OF CONTENTS

- ❑ **Cover Letter**
- ❑ **Executive Summary**
- ❑ **System Descriptions & Scope of Work**
 - Chamber & Production
 - Broadcast Headend
 - Lighting Control System
 - Broadcast Lighting
 - Digital Signage/Kiosks
 - Portable Systems
 - Sea Cave Room – Video Production Room
 - Monterey Room – Zoom and Backup Meeting facility
- ❑ **Post Installation**
 - Training
 - Documentation
 - Spares
 - Systems Monitoring & Management
 - Service & Warranty
 - Manufacturer Warranty Support
- ❑ **Project Approach & Schedule**
 - General Plan of attack
 - Labor Plan
 - Phased Approach
 - Design and Engineering
 - Subcontracts
 - Samsung
 - Four Winds Interactive
 - 1 Beyond
 - Johnson Electronics
 - Coordination
 - Project Kickoff
 - Owner Furnished Equipment
 - Network Coordination
 - GUI Review
 - Commissioning and System Testing
- ❑ **Invoicing Plan**
 - Incremental Billing Plan
 - Invoicing
- ❑ **Attachments**
 - **Cost Proposal**
 - Pricing Summary
 - Detailed Equipment & Labor Breakout
 - **Proposed Labor Plan/Schedule**

❑ **Executive Summary**

This proposal addresses the following systems and services

- Chamber & Production (168 W Alisal Street Rd.)
- Broadcast Headend (1590 Moffett Rd.)
- Digital Signage/Kiosks (Alisal & Schilling Lobbies)
- Portable Systems – Ad Hoc and in conjunction with Sea Cave Rm
- Sea Cave Room – Communications Production Facility
- Monterey Room – Zoom Room & Backup Meeting facility
- Post Install:
 - Spares
 - Systems Monitoring & Management
 - Warranty & Support Services

Spinitar will provide AV Systems in areas listed above and as listed in the System Descriptions below to allow for in-Chamber speech reinforcement and AV Presentation, HD Recording, Community Broadcast and online Streaming of Chamber proceedings. All existing equipment that is old or does not provide required performance or features will be replaced. As listed in this proposal, very few components will be reused.

A portable package of audio and video components and subsystems is included to allow for capture and immediate or future broadcast of Press Conferences or other events involving up to two people outside of the Chamber.

We have a proposal to upgrade the Monterey Room for use as a limited functionality Backup Boardroom system. It can be switched back to the existing Zoom Room mode with a push of a button.

The Sea Cave Room will be turned into a Communications Production Room for the capture of Zoom Conferences, Public Address, and Interviews.

Due to the importance that the County places on continued operation of the Chamber AV and Broadcast System, we have planned extensively for a resilient design, inclusion of critical spare components to allow for restoration of service using on-site parts, and rapid remote and on-site services to implement repairs.

❑ System Descriptions & Scope of Work

○ Chamber

Video Display System

The Display System for the audience in the Chamber will be handled by (2) 130" LED Walls behind the Dais and (2) 85" Displays to support the back rows.

The Display System for the members, Clerks, and other staff at the front of the room will be handled by 22" LCD Displays for every seat.

Video Walls

We will install (2) Samsung 130" diagonal (9.5'w x 5.3'h) LED Video Wall on the wall behind the Dais. The 1.5mm pitch of the LEDs will result in 1920 pixels across by 1080 high. This will allow what is known as 1080p or Full HD resolution. This is the standard resolution standard that will be used for all video capture and distribution.

The cabinetry on the back wall will be cut down to approximately 54" above the raised Dais Floor. A border board, much like a fireplace mantle, will be placed at that elevation and the video wall will be above that with approximately a 9" upper and lower border to allow for easy air movement behind the walls to keep them cooled.

Each wall may have different video sources routed to it if desired. Installation will be by Samsung.

85" LCDs at back of Room

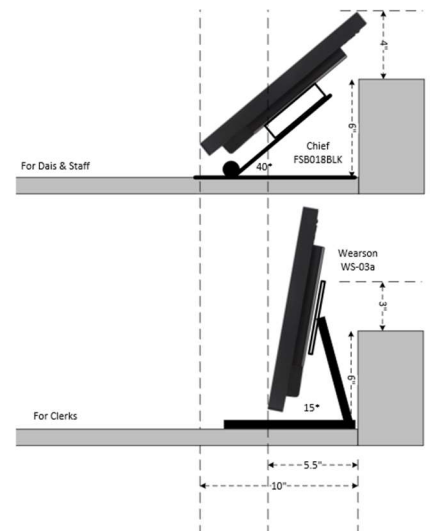
We will mount (2) Samsung 85" LCD Displays from the ceiling in the back half of the room. They will be mounted off to the sides pointing diagonally in to minimize obstructing camera views from the back wall.

22" Monitors

A 22" Crestron Touch Monitor will be placed in front of each of the 14 Dais members, 2 Clerks, and 2 Staff members. Each Touch Monitor can provide a combination of Control Functions, Video Window, and access to PCs.

The Dais and Staff monitors will be mounted on Chief mounts that can fold back fairly flat to minimize obstruction of cameras viewing member faces.

The Clerk Monitors will be mounted with Wearson WS-03a mounts that can articulate more upright for better viewing by the Clerks.



- Board members will be able to:
 - Log into their seat so the System knows who is sitting where (for use with Camera Presets and automatic Name Titles)
 - Have basic controls such as Microphone Mute and Video Mode selection
 - View Presentation Content
 - Video window with controls on the side or toggling full/partial screen video by touching the image.
 - View Broadcast
- Staff Members will have the same capabilities.
 - We do have a PC allocated to each seat to allow, at the least, viewing of the agenda via Votecast or perhaps PDF version of the Agenda if you do not wish to make VoteCast available to them
- The Clerk's Panel will have:
 - Full control of the system within the limits we agree on during the Design Phase.
 - Ability to preview any video signal
 - Ability to send the AirMedia Access Code to the Lectern
- The Clerk will have three monitors (Clerk 2 will have two) that may view and control either of the two Clerks' PCs, the Presentation PC, Zoom VTC PC and an extra VTC that will not be distributed to others or broadcast but will be used strictly by the Clerk to administer Zoom Calls.

Video Presentation Sources

Video Presentation Sources will include:

- Lectern Laptop
- ADA Laptop Input/OFE Document Camera
- Staff 1 Laptop
- Staff 2 Laptop
- Clerk1 Laptop
- Clerk2 Laptop
- AirMedia (Wireless Presentation) (County Network)
- AirMedia (Wireless Presentation) (Public Network)
- Presentation PC
- Incoming Videoconference PC
- Vote Results

We will provide a Presentation PC in the AV Racks that may be viewed and controlled by either Clerk. Control may be also assigned to either Staff member, or someone at the Lectern. A Logitech Spotlight presentation tool (sometimes called a Clicker) will be available for use at the Lectern to advance slides. The County is responsible for loading PowerPoint or other applications on this PC. Each Clerk and Staff member will have a Logitech Wireless Keyboard and Mouse that may be used for this or other PCs to be described later.



We will provide (6) locations to connect Laptops to the system via HDMI Cable.

At each of the two Clerk's stations, we will provide an HDMI Input plate on the backsplash. The plate will also include a USB 2.0 link to whatever PC the Clerk's Keyboard is actively assigned to. Primary intent is for connection of Thumb Drives.

At the Staff and Lectern locations, we will replace the existing Altinex Pop'n'Plug Jr Table Boxes.

These are similar to the ones that are already in these locations except that the VGA Jack has been replaced with an HDMI jack, and they will be new so you do not need to hold the spring loaded top open by hand. Your existing Document Camera may be connected to the Pop'n'Plug at the ADA Lectern location.

If the Clerk assigns Wireless Keyboard & Mouse control of the Presentation OC to the Staff or Lectern, their USB jack will also be available as a USB 2.0 link to the Presentation PC. At all other times, the Staff's Keyboard, Mouse, and USB jack will be assigned to their own PC (typically used for reading the Agenda).



We will also provide a Crestron AirMedia 3200. This device will allow connection and presentation of laptops and personal devices via WiFi. The appliance has (2) Network connections so that it can be connected to via the County or Guest WiFi Networks.

The 4-digit pin code shall be privately distributed to Dais, Clerk, & Staff Monitors as well as the Lectern Touch Panel without being seen on the Room Displays.

Logo Player

The system includes a Digital Media Player to play still or motion graphics. The intent is to allow a logo to be displayed when presentation content is not being presented and it is not desired to display the Broadcast signal. It is an alternative to a blank screen. We will load and provide for playback of a still or motion file for each Meeting Group provided by the County.

Vote Results Display

The County shall provide a Granicus PC that will be used to display the results of the Granicus Votecast application.

Audio System

The Audio System design will be converted to nearly all digital. We will be using Dante Transporter modules under the Dais, Staff Table, and Lectern to convert all microphone to Dante digital audio for transport over the network. This also gives us a very simple means of turning the Mute Status LED on the Mic Mount on and off by issuing commands over the network. There will be far fewer cables in the new system.

We will be providing 27" Clock Audio Gooseneck Microphones (the longest size) at all positions except the Staff Tables. Because their Worksurface is shorter than the Dais and Clerk Tables, a 23" microphone will provide a similar reach.

Any length microphone may be plugged in or removed from the Clock Audio Mic Base with integrated Mute Switch and Tri-Color LED.



At the Dais and Clerk Tables, the audio will be reinforced through small RDL Speakers mounted in the backslash in front of each member. Each speaker will get a unique mix tailored to that location to minimize the potential for feedback.



At the Staff Table and at the Lectern, the cabinetry is not being modified, and we will mount (2) small speakers on the Staff desktop, and (1) each on the upper and lower (ADA) Lectern surface.



We will be installing new ceiling speakers in the Chamber Ceiling, dividing the space into smaller more controllable zones and adding amplification so each speaker need be no louder than necessary rather than just as loud as loudest speaker needs to be. There will be virtually no chance of feedback with a properly design audio system. The front row of speakers appears to have been added more recently and will probably not need to be changed. A decision will be made after detailed on-site analysis during the Engineering Phase.



We will refresh your Listen Technologies Assistive Listening System (ALS). It provides RF directly to your existing digital receivers. We will replace your existing Transmitter and Antenna in the Production Room. A new WiFi Transmitter also provides a Network feed which you can connect to your Guest WiFi (if you wish) to allow people to listen using their existing Phone

and earbuds. Per ADA (Americans with Disabilities Act), you need to have at least (10) receivers. You have many more than this (with chargers) and do not need more.

Translation System

We will add a second Assistive Listening Transmitter which will be used to distribute Spanish audio (when translation is available) (Transmitter already sold and installed in Triage Phase). We will also provide a PC dedicated for Spanish Translation via Zoom. The incoming audio on this PC will be routed to the 2nd ALS Transmitter.

Mode 2 – Selected by Clerk or Producer

When the person speaking at the Lectern is speaking Spanish (or another language that needs to be translated), the remote Translator will translate the Lectern Microphone audio to English and responses from the Board to Spanish. When in this mode, both the incoming English and Translated Audio will be amplified through the Speaker System. (Exact details of operation to be finalized during the design phase.)

Speaker Distribution/Overflow

During a meeting the active audio may be distributed to existing speakers in Overflow spaces including:

Closed session conf room 1032 – 2 speakers

Breakout room 1034 – 1 speaker

Constituent conf room 1035 – 2 speakers

Interview Rm 1036 – 2 speakers

Breakout room 1037 – 2 speakers

Open office 1069 – 3 speakers

Monterey Room 2092 – 8 speakers

The existing speaker in each of these rooms will be reused. New amplification will be added and the volume controls on the wall in each room will be reused. The exception is the Monterey Room. In this room, we will add an NVX Receiver and a new HDMI input for the Matrix so that room can select to view the Chamber Broadcast.

Control System

Overview

The Chamber AV System will be primarily controlled by one of the 22" Panels at either Clerk position, with duplicate controls available to the Producer at the Production Console. Each Board member can control their own Mic Mute from their Touch Monitor or the pushbutton on the Mic Jack. Board members can also select Presentation or Broadcast video, although Presentation will automatically override and appear on their screen at the start of any presentation. And the Chair can control the Lectern Microphone and Speaker Timer (as can the Clerk and Producer.) The Producer will have extensive additional controls for Production that will be described later in this proposal.

Clerk Station

The Clerk will have (4) Touch Monitors. The left monitor is intended to always show the Control Panel with Video Preview capability. The other three monitors can each be assigned to any PC. The Clerk may touch any of these monitors to select what PC is displayed on that monitor. The Clerk will have a Wireless Keyboard and Mouse which they can assign to any of the three monitors by Touching the Monitor and selecting Kybd/Mouse Control button. The second Clerk position will work the same except they will only have (3) Touch Monitors.

- MON 1 – Touch Control and Video Preview (PC not controllable)
 - MON 2 – Clerk PC (or any PC)
 - MON 3 Agenda (Legistar) (or any PC)
 - [2 instances of Legistar (1 current, 1 old for copying)
 - MON 4 Presentation, Zoom, Clerk's Zoom PC (or other PC)
 - Need to be able to Route Clerk Zoom to CHAIR's MON
- The Clerk will always have access to a "Public On/Off" button to enable and disable any audio or video from leaving the room. You can still keep phone and VTC enabled if you choose, but the Public button will be Yellow rather than Green or Red to confirm that some signal is enabled. Audio to remote rooms and Assistive listening would be cut off with Public Off.

Lighting Control

Adjacent to the Clerk are existing Dimmers and Switches to control the Chamber Lighting and Shades.

We will eliminate the switches in the Clerks area and provide an integrated Dimming System that will be installed in the Electrical Room (just behind the Chamber). We will provide a Crestron CAEN Lighting Control Frame, Dimmer modules, and interface devices for the Fluorescent Ballasts.

Simple Lighting Presets will be available at the Clerk and Production Touch Panels. Also, we will provide (2) 2-button On/Off controls that will be

installed near the Production Room Door and the Door to the back hallway NE of the Dais.

We will move the Shade Controls to the Crestron Relay controller, and provide Blackout & Sun Shade controls on the Clerk and Production Touch Panels.

Chamber Chairs

We will provide new chairs for the Dais, Clerk and Staff.

The Dais will get (14) La-Z-Boy black Aberdeen high-back Executive Chairs. These leather chairs have adjustable seat height and tilt. The maximum width is 29". The maximum height at the top of the back is 49".

The Clerks and Staff will get (6) of the La-Z-Boy black Arcadian series chairs. These leather chairs also have adjustable seat height and tilt. The maximum width is 23". The maximum height at the top of the back is 46". These are slightly shorter to help reduce obstruction of audience view.

- **Chamber Production**

The Production System is responsible for combining the Microphone, Presentation, and Conference audio with Camera, Video Conference, and Presentation signals into a signal ready to broadcast. This signal will be sent to the Broadcast System at the Moffitt ITD building.

We will also be combining the incoming Spanish Translation Audio from the Spanish Zoom PC with the active Broadcast Video to create a second stream to be sent to the Broadcast facility for the new "Spanish Channel". See details in the Broadcast section.

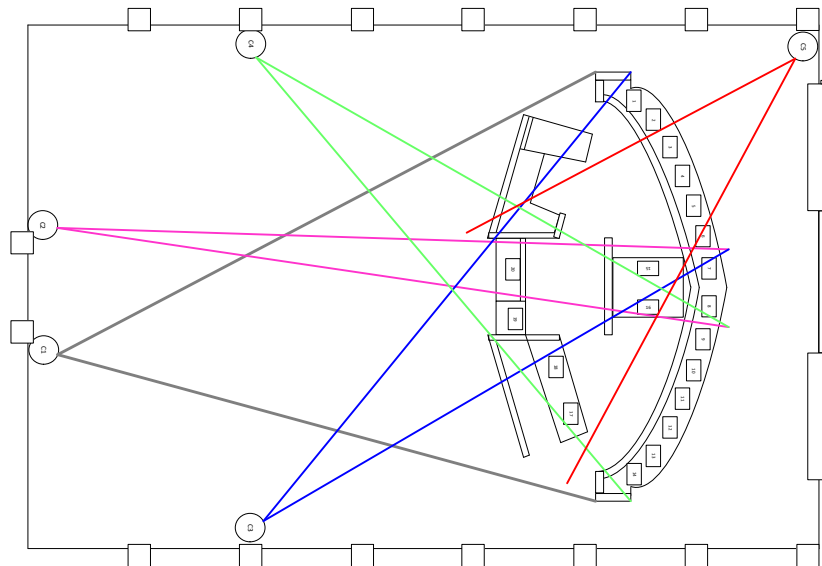
Production Equipment

Cameras

We will be providing (5) Vaddio RoboShot 40 UHD for the Chamber. These are equipped with Vaddio's "Tri-Sync" technology that allows presets to be recalled with simultaneous Pan, Tilt and Zoom. It is easy to not think about this being a feature we expect, since human camera operators have been doing this for almost a hundred years. But it is relatively new to automated cameras. The 3840x2160 UHD (think 4K) image sensor is important in its ability to zoom in 20x from the back of the Chamber. And, if needed, it can continue zooming using the extra UHD pixels while still continuing to output 1080HD.

We will place:

- C1) One camera on the back wall for the "Wide Shot"
- C2) A second Camera at the back for the "Center Dais Closeups"
- C3) A Camera on the Chamber Right for "Dais Left Closeups"
- C4) A Camera on the Chamber Left for "Dais Right Closeups"
- C5) A Camera on the Front Side Wall for the Staff Table and Lectern Areas

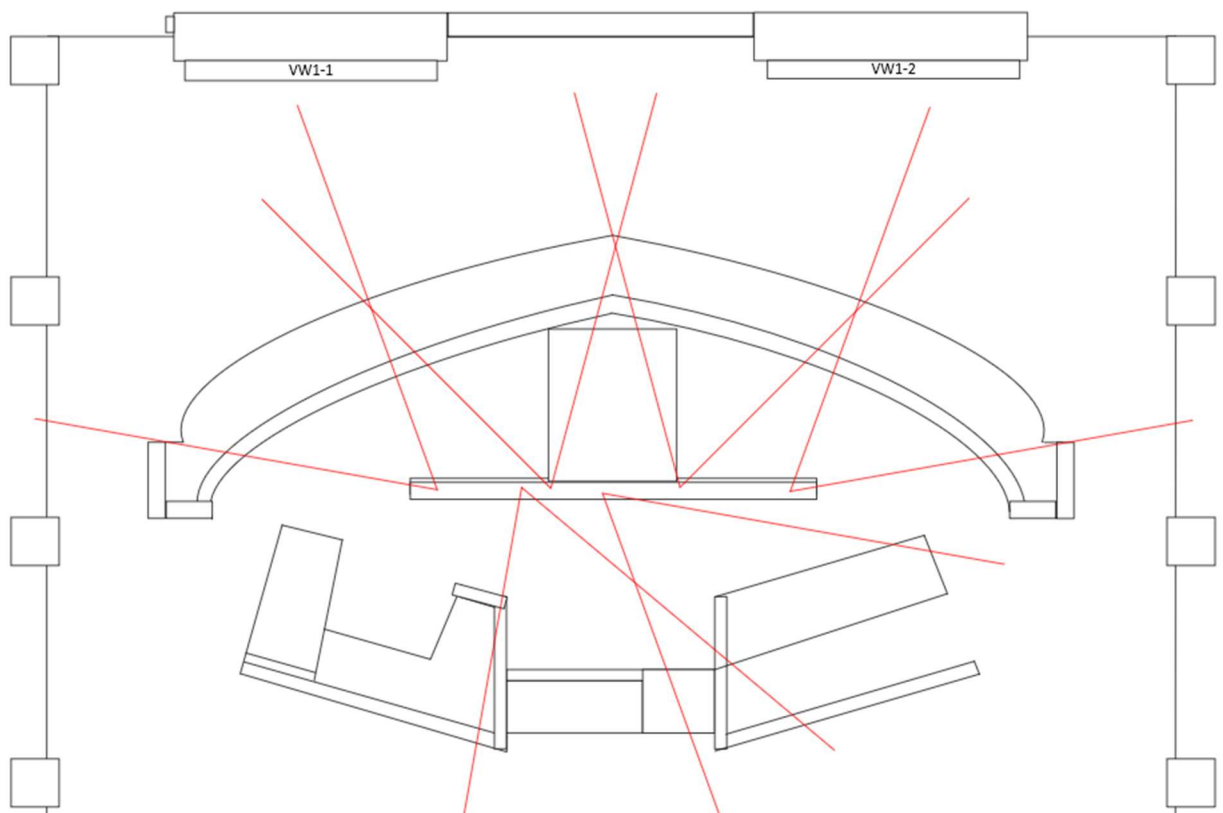


Broadcast Lighting

In order to provide better lighting for the Dais, Staff & Lectern, we will provide and install (6) LitePanels Gemini 1x1. These fixtures will be controlled via DMX 512 from the Touch Panel and have the ability to color match other room lighting.

We have included 60* honeycomb louvers to keep the light off of the Video Walls.

The fixtures will be suspended from the ceiling in a line that is just in front of the current projector position. With the fixtures suspended from a mounting bar above the ceiling line, Four will be pointed at the Dais, one at the Staff Table and one at the Lectern Area.

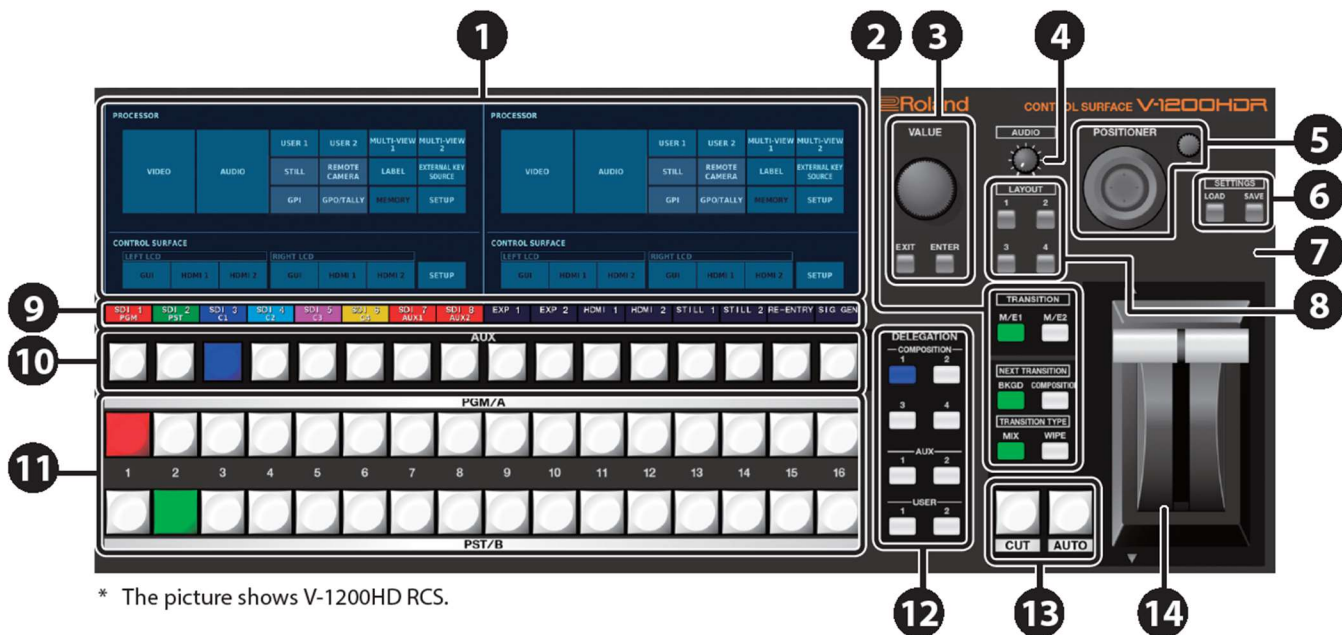


Production Switcher

The heart of the Production System is the Production Switcher. We will be providing the Roland V1200HD. This unit is unique in its ability to offer all of the standard switching features of any Production Switcher, but be completely remote controlled by the Crestron System. This device accepts up to (6) SDI Inputs (more with expansion module), and (2) HDMI Inputs. We will be using it for (5) Cameras and (2) HDMI inputs for active Presentation and Video Conference. Note that the signals flow through the electronics module which will reside in the Equipment Rack. The Controller simply connects with a single Ethernet Cable and sits on the Production Console.



Using Crestron Programming, we have made the Switcher very easy to use – even in manual mode, by being able to recall single and multi-window layouts.



* The picture shows V-1200HD RCS.

Brief Technical explanation of Switcher usage overview

Row 9 shows the names we have electronically labeled each source (Wide Cam, Dais Left, Presentation, VTC, etc.).

The top of row 11 shows the current source highlighted in red.

The bottom of Row 11 allows selection of the "next" source highlighted in green. In Power Assist Automation mode, the system will select this source for you. As a producer, you simply press the "TAKE" button on the Touch Panel or "CUT" or "AUTO" dissolve button in area 13 and the switch

executes. In manual mode, the process is the same except you figure out who is talking and pick the next shot.

Row 10 (AUX BUS) will be used to select the signal being sent as the outgoing signal on a Video Conference. It will generally be the same as you are broadcasting, except when someone on the videoconference is talking. You would not want to send a delayed version of their own image back to them. It could be very disconcerting. So the automation will automatically select the best source – usually just a wide shot of the Chamber.

Character Generator

We are taking a slightly non-traditional approach to the Character Generator. I would rather not get too deep in this proposal. But, for any Video geeks reading this, suffice to say that we are laying the graphics on the Switcher Output, not on a Downstream Key. This is to simplify operation and allow an extra feature of the Switcher to be used for Video Conferencing. Rather than using the Row 10 source for keying graphics, we will use that row for Video Conference as described above and simply place layers of graphics on top as desired.

We will be using the ChyTV HD Pro. This was created by the same engineers that developed the Chyron CODI and so many other Broadcast Standard Character Generators. There are many features of this unit that offer unique capabilities. But the most important at the moment, is the fact that it can draw on data from files to layer on the broadcast signal. We will use this for taking Member Names and Agenda Titles from a common file (one per Meeting Group).

Matrix Switcher

As with the Broadcast Headend System, the Production System will have a KUMO 16x16 SDI Matrix Switcher to allow routing as needed. It will be intelligently controlled by Crestron. And, it will also have a Kumo button Controller for emergency backup or alternate usage as desired.

Backup Recorder

We will install the SPARE Cablecast VIO4 Video Server in the Production Room Rack. It will be able to record an extra copy of any video sent to the Broadcast facility.

We will also be providing one KiPro Go Multichannel HD Recorder in your Portable Kit. This could be used if there is ever need. We will also provide one year of Adobe Premier for use in case it is necessary to modify and/or export files from the VIO4 or KiPro.

Captioning

The VIO4 includes internal captioning ability when paired with their AI-based captioning Service. This can be applied in real-time as signals are broadcast, or onto any video files deposited onto the Server in non-real-time. Since the captions will not survive transport across the VBrick link to

the Broadcast Center at the ITD, we will not apply captioning at the backup VIO4 in the Production Room Rack. Captioning will be addressed again in the "Broadcast" section of this proposal.

Transport to the ITD Broadcast facility

The VBrick Encoder and Decoder current being used to send audio and video to the ITD cannot be upgraded from Standard Definition to High Definition. So we will provide a new Encoder & Decoder pair to send the video and English audio. We will provide a second pair to send the video and Spanish audio to the ITD as well.

Racks

We will install all production equipment into two new racks that will replace the two racks currently in the Production Room.

A new 8' production console will be provided as shown in the Production Room section. The rack equipment necessary to process video for the console displays will be located in the 11RU rack shown under the console, as will two micro PCs for the CG (Character Generator) System and the Miscellaneous functions PC.

Production Console

We will provide a freestanding console that will support two 43" 4K displays and a 32" Program/Test Monitor. Two monitoring speakers will also be on stands.

On the Desktop will be the Roland Video Switcher Controller, a 22" Touch Monitor (with Video Preview), a Camera Controller, and a wireless Keyboard & Mouse to allow control of any PC.

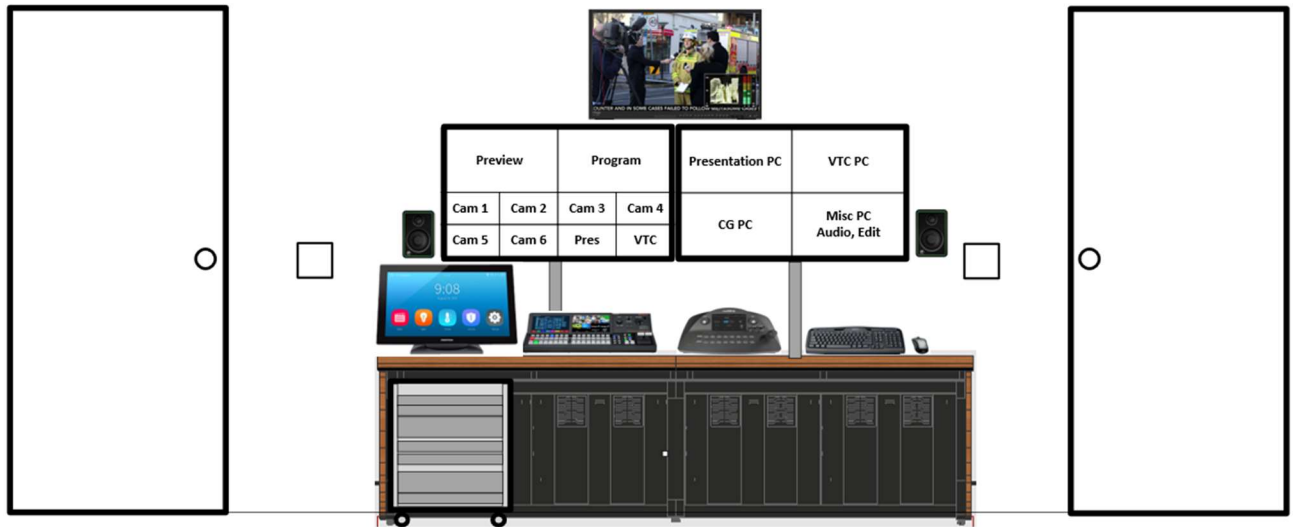
The left 43" Monitor will show the Multi-Viewer from the Roland Switcher. We will configure it to show the 5 cameras, the active Presentation, and the VTC PC.

The right monitor will actually show (4) 1080p signals on the one UHD Screen from:

- 1) The Presentation PC
- 2) The VTC PC
- 3) The CG Control PC
- 4) A Multi-purpose PC for Production Staff.
 - This PC can be used to show the Biamp DSP Audio Interface for diagnostic or administrative purposes.
 - This PC can be used for firmware updates, or remote access to any applicable equipment with remote access such as the Chamber Cameras or the Cablecast Billboard and Scheduling System.

A 32" Monitor will be above the 43" Monitors. HDMI sources may be assigned to this monitor via the Production Touch Panel. The Monitor will have Audio Metering capability that is enabled by default.

We will reinstall an existing Standard Definition TV on the wall to allow for confidence monitoring of the CATV signal being received from Comcast. A 11RU Rack is shown under the left side. This houses the interface equipment between the Console equipment and the two Main Equipment Racks on the on the opposite corner of the room.



○ **Broadcast Automation**

Camera Locations and Presets

For the Board Meetings, there will be one camera at the back that always has a wide shot. This may be full width to capture the entire room, or zoomed in to capture all applicable Board members. There will also be three "Closeup" Cameras for Left, Center and Right. If a camera needs to move to another preset for the same camera, the wide shot will always appear between the two shots so the camera image will never be seen while moving. If two people at the Dais are going back and forth in a discussion (more than once in x seconds), the system will pull out to a preset that encompasses both members. There is also a camera pointing at the Staff and Lectern Area that will utilize presets triggered by those microphones.

Camera Switching

The automation software operates in your choice of three modes:

- Full Automation – All cameras and position/zoom presets are selected and switched automatically based on microphone data, selected modes, and selected operational options
- Power Assist - All cameras and position/zoom presets are selected based on microphone data, selected modes, and selected operational options. However, the proposed Board shot is placed in Preview rather than program. The operator may use this suggestion or select another and then "Take" when ready.
- Full Manual – The Multi-window Layouts are automatically selected based on selected parameters. However, Board Camera/VTC selection is fully handled by the Production Operator.

Logo Player

Logos are prepared for every meeting group that will be using the room (County Board, Sanitation board, etc.). This is part of the Meeting Editor function (see Parliamentary System) This logo appears on the Touch Panels when there is no Presentation, Broadcast, or other video present. In "Full Automation" mode, the date and time will be placed over the appropriate group logo and this image will be broadcast for "xx" amount of time until the meeting starts and the applicable local or remote image is selected.

Agenda Titling

The Agenda Titles may be copied or typed into a Character Generator file that is prepared for each Meeting Group in the Meeting Editor. When the Clerk selects and starts a given meeting, the Agenda Title List appears on their Touch Panel (and the Production Touch Panel). As the Meeting proceeds, the Clerk or Producer may scroll through the list and select a new Agenda item. This title is then able to appear on the Broadcast Graphics. You can choose to list the items with or without an Agenda Item #.

Member Titling

Member Names may automatically be available to appear. All member names are entered into the Character Generator Spreadsheet file. When a member "logs in" to a seat using their Touch Panel, the system knows where they are located and how to place their title on the screen when they speak.



- **Parliamentary System**

We know you will be using the Granicus Legistar and VoteCast for most functions: Motion handling, Voting, Agenda review.

iPads and Charge Stations

We will provide (14) iPads each mounted on an iPort Luxe Charging Station.

Vote Results

We will interface to the Owner Furnished Granicus Vote Results PC to display Vote Results.



Meeting Editor

We do propose using a couple of elements from our Parliamentary System. The first is the Meeting Editor. As described in various sections above, it will allow us to link specific members to particular microphones for use in Automatic Camera recall, and Automatic member name titling. Using a Web Interface, the Clerk or any designated Admin will enter the name of the Meeting Group (such as "County Board", "Planning Commission", or "Regional Sanitation". They will fill in the Board Members' names, Chairman/Vice Chairman status. Chairman Touch Panels have the ability to control the Timer and Mute the lectern microphone.

The Clerk will start the meeting prior to users entering the room. Users log in to a specific seat and microphone by selecting their names from the on-screen list. This will allow the system to associate a specific Touch Panel and Microphone with a specific name. If desired, it is also possible to overlay titles with the members name during close-ups because the system knows where everybody is sitting.

Speaker Timer

As described above, we will also integrate a Speaker Timer function. This will appear at the bottom all Touch Panels and Room Displays. The Clerk, producer, or Chair (or Vice-chair in chair's absence) may set, start & stop the timer. It will count down in Green numbers from the set starting allowance. At a second defined time (e.g. :20 seconds) it turns yellow. At 0:00 it turns red, starts flashing, and begins counting up to indicate how far over the limit the speaker has proceeded.

The Speaker Timer will also appear on two 5" LED Display/Touch Panels at the upper and Lower ADA Lectern.

The Speaker Timer can also appear on the "Lower Third" graphic of the Broadcast signal if desired.

Inter-Touch Panel Messaging

We will provide the ability to send messages between Chair, County Counsel, Administrative Officer (CAO) and the Clerk.

○ **Broadcast Headend**

The Broadcast Headend receives the English and Spanish Broadcast signals from the Production Room and allows for live playout and scheduled replays to the Broadcast Distribution destinations. The Video Server also includes a Video Billboard System that can generate Community Messaging and upcoming Meeting Playback Schedule in between live and recorded meeting playback.

Matrix Switcher

We will use an AJA KUMO1616 Matrix (same model as the one used in the Production System) to act as a Patch Bay to route signals as needed through the Headend System.

The control of the Matrix Routing is critical. We included a standard Kumo Button Controller to use for selecting an Input and Output in an emergency. However, in general, an operator may not want to find a system diagram in order to understand the signal flow they are about to create. For this reason, we have planned for an "intelligent" alternative. We will provide a rack mounted Touch Panel that will be programmed with logical names for each Input and Output, and it will have intelligent suggested choices of destination for each output on the main screen. Unusual choices will require accessing the Advanced control page or using the Kumo button controller.

FS-2 Audio Video Processor

We will use an AJA FS-2 to receive the English and Spanish streams (received by new VBrick 9000 Decoders) and combine the English and Spanish audio with the Chamber master Production Video to create a single SDI signal with the English and Spanish audio digitized into (4) embedded audio channels of the resulting HD-SDI 1080p signal.

Video Server

We will replace your existing Leightronix Nexus Video Server with a Cablecast VIO4 Video Server. This Server will take in the 1080p signal and process it to create three different signals that may be distributed to destinations:

- 4:3 Standard Definition Video with English Audio (480i)
 - English Subtitles
- 16:9 High Definition Video with English Audio (1080p)
 - English Subtitles
- 16:9 High Definition Video with Spanish Audio (1080p)
 - English Subtitles initially may be replaced with Spanish subtitles once available by the Cablecast AI-Captioning software later this year.
 - Note: we have included a bundle of 1000 Hours of

Cablecast AI-based Captioning which may be used for English and Spanish (if available).

The Video Server will also be able to receive 1080p HD streams from remote sites (via the Portable System encoder) and record and/or stream these to the Broadcast Distribution just as though they were wired inputs to the Server.

- Note: we have included a one year bundle of 100GB/Month (approximately 80 Hours/month) of Cablecast RTMP Stream Service to allow receipt of streams from the Portable System, or direct from Zoom.

Broadcast Distribution

The Broadcast System will distribute the audio and video to the following destinations:

- Comcast Ch 28 (Standard Definition English)
 - We will reuse the existing VBrick 9000 Encoder
- U-Verse (assumed to be Standard Definition English)
 - We will reuse the Inlet Technologies Encoder
- Granicus Video Encoder (720p English with Agenda)
- YouTube (English)
 - We will provide a CableCast Live 350 Encoder
- YouTube (Spanish)
 - We will provide a second Live 350 Encoder
 - Note that the LIVE 350 may be started and stopped via schedule running on the VIO4

Temporary Virtual Broadcasts

In order to allow for meetings to continue during the Implementation of the Production Room and Chamber, we will build out the Broadcast Headend first and, as noted above, you may use the RTMP service to archive and rebroadcast the Zoom Meetings just as if they had been recorded live in the Chamber.

Test Monitor

We will provide a dual 9" Rack Monitor from TV Logic that is capable of viewing both the 1080i and 480i signal, showing Waveform & Vectorscope images, displaying the Closed Caption, and amplifying the embedded audio through its speaker.

Equipment Rack

We will provide a new equipment rack for the new equipment and existing Broadcast interfaces. The system will be programmed and tested in our shop prior to "Turnover Day" (less the Comcast and AT&T interfaces).

We will identify the best rack, cable management, and turnover procedure during the Engineering Phase.

- **Digital Signage/Kiosks**
Signage Software

Four Winds Interactive (FWI) will provide the signage software and some custom content templates. They prepared the following examples from Sacramento County. We have budgeted sufficient custom services for development of similar for you, Examples are shown below.



SACRAMENTO COUNTY

BOARD AGENDAS

Board of Supervisors Agenda / 3/27/2013

Sacramento Area Flood Control Agency Agenda / 5/15/2013

Freeport Regional Water Authority Agenda / 5/9/2013

First 6 Sacramento Commission Agenda / 5/6/2013

Board of Supervisors Agenda / 7/26/2013

County Sanitation District Agenda / 7/24/2013

County Planning Commission Agenda / 7/23/2013

Sacramento Area Flood Control Agency Agenda / 7/19/2013

Board of Supervisors Agenda / 7/16/2013

Mel Renuz - District 1
Jesse Yee - District 2 (Vice Chair)
Susan Peters - District 3 (Chair)
Roberta MacGlashan - District 4
Don Rottel - District 5

SACRAMENTO
COUNTY

AGENDA
BOARD OF SUPERVISORS
700 N STREET SUITE 1400
SACRAMENTO, CA 95814

TUESDAY

August 27, 2013

9:30 AM

The Board meets simultaneously at the Board of Supervisors and at the governing board of all special districts having business heard this date.

The Board of Supervisors welcomes and encourages participation in the meetings. At the outset of its item the Chair of the Board will announce the approximate amount of time per item that will be allowed for prearranged testimony.

Members under the jurisdiction of the Board are not to be added agenda may be addressed by the public following completion of regular business. The Board's testimony on matters not on the public agenda is not to exceed ten minutes per person and not more than three minutes for a participant subject.

Agenda items are available on the Clerk of the Board's Website and located in the back of the Board chambers and should be completed and submitted to the Clerk of the Board.

The meeting is telecasted and webcast live on KRCR-TV (4 on the Channel) and Sacramento Valley Systems. It is also streamed on the Board's website and website at www.sacramento.gov. Testimony is a prearranged item starting at 9:00 a.m. A DVD copy will be available for checkout through the County Library System prior to the hour following the meeting.

The on-line version of the agenda and associated materials are posted for your convenience at www.sacramento.gov. Documents may not be posted on-line because of their size, format, length, file size, and complexity. As they become available, hard copies of all documents are available at the Clerk of the Board's Office, 700 N Street, Room 1400.

Meeting facilities are accessible to persons with disabilities. Requests for interpreting services, assistive listening devices or other accommodations should be through the Clerk of the Board's Office by calling (916) 874-3412 (voice) and CA Relay Services TDD (for the hearing impaired), no later than five working days prior to the meeting.

1

August 27, 2013

Welcome to the County of Sacramento.....Please select an option above.....

SACRAMENTO COUNTY

DIRECTORY

- 1 Employee Parking Garage
- 2 Opkins Building - County Clerk Recorder Division
- 3 Dishon Building
- 4 Sheriff's Building
- 5 Sacramento City Hall
- 6 Palmino Justice Center
- 7 District Attorney
- 8 City - County Library
- 9 Housing and Redevelopment Agency
- 10 Main Jail
- 11 827 7th Street
- 12 Parking Garage
- 13 Jury Parking Lot
- 14 County Court House - 720 9th Street
- 15 US Postal Office

OFFICES NOT LOCATED IN ADMINISTRATION CENTER

Bothwell Health Records
Clerk of the Courts
Department of Technology
District Attorney
Employee Parking Garage
Federal Building (Sacramento)
Jury Commissioner
Jury Help Lot
Lawrence White Hall at Justice
Sacramento City Hall
Sacramento City Hall Department Training

600 Eighth St., Sacramento, CA 95811
200 North Street, Sacramento, CA 95811
600 G Street, Sacramento, CA 95811
901 G Street
200 Seventh Street, Sacramento, CA 95811
801 I Street, Sacramento, CA 95811
200 North Street, Sacramento, CA 95811
Between I and G and 8th and 9th Streets
601 I Street, Sacramento, CA 95811
915 I St., Sacramento, CA 95811
2000 Union Street, Suite 104, McClellan, CA 95833

Sacramento County Building Inspection

Sacramento County Building Permit

Sacramento County Clerk Recorder Office (Opkins Building)

Sacramento County Planning & Environmental Services

Sacramento County Sheriff

Sacramento County Superior & Municipal

Sacramento Housing & Redevelopment Agency

Sacramento Main Jail

Sacramento Public Library

607 Seventh Street, 1st Floor, Sacramento, CA 95811

607 Seventh Street, 1st Floor, Sacramento, CA 95811

1801 E 9th St., Sacramento, CA 95811

607 Seventh Street, 2nd Floor, Sacramento, CA 95811

711 G Street, Sacramento, CA 95811

200 North Street, Sacramento, CA 95811

1817 11th St., Sacramento, CA 95811

601 I Street, Sacramento, CA 95811

1001 I Street, Sacramento, CA 95811

Tuesday
April

13

9:23 PM

Welcome to the County of Sacramento.....Please select an option at

Kiosk at Schilling & Alisal Lobby

We will be working with a custom fabricator, Fabcon, that specializes in digital signage kiosks.

We have included budget for the "Manta" landscape oriented Kiosk. The displays will be 43" ELO Touch Monitors.

The pages can be laid out in a way that puts the interactive elements at the bottom within reach of someone in a wheelchair.

We have included the budget for the Electrical work to provide power to these Kiosks.

In addition, and as requested, we will place a matching 43" interactive Signage Display w/PC on the wall across from the Room 1070 Counter. That PC will be able to send pages to a County furnished Network Printer behind the counter.



○ **Portable System**

We understand that you want the portable system to be able to:

- Record and/or Transmit to the Broadcast Center a press announcement or presentation by one or two people.
- You would like to be able to have the two people join a Zoom Call which is part of the produced recording or Broadcast.
- The system will also be used in the Sea Cave Room to support recording and Zoom Live Interface.

Subsystems and equipment will include:

- Two Wireless Receivers with 2 Handheld & 2 Lavalier Microphones
- 2 portable speakers on stands
- Audio Processor/Mixer with Echo Cancellation
- 2 Camcorders with Cases, Tripods, Shotgun Mics,
- Video Recording Hardware w/Headphones & Timecode Gen
- 2 Litepanels Gemini Lights (same model as Sea Cave) on Stands with Softboxes
- Streaming Encoder

We will provide a Dolly Case (similar to luggage on wheels) with racked equipment and a smaller cases for Microphones, Cameras, Tripods, Cables. There will also be a PC in the case for connection to Zoom or other VTC software.

The case will also have an AJA KI PRO GO multi-channel video recorder for later editing and distribution.

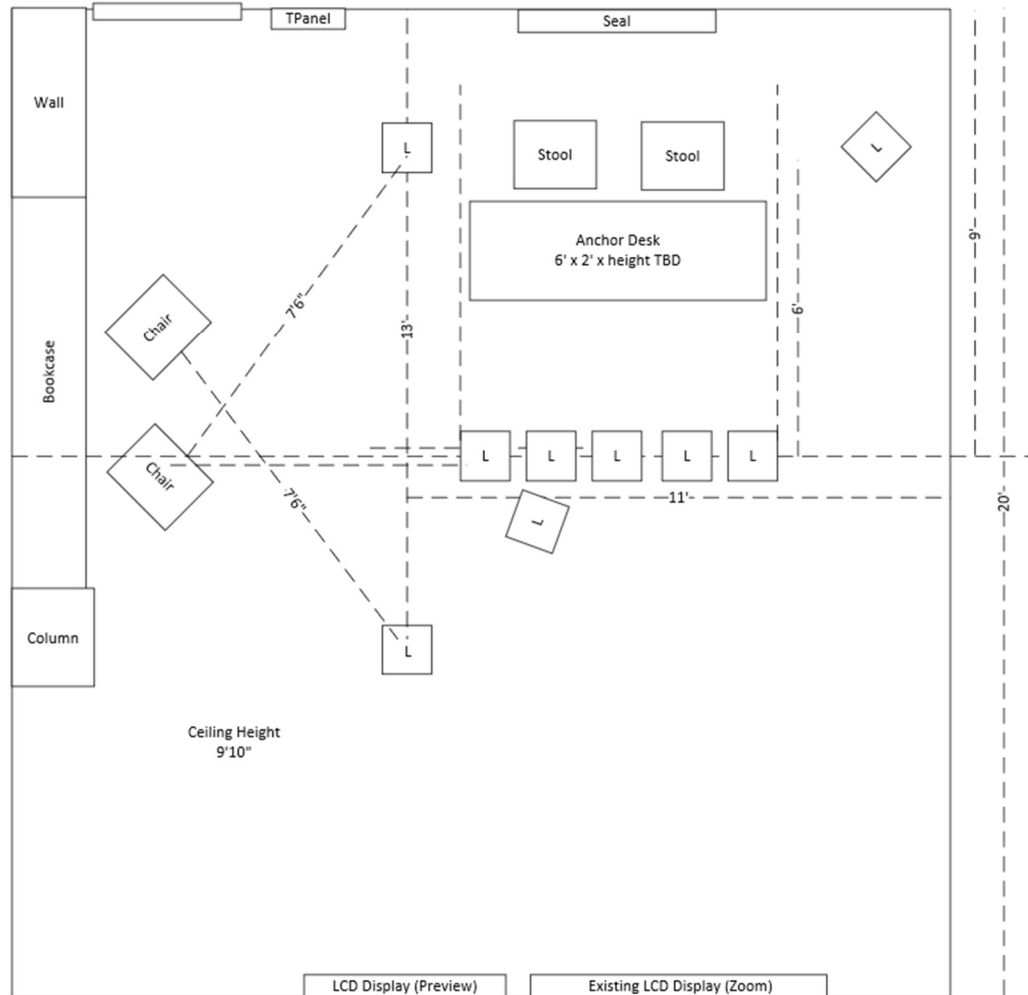


We will provide a Blackmagic Design Web Presenter 4K to send the signal to the Broadcast Center. The CableCast RTMP service will receive, record, and forward the H.264 RTMP signal.

- **Sea Cave Rm (Video Production Room)**

The Sea Cave Room will be used for Video Capture of Interviews, Press Announcements, and Remote Interviews at the Anchor Desk via Zoom. Permanent facilities will include Controlled Lighting, two video displays, and a Sound Bar. The Portable System has been upgraded (as described above) to provide functions appropriate for the room.

Proposed Layout



Lighting System

We will install 9 LitePanels Gemini 1x1 fixtures. Five will be pointed at the County provided "Anchor Desk." Four more will be mounted on Manfrotto Top 2C Pantographs that may be lowered as desired.



We will install a Master Processor and Ethernet to DMX512 converter in the nearest IDF. A white 10" Touch Panel will be installed on the wall to allow setting levels and color of each panel and saving as a preset. Also, combinations of preset fixtures may be saved as Scenes for instant recall.

Video System

The existing LCD will be used for connection to the Zoom PC in the Portable System Case. A Sony Sound Bar will be mounted underneath.



A second display will be mounted adjacent so the presenters at the Anchor Desk and the Production staff can see the Outgoing Zoom feed.

Two Canon XA-55 Cameras can be used as camcorders recording directly to internal memory when appropriate. For multi-camera shoots, up to 3 cameras and a feed from the Zoom PC can feed an AJA KI PRO GO multi-channel recorder with an outboard Timecode Generator which will feed LTC Timecode to the recorder to simplify editing.

Studio Furniture

We will provide the following Studio furniture:

TV Set Designs – Medium Curved Desk

With County Logo on the front

Finish colors and logo files will be coordinated in the Engineering Phase of the Project.

Zuri Furniture – Coveteur Stool

Qty 2 - In Gray

Soma - Isaac Upholstered Armchair

Qty 2 - In Indigo

Fabric: Sunbrella® Performance Chenille

17-Stories – Round Nesting Tables

Qty 1 - Walnut top as shown

Laurel Foundry – Paramus 22" Tall Cross Legs End Table

Qty 1 – Dark Concrete top as shown

(verify finish prior to order)

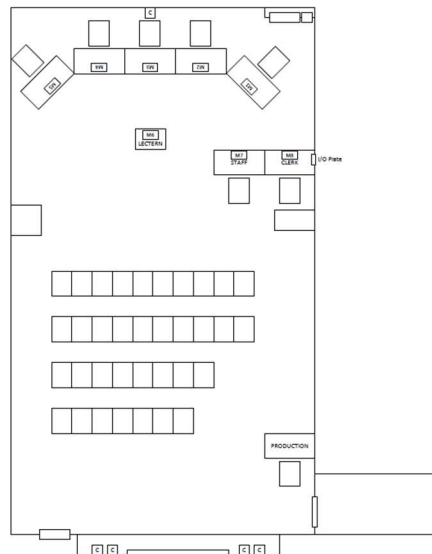
Select Color: Dark Concrete



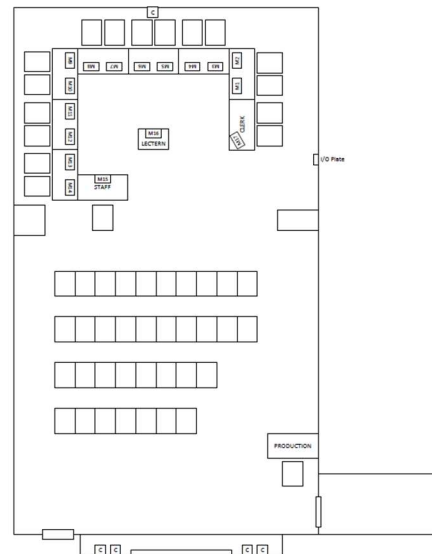
○ **Monterey Room - Backup Board System**

The basic concept will be to continue to let the room be used as a Zoom Room as it is currently configured, but add equipment to allow for the Board to use the room for meetings while the Chamber is shut down for upgrades. The room will be able to switch modes with the press of a button.

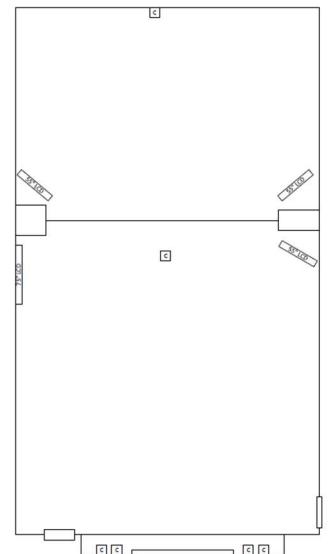
Proposed Layout



FLOOR PLAN FOR COUNTY BOARD



FLOOR PLAN FOR PLANNING COMMISSION



REFLECTED CEILING PLAN

Display System

We will add an 85" LCD Display on the left wall to supplement the existing ceiling mounted 55" display on the right to support audience viewing of Presentation content. The two other 55" displays will be used for the Board. The Video Wall may be used if desired or left dark.

Presentation Inputs

The existing Zoom PC in the rack will be reused.

There is one existing HDMI Input on the right side and we will add one more for connection by the Clerk or Production Desk.

Audio System

We will use the Shure MCXW Microflex Complete Wireless Conference System to support Dais microphones and speakers. We will provide 17 Microphone Stations as shown on the proposed layout above. Each station is wireless with rechargeable batteries and includes a Speaker so they can hear each other without having the ceiling speakers turned up loud. We have included three 8-port charging stations and 17 spare batteries. We have included a portable shelving unit to place in the closet for storage for the Mics and Battery Charging Stations (48"x18"x76" on casters)



The existing QSC Core510 DSP will be reused. We have budgeted for additional "soft" Dante I/O to support the new channels of ceiling MXA and Desk mounted MXWC microphones.

We will plan to reuse the existing ceiling speakers. We will rezone them as necessary. The existing Listen Technologies Assistive Listening System will be reused.

Camera System

Unlike the Chamber, the MXWC System cannot tell us **exactly** who is talking in order to create closeup presets for each person. So we will install 2 more Shure MXA 910 microphones in the ceiling, much like they are in the ceiling at the other end of the room for the 1 beyond System. We will utilize the 4 existing cameras to assign presets for each area where the active speaker is located.

We will add one camera on the back wall (if you consider the Video Wall the Front Wall) to allow capture of someone speaking at a Lectern (County furnished). We will upgrade the WireCast Switcher Software inside the 1Beyond Server to allow for use of NDI inputs so we can input the video from the sixth camera.

The video system will not be "produced" with additional camera manipulation or the addition of graphics. The goal will be to create a Zoom

meeting that can be received by the new upgraded Broadcast Headend using the CableCast RTMP service. Once received into the CableCast VIO4, the signal will be recorded and distributed as planned to the Cable and Web destinations. The "Spanish Channel" will not be online until the Chamber is completed.

Control System

We will provide two 22" Touch Panels so the Clerk and Production operator may control all necessary aspects of the system. These will have electronic components permanently attached under the Table and tethered to the wall to be moved into place when needed for Board Meetings. Both Touch monitors will have Video Preview capability. The existing keyboard and Mouse will be reused to control the Zoom PC as needed.

Rack

We will add a new equipment rack as the existing rack is packed quite tightly and fairly unserviceable. We will move all components into a new rack. We will add a KVM and rack mount keyboard & monitor.

❑ **Post Installation**

○ **Training**

After commissioning with your technical representatives, we will provide User Training, Clerk Training, Production training, and Administrative level Training (each progressively more technical and detailed). We will provide Training Manuals for each primary system. We will collaborate on the exact Training Program during the Engineering Phase.

○ **Documentation**

Once the system is complete and we are 100% done making changes, we will turn in the current marked up plans to CAD and have a full documentation package prepared. This will include:

- All manufacturer's owner's manuals
- Final Drawing Set
- Final IP Chart
- Final Programming Device Control Code
- Final DSP Configuration Files
- A System Operations Manual with a layout of the GUI and a description of the function of every button. Additional conceptual instructions necessary for the operation of the system and broadcast will be included in that manual as well.

○ **Spares**

It is desired that virtually any Service issue be able to be resolved within 24 hours. To make this possible, we have included spare components to allow restoration of every mission critical system. See equipment detail for the complete list of proposed spares.

○ **Systems Management and Monitoring**

The following software is included as part of this proposal

○ **Crestron XIO Cloud**

- We will include the following Software licensed monthly for 3 Rooms (Chamber, Production Room, and Broadcast Headend) for 5 years.
- Note: 12 months x 5 years x 3 Rooms = Qty 180 of each of these 2 packages
- The budget for the Monterey Room also includes 5 years of XIO Cloud.
- SW-XIOC-EM
 - Provision users within the XIO Cloud Interface
 - Claim single devices using MAC address and Serial # pairs
 - Claim devices in bulk using MAC address and Serial # pairs (CSV)
 - Organize devices by group, subgroup, and room
 - Configure settings of groups of devices
 - Update firmware on devices
 - Schedule actions such as reboot on devices
 - Load and manage custom control system programs and projects
 - View a log of all changes made to devices via XIO Cloud

- SW-XIOC-S
 - View Live Device Status
 - Configure e-mail and SMS alerts
 - View and control touch screens remotely
 - View device functionality dashboards
 - Four Winds Digital Signage
 - Monitor Player Status – 1 Year
 - Budget included in Digital Signage Section
 - VBrick Admin & SNMP
 - Monitor Link Status – 1 Year
 - Budget included in Production System Section
 - Solar Winds
 - We will assist in adding non-Crestron components into the existing Solar Winds platform for basic IP status monitoring.
- **Service & Warranty**

The System will be protected by a Custom on-site Support Contract for a period of one year, renewable at 10 months.

We will diagnose and repair all systems as necessary and process all manufacturer Warranties including shipping.

We will respond to requests for Service via Phone or e-mail with 4 hours and be on site within 8 business hours.

We will also be available for remote support via VPN if you allow and configure. This allows for the fastest level of support.

And, as requested, we will provide on-site support for the first 8 County Board Meetings in the renovated Chamber.

Spinitar regular Business hours are 8a- 5p M-F. In the event there is a defect in the Spinitar installed system(s) performance (materials or workmanship), you may contact us directly at (800) 722-6444 or support@spinitar.com.
- **Manufacturer Warranty Support**

The following Extended Warranties are included in this proposal:

 - Biamp Components – 5 Years
 - Crestron Components – 5 Years
 - Samsung Video Walls – 5 Years

❑ Project Approach

This section will describe a number of elements of our plan and approach to this project.

Labor Plan

We have detailed our proposed schedule and tasking on the attached Labor Plan. This document exposes many elements of our process and collaborative approach. There are a number of key milestones and points where we will be interacting with you (see the column to the far right labeled "County".)

The first phase will include significant review of existing workflows, discussions on proposed transitions, leading to agreement on final design. The design will drive the Engineering documents, programming, Network planning, logistical planning, and development of Training and Service Plans.

As the Engineering details are published, we will review with the Monterey County Project Team to make sure we are still all in agreement.

Phased Approach

There are quite a number of long lead items that will cause the Chamber and Production System installation to wait for approximately 6-7 months after order. We will use this time to complete Engineering and other systems as equipment arrives, including preparation of the Sea Scape and Portable System, and implementation of the Digital Signage System. As soon as we can see that we have the equipment necessary for the Monterey Room, we will implement those upgrades. Then we will install the new Broadcast Headend racks which will allow for the Board Meetings to be handled in the Monterey Room and broadcast to YouTube, Comcast & AT&T as well as recorded for rebroadcast. With the alternate Board system in place, the Chamber may be shut down and the new Integration started.

- 1) System Engineering
- 2) Portable System
- 3) Sea Scape Room
- 4) Digital Signage System
- 5) Monterey Room
- 6) Broadcast Headend
- 7) Chamber and Production System
- 8) Post Install Services
 - a. Training
 - b. Management Software
 - c. Spare Parts
 - d. Warranty & Support Services

Design & Engineering

The bulk of the Design has been assumed to be completed as part of the process leading to the preparation of this proposal. The key goal of the Design Phase is to explain options to you in such a way that you can understand the positive and negative impacts, and reach a decision on all open issues. Those decisions have now been made and we can proceed with the Engineering tasks that lead to implementation of all Design elements.

Subcontracts

We will be using subcontracted services for the following:

- Samsung
 - Samsung will provide Video Wall Installation and Commissioning Support.
- Four Winds Interactive
 - Four winds will work with Spinitar and the County assigned Digital Signage representatives on the development of appropriate content based on initial discussions as described in the Scope.
- Johnson Electronics
 - We will be using Johnson Electronics to coordinate and subcontract Electrical and Millwork infrastructure preparation. This includes:
 - Video Wall
 - Dais Backsplash
 - Dais under-counter
 - Dais – Clerk Desk
 - Press Feed Electrical and LV
 - Electrical for Audience Seating
 - Power and LV Conduit for new Ceiling mounted Displays in Rear of Chamber
 - Clear old Lighting Control Conduits from Clerk/Dais area for AV usage
 - Power & Mounting structure for new Broadcast Lighting
 - Install New Lighting Control System for Architectural Lights
 - Rack Power rework
 - Digital Signage locations - Power Outlets and Conduit for Network cables
- BT&S Audio Visual Systems
 - Onsite AV Installation under Spinitar direction

Coordination

- Project Kickoff

Once the design has been finalized and a Contract has been provided or funding otherwise authorized, we will have an internal and then Customer Kickoff. We will use this opportunity to clarify the key members of our team and yours and define a communication strategy – e.g. who is point of contact for various needs and who else needs to be cc'd.

- Owner Furnished Equipment
 - Based on comments in the RFP and made during the site visits, we understand that the County will be responsible for all Network Switches.
 - We will reinstall one small 4:3 Standard Definition Television with CATV input somewhere near the console.
 - Document Camera
 - We will reuse one MX418D/C Microphone for the ADA side of the Lectern
 - We will reuse Ceiling Speakers in Overflow Rooms
 - Comcast & AT&T Encoders in the Headend

- Network Coordination

Once we have finalized the design and identified every device which will be on the Network, we will work with County IT on Network Architecture and prepare an IP Chart ready to be populated with static addresses or a range such that we may populate it. We will also provide a VOIP configuration form so that we may configure the audio system to properly connect and authenticate with your Call Manager. We will support VLAN design as well as general discussions on requirements for dual WiFi access, and access outside of the County LAN to the Internet.

- GUI Review

Once we have the proposed Graphical User Interfaces (GUI) laid out, we will have a conference call to review with you and discuss the operations that the GUI drives. Any suggested alterations will be updated into the submittal, resubmitted for approval before being incorporated into the production version.

- Commissioning

Once we have completed testing and debugging the system, we will demonstrate the operation of all subsystems with you. Anything that does not meet the design criteria or quality standard will be placed on a Punch List and generally handled within 24 hours.

❑ Invoicing

Equipment & Labor Billing

We will bill for Equipment and Labor per the proposed Billing Plan (see attached.) This is intended to ensure that payments for invoices submitted arrive in sync with our bills for equipment ordered and received.

Invoicing

We will submit a progress invoice for Equipment and Labor in line with the schedule on the attached Billing Plan. Note that this includes a 10% retainage paid after satisfactory completion and our support of (4) meetings.

Owner shall review the invoice within 10 days and either approve or return to Contractor for revision. Approved invoices shall be paid within 60 days of receipt. Final Payment shall be released within 35 days of date of Notice of Completion.

Bond

As requested, we have included budget for a Performance and Payment Bond at 1.2% of the Project Total. 100% of this will be included in our first Invoice after receipt of our Contract.

❑ Detailed Breakout & Cost Proposal

- Includes
 - Detailed Equipment & Labor Quote
 - All Cable and Materials
 - inbound (taxable) Freight Charges
 - Lift Rental Charges (if needed)
 - Hotel, per Diem & all travel related expenses
 - First Year Support
- Note regarding Pricing Summary
 - This sheet is designed to provide an overview of the project budget and includes columns for Equipment (including freight and lift rentals), Sales Tax, Spinitar Labor, Subcontract Labor, Service Contract, and annual service contracts (first year only except Crestron XIO Cloud). In order to provide a simple view, it was not possible to account for Sales Tax on Subcontractor Materials, and taxable Labor including Shop Labor and Documentation. Thus we added a cell at the bottom which lists an adjustment amount and the actual Sales Tax.
- Note: All of the following are bundled into our "Cost of doing business" and are not itemized:
 - Travel time, parking, printing, communications, reimbursables, allowances, insurance

General Project Conditions

Project Success Criteria

Table 1. Project Success Criteria

ID #	Weighted Value	Category	Description
1	1st Tier	Methodology	Design meets all requirements defined herein with additional Contractor value-added feedback
2	1 Tier	Technology	Improved Audio, Video, Presentation, and Recording capabilities
3	1st Tier	Technology/Functionality	Satisfied customers – internal, external and public pleased with overall design and functionality i.e. Systematically draw user experience expectations from the stakeholders, synthesize these across multiple generations and then make these perspectives the key “specifications” that influence adoption. Focus on workflows and try to eliminate places in the users’ workflows, where they make decisions about using technology. Contractor communicates to the County their understanding of the workflow and tasks to operate and maintain the system which is the basis for their design. Contractor clearly communicates how requirements/requests impacts workflow of customers
4	1st Tier	Methodology	Knowledge transfer, trained staff, and documentation
5	1st Tier	Methodology	Project completed on-time and planned project tasks are completed during outage windows defined by the project schedule
6	1st Tier	Cost	Capital Expenditure (CapEx) Cost effectiveness – initial setup
7	1st Tier	Cost	Operational Expenditure (OpEx) Cost effectiveness - ongoing maintenance and support
8	1st Tier	Cost	Project completed within budget
9	1st Tier	Methodology	No unexpected outages during the project implementation
10	1st Tier	Technology/Functionality	Highly redundant and improved reliability
11	1st Tier	Methodology	Staff buy-in for project implementation approach and methods
12	1st Tier	Technology/Functionality	Sustainable technology and ease of overall maintenance

ID #	Weighted Value	Category	Description
13	2nd Tier	Technology/Functionality	Solution meets County Security standards for example: compliant with Microsoft security vulnerability patching, passes network security audits, network penetration test, and integration with Zoom or MS Teams
14	2nd Tier	Methodology	Transparency with IT groups and customers
15	2nd Tier	Methodology	Positive perception by County internal, external, and public: adoption requires a strong focus on the experience that is provided when the technology is consumed. That includes quantifying user expectations and then providing system designs that meet these expectations. Listen for more than specifications about “what” the user expects the system to do. Listen to the “why” and “how” they expect to accomplish tasks.

Project General Requirements

- A. Contractor shall furnish all equipment, materials, labor, transportation, and storage facilities which are necessary to complete the specified work, and which are required for a fully functional audio visual and broadcast system meeting all requirements of this project, as described in this agreement and as represented in the Table 2 below:

Table 2. Scope Overview

	14-Dia Microphones	7-Dia Video Monitors	2-Handled Wireless Microphones	AV Controls Systems	Speech Reinforcement	Program Audio Reinforcement	Overflow Audio	Speaker timer	Assisted Listening Devices	Language Interpretation	Real-Time Transcription	Comm. Access Real Time Translation	Sound Masking System	5-HD PTZ Broadcast Cameras	1-HD Broadcast PTZ Camera	Automatic POE Camera (Dias View)	Video Multiple Camera PTZ Framing System	Audio Display(s)	Audiovisual Distribution System	AV Video Recording	AV Broadcast / Streaming with Controls	Remote Broadcasting and Programming Controls	Audio Teleconferencing	Videconferencing	Integration with Zoom and other soft-coders	Digital Signage	Kiosk - Digital Calendar/Agenda/Signage	Remote Monitoring Capabilities of AV systems	Enviro Improvement - Acoustic	Enviro Improvement - Lighting
Board of Supervisors' (BOS) Chambers	X	X	X	X	X	X	-	X	X	X	F	F	O	X	X	X	X	X	X	X	X	X	X	X	X	X	-	X	X	
BOS Broadcast Control Room 1072	-	-	-	X	-	X	X	O	X	X	-	F	O	-	-	X	X	X	X	-	X	X	X	O	O	X	-	-	-	
Monterey Conf Room 2092 (BOS Overflow)	-	-	-	-	-	T	X	O	X	X	F	F	O	-	O	-	T	T	X	X	O	T	T	-	X	X	-	-	O	
BOS Closed Session Conf Room 1032	-	-	-	-	-	X	X	O	X	X	-	O	-	-	-	O	X	-	-	-	-	X	X	X	-	-	-	-	-	
BOS Breakout Room 1034	-	-	-	-	-	-	X	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
BOS Constituent Conf Room 1035	-	-	-	-	-	-	X	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Interview Room 1036	-	-	-	-	-	-	X	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Breakout Room 1037	-	-	-	-	-	-	X	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Clerk of the Board Open Offices 1069	-	-	-	-	-	-	X	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
ITD Data Center	-	-	-	X	O	-	-	-	-	-	-	-	-	-	-	O	X	X	X	X	T	T	-	-	-	-	X	-	-	
X = Minimum Requirement																														
I = Minimum Infrastructure Requirement																														
T = Integrate Existing Components Into New System																														
O = Optional Requirement																														
F= Desired Feature																														

- B. Contractor shall plan, design, install, test, and provide training for all required equipment and parts required.
- C. Contractor shall conduct and operate broadcast system during actual County meetings, while working alongside County vendors and staff for 2 months (8 meetings) after installation is completed
- D. Contractor shall verify audio visual system connectivity, electrical requirements, conduits, heat load data, and interior design considerations unique to the audiovisual system which have been incorporated in the functional specification and equipment design.
- E. Contractor shall conduct stakeholder interviews and preliminary design planning to consider, accommodate, and if necessary, modify existing workflow to function with new system features and functionality. Contractor shall confirm and evaluate current workflow and ensure that features and functionality of the new system that result in a change of workflow are clearly documented. Contractor shall advise/train staff (both technical and users) to become accustomed to new methods.
- F. Contractor shall coordinate with the County to develop a phased rollout of new features, functionality, and align training of all impacted staff.
- G. Contractor shall be responsible for providing the following project components:

- Complete system planning, engineering, design, and installation

- Equipment coordination and supply
- Construction coordination
- System production
- Control/Broadcast system configuration and programming
- Factory acceptance testing
- Complete system installation/integration
- Technical training
- Site acceptance testing
- User training
- Documentation
 - Technical Documentation and diagrams
 - Training material printed and digital
 - Operational Procedures and Documentation
 - Operational Code
 - System and component programming
 - Label cables, interfaces and technology
- Preventive maintenance and system warranty
- Reoccurring cost software, hardware, support, programming and any other features associated with overall solution

- H. All work shall be planned, coordinated, and conducted with minimal interruption of service to existing mission critical systems. All required outages shall be scheduled one week in advance with the County.
- I. All outages or system resource reduction from current system operations require a detailed plan of action with contingencies identified and approved by the County prior to implementation. 1 week in advance

Infrastructure Assumptions

- A. All equipment proposed (i.e. speech reinforcement components, AV, broadcast equipment), controls, parts and accessories shall be new. Contractor will be required to identify existing equipment, parts, or accessories that can be reused.

- B. Existing conduits are in place. If new conduits or pathways are needed, Contractor will be responsible for installing new pathways.
- C. The County will provide AC power unless additional power is required. Contractor will be responsible for installing new power.
- D. The County will provide sufficient heating, ventilating and air conditioning (HVAC) capacity to ensure that all equipment operates within the specified temperature range. Contractor is required to identify if existing plus additional loads will require additional HVAC work.
- E. Contract shall inform County of intrusive work prior to commencing and adhere to minimizing operational impact
- F. Contractor will provide photos of every fire rated wall penetration made. All penetration should be sealed in accordance with fire prevention

Existing Conditions

Following are existing conditions that Contractor will be responsible for upgrading, replacing, integrating, and/or migrating into the new systems. All existing AV equipment is expected to be replaced with the corresponding new elements and/or systems as included in Contractor provided Equipment List. Contractor will inventory all existing equipment and, if to be decommissioned, dispose of it through appropriate e-waste recycling processes or identify it as an item to be replaced/upgraded.

- A. Currently, the control room in the Board Chamber contains the racks, power, and some cabling necessary to support digital transmission.
- B. It is anticipated that some carpentry or construction will be required to accommodate the new equipment which may be sized differently than the existing equipment.
- C. Most of the AV, electrical, and low voltage data cabling will require replacement to support the new equipment and additional cabling may need to be installed where no cables currently exist. All cabling will be replaced with new cabling. Cables shall be terminated and certified to comply with proper technology or components

Project Management

Project Management Plan

A. Contractor shall follow PMP methodologies to facilitate this project, which includes the following sections:

1. Project scope, including a detailed work breakdown structure (WBS), or labor and deliverables
2. Schedule
3. Communications
4. Document Quality assurance (QA)/Quality control (QC)
5. QA/QC processes shall be defined that address all project stages, requirements, and deliverables
6. All Contractor deliverables shall go through an internal QA/QC process before being submitted to the County. Contractor shall not rely on the County to perform any QA/QC functions for the project.
7. Change management
8. Risk management

The Plan shall describe how Contractor intends to monitor and control the implemented systems and mitigate risk to ensure that the system meets the requirements of this SOW and is delivered on time.

Contractor shall develop and submit the PM Plan to the County within 30 days of contract award.

- B. Contractor shall develop and maintain a project schedule using Microsoft Project, or any other application to reflect tasks, milestones, task durations, and start and end dates based on a County-approved WBS.
- C. The schedule shall include all tasks required to complete all work identified in the WBS.
- D. Contractor shall update the project schedule with actual dates as tasks are completed.

- E. Contractor shall provide the updated schedule as an agenda item for all weekly status calls with the County.

Project Meetings

- A. All project meetings shall be held at a County facility in Salinas, California, or virtually via video conference as coordinated.
- B. Contractor is responsible for scheduling, agenda, and minutes for all calls and meetings. Contractor is responsible for providing minutes after each meeting and keeping an accurate account of all tasks, deliverables, dates, and resources
- C. Contractor shall use a collaboration platform, Microsoft Teams to keep project files, schedule, invoices and contact list.
- D. A project kickoff meeting shall take place prior to beginning project work that includes a project overview, and discussion of the PM Plan and schedule.
- E. Weekly project status calls shall be scheduled following the Kickoff Meeting, to include:
- Schedule review
 - Status of deliverables, project work and action items
 - Issues for discussion
 - Project risks
 - Proposed changes if any
 - Plans for the next period
- F. An onsite meeting shall be held at a County facility once a month, instead of the weekly status call.

Action Item List

- A. Contractor shall establish and maintain an action item list documenting items that require resolution.
- B. The action item list shall be updated weekly and shall include the following items:
- C. Sequential item number
- D. Date identified

- E. Item description
- F. The party responsible for resolution
- G. Status
- H. Expected resolution date
- I. Actual resolution date
- J. Detail about how each item was resolved and tested
- K. Notes

Project Staffing

- A. Contractor shall manage project staffing based on workload and the required level of effort throughout the project; however, Contractor shall provide a full-time Project Manager and a full-time Project Engineer as staff for the entire duration of the project.
- B. The County has the right to accept or reject any proposed staffing changes by Contractor, and to require Contractor to replace project staff.
- C. The Contractor shall have on staff CTS: Certified Technology Specialist: General AV Certification, CTS-I: Installation specialist certification, CTS-D: Design Specialist certification.

Contractor's Project Manager shall:

- A. Be the primary point of contact for the County
- B. Be Project Management Professional (PMP) certified
- C. Have managed and successfully completed (system was accepted) at least one audio visual and broadcast project
- D. Have at least 10 years' experience managing technology projects
- E. Have worked as a PM for Contractor for at least 1 year
- F. Be authorized to make business decisions that are legally binding on Contractor; written documentation of the PM's authority shall be provided to County before project initiation
- G. Bear full responsibility for supervising and coordinating the design, installation, and deployment of the audio visual and broadcast system

- H. Manage the execution of the project against the PM Plan
- I. Contractor's Project Engineer shall be responsible for implementation of the system design and ensuring that the installation is done in accordance with the approved system design. The Project Engineer shall have the following minimum qualifications:
 - J. 10 years' experience designing and implementing digital audio visual and broadcast systems
 - K. Employment as a lead engineer for Contractor for at least 3 years

System Engineering and Design

Contractor shall provide all detailed engineering of final systems configuration, calculations, and other supporting documentation. Contractor shall perform systems engineering and design to meet the general and functional criteria identified herein.

Product Information

Contractor shall submit specification sheets for all equipment and parts specified herein, that show standard and optional product features, as well as all performance data and specifications.

System Inventory List (Equipment List)

- A. Contractor shall submit an inventory list for all equipment, parts, materials, software, documentation, spare parts, and test equipment. The inventory list shall include, but not be limited to, the following information:
 - B. Manufacturer's name, part number, and serial number
 - C. Quantity of units supplied
 - D. Network information, such as: IP address and MAC address of each component
 - E. Applicable site, cabinet, rack number or slot.
 - F. Software configuration such as DSP, audio and video settings
- G. The inventory list shall be subdivided by site, hardware, software, test equipment, and spares, and by documentation and training courses. Each of these major divisions shall be further subdivided to the individual deliverable item.

- H. A preliminary version of the System Inventory List that demonstrates the form and content to be provided shall be submitted for County review within 30 days of Contract Award.
- I. A completed System Inventory list shall be submitted no later than 30 days prior to the start of the Factory Acceptance Test (FAT). The FAT shall not start until the System Inventory List has been approved by the County.
- J. The final project documents shall include an updated System Inventory List, reflecting any additions or changes made during system installation.

Site Survey Reports

- A. Contractor shall produce a report for the sites that have AV and broadcast equipment, including, at a minimum:
 - Photographs (submitted in .jpeg format using the naming convention “site name photo description date.jpg”) of:
 - Overall site / floor plans, showing location of all equipment
 - Cable pathways
 - Rack location and position(s) where new equipment will be installed
 - Electrical power panel indicating breakers to be used if new are proposed
 - Areas/items of concern
 - Area/items of good condition that can possibly be salvaged and/or reused
 - A description of the work to be completed for system implementation and the method to complete the work.
 - Issues encountered or identified and a proposed solution.
 - Potential obstructions
 - Recommended site upgrades, including, but not limited to equipment room, equipment racks, power systems, site access and physical site security.
 - A list of existing County equipment (i.e. equipment racks, cable trays, podiums, etc..) that can be reused for the new system.
 - A list of systems, devices, functions, operations for existing systems that will be affected by the system upgrade.

Design Package

General

- A. Contractor shall submit a Draft Design Package within 30 calendar days of Contract Award
- B. The Design Package shall address all requirements of this SOW.
- C. After receiving review comments from the County on the Draft Design Package, Contractor will have 90 days to complete the Final Design Package.
- D. Contractor shall submit a soft copy (via County SharePoint, Microsoft Teams or Email in pdf format, MS Excel, etc..) of the Draft Design Packages.
- E. Contractor shall provide soft copy (via County SharePoint or Email in pdf format, MS Excel, etc..) of the Final Design Packages. In addition, provide CAD, DWG files for County records
- F. The Final Design Package must be approved by the County before Contractor can proceed with equipment orders and system implementation.

Design Documentation

The design package shall include the following documentation:

System Overview

A detailed description of the new audio visual and broadcast system, including the function of all equipment and how it interacts to meet the requirements of this SOW.

Migration Plan

A detailed description of the methodology that Contractor will use to migrate from the existing to a new system, while minimizing disruption of existing systems.

The Migration Plan shall:

- A. Be logical and consider every facet of the existing and new systems
- B. Identify temporary alternate routing of critical functionality
- C. Identify fallback, recovery, and contingency plans to mitigate risk during migration
- D. Maintain reliable and stable communications and functionality
- E. Lead to the timely deployment of a complete and functional system

- F. Identify physical and technical constraints that must be considered for successful implementation planning such as site ownership, spatial, site access/availability, electrical load limitations, etc.
- G. Successfully integrate all legacy systems.
- H. Minimize operational impact for user agencies during migration of interconnections
- I. Clearly define roles and responsibilities between Contractor and the County

The Migration Plan shall demonstrate that it meets the following requirements:

- Supports the operational requirements of the County including but not limited to administrative use, day-to-day operations, emergency response and catastrophic incidents
- Ensures users and technical staff are prepared for the migration to the new system
- Mitigates risk
- Does not exceed outage thresholds established by the County.
- Considers site access issues, such as sites that are inaccessible during “blackout” time frames

System Architecture

Contractor shall provide:

- A description of the recommended system architecture
- System Architecture Diagram – A drawing showing the physical relationship, interconnectivity, and all devices.
- Functional Block Diagrams
- Block diagrams for each site, showing the interconnection of major equipment at each site.

Drawings

Drawings shall be drafted in AutoCAD®. Both AutoCAD and PDF versions shall be furnished for reproduction. Drawings shall clearly show detailed system fabrication, interface details, rack elevations, and cabling drawings will be prepared in AutoCAD format. PDF files will also be provided of the overall design for ease of review.

Rack Layout Drawings

- A. Contractor shall submit rack and cabinet layout drawings that shall show the physical arrangement and mounting of all components in or on communications racks and cabinets.
- B. Rack layout drawings shall include a bill of materials, and front, back, and section views, with power and wire management. Drawing shall include dimensions and minimum clearances shall be shown for all equipment with the racks surroundings
- C. The County must approve rack layout drawings before rack or cabinet fabrication begins.

Equipment Connection Diagrams

- A. Contractor shall submit connection diagrams for all racks that show the wiring and cabling of components within equipment racks. Components shall be shown arranged in the physical layout (not necessarily to scale) as they would appear to a person servicing the equipment. Connection diagrams shall clearly show:
 - B. All field wiring termination points
 - C. Conductor labels and equipment and device ratings
 - D. Wires as a continuous line between their termination points
 - E. The direction of entry to a wire bundle
 - F. Each wire label designation and color. The wire label designations on each end of a single wire must be identical, and must clearly identify the connections to be made (e.g. power, control, video, audio, monitoring, etc.)
 - G. All wire termination point numbers
 - H. Signal polarities
 - I. All jumpers, shielding and grounding details
 - J. Wire pairs
 - K. Spare wires and termination points
- L. The County must approve connection diagrams prior to the start of rack or cabinet assembly.

Site Interconnection Diagrams

- A. Contractor shall submit site interconnection diagrams showing the interconnection of all site equipment, including all field interconnecting cable termination points,

and wiring terminal blocks of all communications and power distribution. Diagrams shall illustrate connectivity between BOS, ITD, and any other secondary broadcast sites.

- B. Diagrams shall clearly depict all cable tags. Cable tagging shall conform to County standards.
- C. The County must approve Interconnection diagrams before equipment installation.

Installation Drawings

- A. Contractor shall submit installation drawings that show installation arrangements for all provided equipment, mounting and anchoring details, and location of conduit entries and access plates into cabinets. Method of anchoring for all equipment shall be shown, including anchoring hardware details.
- B. Installation drawings shall be submitted for all equipment installed.
- C. The County must approve the installation drawings before Contractor begins field installation.

As-Built Drawings

- A. Throughout the project, Contractor shall maintain a set of redlined Contract drawings, indicating all drawing changes.
- B. Prior to system acceptance, Contractor shall update all drawings to incorporate all changes made during implementation (“As-Built Drawings”).
- C. Contractor shall assure the final installation agrees with the As-Built Drawings.
- D. The County must approve all As-Built Drawings prior to final system acceptance.

Test Documentation

Test Plans

- A. Contractor shall provide test plans for all acceptance testing specified herein: Factory Acceptance Test, Acceptance Testing, and 30-Day Operational Burn-in Test.
- B. All Test Plans shall include:
 - Make and model of all test equipment to be used

- A description of the tests to be performed
- A detailed procedure for each test activity, including identifying the ports utilized in each test
- Program compatibility, between all technology and components
- The expected results
- Contractor shall submit a Test Plan to the County for review and approval at least 2 weeks prior to the scheduled start date for each of the tests specified in this SOW.
- The County must approve Test Plans before Contractor begins testing. If necessary, Contractor shall reschedule the test, at no additional cost to the County.

Test Reports

- A. Contractor shall provide test plans for all acceptance testing specified herein: Factory Acceptance Test, Acceptance Testing, and 30-Day Operational Burn-in Test
- B. Each Test Report shall include:
 - Test procedure
 - Make and model of all test equipment used, including most recent calibration date
 - Test results
 - Conclusions or recommendations resulting from the tests performed
 - Contractor shall submit a test report for approval within two weeks after the completion of each test.
 - The County reserves the right to delay or suspend follow-on project activities pending its approval of each test report. The County will provide review status (approve or reject) within one week of receipt of the test report from Contractor.

Training Documents

Training Plan / Training Manuals

- A. Contractor shall submit a complete description of all training classes, training outlines, a preliminary training schedule, a list of all proposed instructors and their resumes, examples of proposed training manuals, and a description of any special

training tools available (simulators, self-paced modules, personal computer-based training)

- B. Contractor shall submit the Training Plan for County approval at least 90 days prior to the schedule start of the course
- C. Contractor shall submit training manuals for each training course at least 60 days prior to the scheduled start of the course.

Equipment Manuals

General Requirements

- A. Contractor shall supply application, provisioning, operation instruction, and maintenance (preventative and corrective) manuals for all the equipment and software provided.
- B. The manuals shall be developed for personnel at the level of electronic technician.
- C. Manuals shall be provided on USB flash drive in text-searchable PDF format.

Manual Delivery Requirements:

- A. Contractor shall submit all manuals to the County for review at least 90 days prior to the start of the FAT.
- B. The County must approve all manuals before the start of the FAT

Manual Sections

- A. The Application section shall provide a detailed description of the proper applications for which the equipment is designed and how to properly install the equipment.

The Provisioning section shall describe how to provision the equipment to perform all the functions the equipment is designed to perform, including a full library of all commands and the command language syntax for each command.

The Operation Instruction section shall be written and illustrated in detail to the component level. It shall contain a detailed description of each major component so that maintenance personnel can effectively inspect, maintain, adjust, troubleshoot, and repair the equipment. This section shall include:

- Introduction – The purpose of the section, special tools and equipment required, and safety precautions
- General Information and Specifications – A general description of the equipment item, and specifications of its major components
- Theory of Operation – The relationship of subassemblies and components, and an explanation of their functions
- Software & Programming – Explanation of all software and firmware
- Operation Procedures

The Preventative Maintenance section shall include:

- All applicable visual examinations, periodic maintenance procedures, hardware testing, and diagnostic hardware/software routines
- Instructions on how to load and use any testing and diagnostic programs
- Any special or standard test equipment that is required to perform these procedures

The Corrective Maintenance section shall include:

- Guidelines for locating malfunctions down to card-replacement level
- Adequate detail for quickly locating the cause of an equipment malfunction
- The probable source(s) of trouble, the symptoms and probable cause
- Instructions for remedying the malfunction
- An explanation on how to use on-line testing and diagnostic programs for all devices and any special test equipment, if applicable
- A list of test equipment and special tools required
- A parts catalog enumerating every part of a piece of equipment to the lowest of card replaceable components

Functional System Specifications

This section describes the general, functional, and operational requirements of the desired system. While not a design, this section specifies requirements for system architecture and performance including redundancy, capacity, and operations.

Standards and Guidelines

- A. If the requirements of these specifications conflict with those of the governing codes and regulations, then the more stringent of the two shall be applicable. If Contractor cannot meet any of the standards or guidelines listed here, Contractor shall document and submit all deviations for approval by the County.
- B. Contractor shall comply with all environmental regulations established and imposed by federal, state, and local government agencies.

General System Requirements

- A. The new audio visual and broadcast system shall:
 - Consist of equipment in current production and be based on hardware and software platforms anticipated to be supported for a minimum of 5 to 7 years. Contractor shall not propose any equipment at or near end of life.
 - Reduce overall system and configuration complexity. The video production system shall produce programming that is more user-friendly while being functional and meeting all requirements
 - Ability to accommodate future technology development or being future proof
 - Be standardized and scalable to support operations (additional broadcast locations) at multiple County conference room locations anywhere on the County network
 - Allow for County Agents to remotely manage system from outside of Board Chambers
- B. All components utilized in the solution shall be fully tested in the field, with a proven service history of over 3 years in audio visual and broadcast systems.
- C. Manufacturers that supply components for the system must have a proven and known supply chain to serve the County for the anticipated ten (10) year lifecycle of the network.

- D. Software and firmware updates must be thoroughly regression tested prior to release and implementation. Software updates must include release information identifying the changes made, either to repair a problem or to make enhancements.
- E. The Board Chamber and related control systems will be upgraded to utilize current, reliable and supportable technology to allow the County to conduct Board and Committee meetings and other presentations requiring AV support.
- F. The new Board Chamber AV system will include new auto tracking cameras that integrate microphone audio system, local sound reinforcement, audio and video recording, integration of multiple cameras and presentation distribution to cable broadcast and online streaming.
- G. An integrated control system will be used to allow easy and intuitive user control of the system. The control system is to provide full system control, including selection and control of source devices, presentation switching, lighting and audio control. The control system should be managed onsite or remotely from a different County location
- H. The overflow locations at Closed Session room and Monterey Room will support live audio and IP video feed
- I. Facility electronics, electrical, millwork, structural and infrastructural design, engineering and modification are required to support the intended upgrade and are included as a part of this work.
- J. All existing equipment and associated racks will be removed except where identified to be reused.
- K. All wiring will be dressed and terminated properly. Cable wiring management will be put in place for easy access, testing and replacement of cables as needed.
- L. All Cables/cords will be labeled as well as all outlets and connections.

Detailed System Requirements

The Board Chamber has a fourteen (14) positions dais at the front of the room. Each seated location will have a mounted gooseneck microphone, mute switch, speaker, and confidence monitor(s)/ display. The microphones will be used for local sound reinforcement, audio conferencing, recording, and distribution to broadcast and will have a LED color ring indicator of status (mute or unmute). The speakers at the dais will support mix-minus local reinforcement for greater intelligibility of speech and presentation audio. The display will support confidence monitoring of content that is being displayed on the

large format displays in the room. The mute switch will be used to mute and unmute the microphone and shall have a LED status indicator that mirrors the ring LED status indicator on the microphone. The Clerk of the Board's position will have two additional mute buttons, one for muting all microphones and the other for controlling the mute/unmute of the podium microphone. The Clerk's position will also have a touch panel capable of controlling all room functionality described below.

The existing panel, displays, microphones, speakers and toggle switches are to be removed, millwork modifications made, and new devices installed.

Monitors at the dais locations shall be touchscreen and be capable of toggling between agenda (Granicus) and presentation views as needed.

Microphones quantities and placement should be appropriate to the use and size of room. Wireless lapel and handheld microphones should be included in solution

Chamber's Staff Positions

The Board Chamber has staff positions located near the dais. The County Clerk to board position will have a microphone, speaker (optional), computer, PC Display, and mute switch. The County Clerk will have a single confidence monitor display if needed for a total of two displays. The County Clerk will have an Owner Furnished Equipment (OFE) PC that is not integrated into the AV system but must be installed in the dais.

Additionally, there will be a touch panel located at the County Clerk to board workstation. The touch panel will be the primary in-chamber presentation control point for use during meetings to control the AV presentation systems and will be used to select and control the presentation media to be displayed in the Chamber, audio volume, audio conferencing, microphone control, and video.

A redundant secondary fully functional County Clerk to board station shall be installed to facilitate joint meetings.

Chamber's Lectern (Public Podium)

The existing podium can be reused in place, but the design should not be restricted by the podium. An adjustable gooseneck microphone will replace the existing microphone. The microphone should be placed in the proper location on the podium for speakers convenience. Control of the podium mute will be provided on any of the touch panels as well as from the Clerk's position via a button. Microphone should have the ability to extend.

A new speaker timing system shall be introduced. The display of the speaker timer can be creatively considered as part of the design of the podium display. The podium will have a small form factor desktop and monitor. A panel will be installed on the podium to provide a HDMI input to the system. Timer solution shall also be integrated virtual meetings, such as Zoom. Attendees via Zoom or other video conferencing solution, should be able to see the timer virtually

Presentation capabilities shall be IP based and support wireless / wired devices. The solution shall support Staff and Public bring your own device “BYOD”, flash drive, etc... and various forms of presentation using any software application. The presenter should be able to control their own presentation. The system shall support the existing podium document projector and County owned laptop for public use that is secured to the furniture.

Video Display

The presentation system video display should provide clear viewing from all areas of the Board Chambers. This will include the audience seating, dais positions, County Clerk workstation, and the directors seating areas.

The solution shall include high-definition video touch screen monitors to display presentation at the dais, staff locations, clerk of the board, interpreters, and security.

The solution shall support high-definition video inputs/outputs and shall be integrated with existing projector screen system

Camera system upgrade

The solution shall include an upgrade of all cameras (x5) to broadcast professional grade, high definition, and capable of pan, tilt, zoom systems. The solution shall include upgrade to all camera video processing and control devices.

Audio Reinforcement and Audio Conferencing

Gooseneck microphones, wireless microphones, and wireless handheld microphones will be used for voice reinforcement and presentation support. Refer to inventory for full quantity and existing conditions for placement.

Solution shall be a complete high-definition audio solution to include replacement, if necessary, addition as required, of all existing microphones, speakers, signal processors, amplifiers, controls/mixing console, and other ancillary equipment to distribute and optimize audio experience for users, staff, and public. Solution shall include the dais stations, podium, staff areas, clerk stations, media access, and interpreter locations.

Charging stations shall be provided and readily accessible for wireless microphones, lapels, as necessary. Clerk of the Board stations shall have full control of all microphones/speakers.

The video and computer sources are to provide media audio. A multi-zone distributed loudspeaker system will be employed for mixed media, audio conferencing, and voice audio reinforcement in the Board Chamber and the secondary Broadcast location. Volume level control for the Board Chamber will be available via the control system and is to be controlled remotely from any touch panel.

Assistive Listening

An assistive listening system is to be supplied to support additional audio reinforcement in the Chamber. The solution shall provide a new hearing system and interpreter devices. Contractor shall provide the appropriate assistive listening technology and devices per the specification of room size and use. System shall be compatible to integrate with interpreter and audio should flow to both the broadcasting and the interpreter systems (quantity of). Close caption feature should be integrated with monitors to aide attendees with disabilities. The County is leaning on Contractor expertise to follow all applicable local and state laws that apply to listening, visual and audio aides for disabled participants

Audio Recording Redundancy

Contractors proposed solution must incorporate audio recording redundancy. The solution may be battery operated to meet the requirements Audio Gating with Manual Override for Broadcast

The solution shall be capable of audio gating with the ability to manually override controls for Broadcast purposes.

Audio Multi-Media Integration Box

Solution shall include implementation of integrated media multi-box to provide direct audio feed for media attendees in the Board Chambers at areas to be identified during site walk.

Audio Integration of Existing Conference Rooms

Integrate existing audio speakers, wires, and controls with upgraded system. Contractor shall verify existing speakers and cables to determine if existing infrastructure is useable. If existing infrastructure is not to standard or can support new system, Contractor shall replace existing cabling, speakers, volume controllers and other associated components with new See Table 2 above for reference.

Audio Visual Control System (Creston)

Touch Control Panels are to allow the operator to have access to Board Chamber presentation, system controls for system power, display source selection, and video preview of any source.

The control system will sufficiently control all devices necessary to allow, upon source selection, seamless and automatic distribution of a selected Board Chamber presentation source device to the video displays and to the production system in hi-definition video. Additionally, audio from the selected source device shall be automatically selected and routed to the audio mixer while all unselected source devices are muted.

Control pages, panels or buttons will be laid out logically and symmetrically with a minimum of page flips, pop-ups or button changes for standard control functions. Background colors, button colors and layout shall be coordinated with the County and approved by County prior to site installation.

- A. Mute Buttons - Muting of all microphones will be controlled by the mute button as described above. Additionally, control of all microphones shall be made available on all touch panels.

Solution shall include replacement/upgrade of the existing Creston system to a new future proof Creston control system. The new control center shall be capable of being mobile, (similar to an iPad) and move more seamlessly and efficiently between commands for AV equipment, projection screens, and microphones

Dais Millwork Modifications

The Board Chamber dais tabletop millwork is to be retrofitted, modified and updated to accommodate the new AV and control components as needed. Modifications are to be coordinated with County staff and detailed designs and specifications are to be documented and approved by the County.

Accommodations

Solution shall be fully ADA compliant (Hearing/Visual impaired). Contractor shall differentiate what is a legal requirement and an accommodation.

Closed Captioning

Solution shall support and include implementation of closed captioning.

Overflow – Monterey Conference Room 2092

Integrate broadcast system with existing video conferencing presentation devices.

Broadcast – Content Format

Solution shall be flexible and able to support multiple formats to enable current and future high-definition broadcast formats.

Broadcast Distribution at ITD Data Center

Solution shall include the upgrade and integration of audio visual and broadcast distribution equipment located at 1590 Moffett Street. Contractor shall ensure new system is compatible and cutover to existing broadcast carrier demarcation points (Network VBrick Encoder/Decoders). The Contractor will be responsible for replacing the existing VBricks which will support both existing standard definition and future high definition to the carriers. Contractor will be responsible for identifying broadcast performance characteristics/parameters for each carrier to ensure smooth transition.

Broadcast – Graphics Fonts Character Generator

Solution shall include the upgrade and replacement of the broadcast graphics system

Controls and Monitoring from Media Control Room

Upgrade AV and broadcast controls at broadcast operators' console station. Upgrade to include replacement of fixed Creston AV controls and to provide monitoring capabilities of what is being sent to the carriers for broadcast, to reduce troubleshooting. Additionally, operator shall be able to monitor what carriers are broadcasting. Currently, only Comcast is being monitored in media control room. Solution shall enable monitoring of AT&T, Charter, and Internet feeds. Solution shall include replacement of existing wall mount monitor with a screen capable of displaying all feeds simultaneously or one at a time.

Video Conferencing Compatibility

The system shall be capable of integration with the County's existing Zoom-based video conferencing solution that is running on Polycom hardware, to support remote attendance. County intends to adopt Teams as a video conferencing solution in the future.

Granicus Compatibility & Upgrades

Contractor to ensure new system is fully compatible with the existing Granicus broadcast services and system hardware. Contractor shall provide recommendations where existing

services/hardware can be optimized/upgraded to increase functionality and make user experience better with respect to the requirements herein. Solution shall include:

- A. Implementation, training, and phased rollout of the ability to vote electronically via Granicus Votecast
- B. Implementation of Granicus Speak-Up to support interactive meetings where the public can make comments via the internet. Contractor shall develop workflow and procedures in coordination with County project stakeholders to integrate this solution into proposed system
- C. Implementation of a Staging/Development instance for training and testing, etc. prior to deploying changes to the production system
- D. Provide Board Members training to use iLegislate/iPads and charging stations for iPads at the dais
- E. Legistar Media / Archiving Workflow: Solution shall streamline operational workflow where possible. After reviewing process, Contractor proposed solution should reduce the number of steps for publishing archived videos for public consumption. Currently, the Clerk of the Board access several applications to accomplish this task. Contractor shall evaluate the current process and work with project stakeholders to accomplish a new streamline process with video archiving
- F. Granicus Agenda/Meeting Minutes Workflow: Reduce duplicate efforts for developing agenda and meeting minutes. Enable electronic documents.
- G. Training: Identification of user needs for training, using the Granicus product line. Set up training schedule and coordinate with Granicus account manager on behalf of the County to provide onsite training for County Staff users.

Digital Signatures

System shall support County Enterprise solution "DocuSign" for digital signatures and shall integrate these capabilities to the Granicus Legistar product to enable users to digitally sign documents where required.

Virtualization and Cloud Solutions

System shall support virtualization or in the "Cloud" solutions as much as possible and provide redundancy for critical components where possible.

- Remote Management
- System shall have the ability to be controlled and operated remotely from another County location, such the Information Technology department.
- Video Conferencing Integration
- Tracking Cameras

Digital Signage

Contractor shall install and integrate a digitized signage system that can be scaled to include additional locations. The system shall be easy to use, programmable, networkable and capable of integrating to the broadcast system to display agendas and announcements for public consumption in lieu of paper postings. Solution should be easy to manage, remotely from County network and workstations. Locations outside shall be weatherproof and hardened to prevent damage from vandalism. The following locations shall be equipped with digital signage:

- A. Inside the BOS Chamber lobby
- B. Schilling Place
- C. Clerk Public Counter

1441 Schillings Place Public Kiosk

Contractor shall install and integrate a public kiosk system that can be scaled to include additional locations. The system shall be easy to use, programmable, equipped with touch screen, and capable of integrating to the broadcast system to display agendas and announcements for public consumption in lieu of paper. Kiosk shall be hardened to prevent damage from vandalism. Kiosk shall be used for checking in, electronic comment cards in lieu of paper, agenda viewing, and printing. The following locations shall be equipped with a Kiosk:

- A) At public counter in front of Clerk of the Board's office with print capabilities. Kiosk shall be synced with printer located inside Clerk's office distribution (networked)
- B) in the BOS chambers lobby for view only

Remote Broadcasts

- A.** Contractor should provide a solution for remote meetings. This solution will tie into the overall broadcasting system seamlessly and will allow County staff or its agents

to record video and audio from outside the board chambers in remote locations. The solution shall be mobile and easy to setup.

Board Chamber's Environmental Upgrades

Sound Intelligibility

- A. Contractor shall provide a solution to enhance sound intelligibility to all seats in the board chambers. Contractor shall review and adjust board chamber acoustic if necessary.

Lighting Optimization

- A. Room lighting, both natural and ambient, shall be optimized to reduced discoloring, glares, shadows, and other poor lighting conditions that may affect the visual of presentations with new solution.
- B. Existing conditions include large windows along one side of the Board Chambers which present lighting challenges. On sunny days, board members nearest the windows can seem 'hot' on one side of their face or top of their heads. If light is strong from the windows, speakers at the public podium can seem a little dark. Optimize internal building lighting near/behind/on top of the projector screens which seem to washout the project screens.

System Monitoring

- A. Solution shall be SNMP V2 compatible with remote monitoring capabilities or equipped with software systems that can provide monitoring capability for each component of the AV and Broadcast system where possible. Contractor shall provide a list of all hardware that is capable of being monitored.

Network Security

- A. Any network port or device interface that is not used at the time of system implementation shall be software-configured to be disabled. A list of all disabled ports, by site, equipment designation, and port designation, shall be delivered to County as part of the system documentation package and will meet the following requirements:
 - A. County may require all network connectivity to be configured and connected to County network standards configurations and hardware. Contractor should work with the County representatives in clearly outlining all network connections, software, and configurations such as VLANs and QoS

- B. Once equipment is configured, Contractor will work with County IT representatives to conduct device vulnerability security scans. To prevent system impacts in the future, these scans should take place during commissioning. Contractor will provide a detail report outlining each device's vulnerability and the effected service/application
- C. The proposed system shall be designed for secure management of the devices and other required equipment as specified by the County of Monterey
- D. The proposed network shall be compliant with ITU-T x.805 Security Architecture.
- E. Network devices shall support the following security dimensions:
- Access control
 - Authentication
 - Non-repudiation
 - Data confidentiality
 - Communication security
 - Data integrity
 - Availability
 - Privacy
- F. The network architecture shall be designed to prevent the following security threats:
- Corruption or modification of data
 - Destruction of data and network resources
 - Disclosure of data
 - Interruption of system services
 - Removal or theft of data and network resources

Equipment Specifications

- A. Contractor shall furnish and install all new equipment, as required to meet all requirements of this SOW.

Spares

- A. Provide sufficient spares to resort system from critical or severe failures, using onsite spare components, as defined in Warranty Section of this agreement

Parts Availability

- A. Contractor shall certify that replacement parts for all delivered equipment shall be available for a period of at least 10 years after the equipment is no longer in production.
- B. In the event Contractor plans to discontinue the manufacture of any product line or stocking any part required for maintenance on the County system, Contractor shall send written notice to the County at least 24 months prior to the date of discontinuance to allow for last time buys and spares replenishment.

Additional Broadcast Room (Schilling Place)

- A. Contractor shall provide an option for a turnkey solution, including design and integration (of technology only) and for the purpose of broadcasting

Video Wall

- A. Contractor shall provide option to replace existing BOS Chamber projector system and screens with video wall that is appropriately sized to room and space. Options shall include pricing to retrofit the existing wall/cabinets to support new video wall system. All engineering, architectural, permitting considerations shall be included for turnkey delivery.

Management System

- A. Management System equipped with alarm, control, and tracking capabilities for the proposed AV and Broadcast system. The system shall where possible:
 - Be capable of remotely monitoring both Contractor furnished and other County equipment status and performance from all sites.
 - Have sufficient alarm, control, and monitoring capabilities to allow technicians to identify failing or failed components, to initiate the repair of defective or failing components, and to remotely monitor system status and performance for all system devices.
 - Be capable of monitoring, controlling, and tracking different alarm types (i.e., dry contact, sensor, environmental, etc.)

- Be configured to monitor all Contractor-furnished equipment.
- Support multiple levels of operator access allowing remote operation via secure VPN connection to laptop computer
- Be capable of replication, so that if the County installs primary and backup NMS', and if the primary server fails, the backup server will have the most up-to-date configuration data and can provide monitoring and diagnostic capabilities for the AV and Broadcast System.
- Perform automated backups of all device configurations and include a change log of all changes made to a device over time.
- Support a hierarchical user authorization mechanism allowing assignment of various roles to particular users and enabling those users to act on a specific subset of devices.
- Support a web-based interface and support Hypertext Transfer Protocol Secure (HTTPS) for access from any point on the IP network.
- Be capable of monitoring the proposed AV and Broadcast system and be capable of expanding to monitor future components of the system.
- Be capable of querying device status and performance information as well as receiving alarm/fault information from devices via SNMP and similar standards-based protocols.
- Provide a fault/alert list, performance graphs, and a topology map that indicates device status via color code. Access to the NMS shall be available via Web Browser from anywhere on the network.

The County will furnish the servers on which the management system will be hosted. Contractor shall provide the County with the hardware requirements for the management system with sufficient time for the County to make the equipment purchase and ship the servers to Contractor.

Monitoring System Manuals

- A. Contractor shall furnish NMS Operator's Manuals that describe the configuration and all functions related to the systems and equipment provided
- B. The manuals shall be organized for quick access to the description of each procedure.
- C. The manuals shall describe:
 - The operator interfaces and operator procedures

- Presentation of data on displays
- How the system and equipment react to situations such as heavy alarming, loss of communication links, heavy operator interaction, and loss of power and restoration of power
- How the systems and equipment react to system failures such as loss of CPU, loss of mass storage, loss of operator/machine display capabilities, and loss of communication
- The hardware configuration and device switching capabilities
- Every message and alarm that the system and equipment are capable of outputting and an explanation of what the message indicates and what action the system operator should take

Additional Spare Parts

- A. Provide per unit pricing for each replaceable module furnished by Contractor. Modules include, but are not limited to, amplifiers, microphones, etc.

Engineering and Technician Services

- A. Provide an hourly rate for each engineering and technician classification necessary to provide additional services that are beyond the length of this contract.

Test Equipment

- A. Contractor shall make recommendation for a full set of test equipment, including make and model, which the County should possess to effectively monitor, diagnose, repair, and test the equipment furnished pursuant to this Scope of Work. Contractor shall also provide per unit pricing for the recommended test equipment, to allow the County to purchase as needed.

Post-Warranty Services

- A. Hourly rate for each service tier for all supplied equipment, including top tier of 24 hours a day, 7 days a week, 365 days a year on-site support for annual increments following expiration of warranty.

Software Support and Upgrades

- A. Software support and upgrades for all supplied equipment, assuming Contractor can accomplish this task remotely.

Extended Warranty

- A. Extend the warranty for all supplied equipment for up to an additional 5 years, in 1-year increments.

Lifecycle Requirements

- A. The expected lifecycle for the audio visual and broadcast system is 10 years.
- B. Contractor shall not provide products that are scheduled for discontinuation without a replacement product from the same product platform or family scheduled for production.
- C. Contractor shall certify that each product is a model currently in production and not scheduled for discontinuation of manufacture for a minimum of 7 years from the date of installation.
- D. Contractor shall commit to support each product for a minimum of 15 years from final system acceptance.

Real Time Transcription

- A. Contractor shall recommend an automated software solution that integrated with overall technology proposed technology specification for Real Time transcription for documentation of discussions verbatim

Back-up and Restoral

- A. Solution shall include a secondary audio back-up recording in lieu of DVD recording by operator. Contractor shall confirm existing workflow and provide alternate automated options.

Message Board

- A. Solution shall utilize new Board Chambers video displays to provide the public audience an introduction message to a board meeting in Spanish and English. An ongoing instructions/glossary terms shall be displayed in regard to upcoming agenda / meeting.

Communications Access Real Time Translation (CART)

- A. Solution shall be capable to support and enable CART capabilities.

Additional Monitors in Chamber for Rear Sitting

- A. Solution shall be capable to support additional monitors. Placement of monitors shall accommodate audience member sitting at the back half of the Chambers.

Implementation

- A. Contractor shall be responsible for planning, coordinating, and implementing the system specified herein.
- B. Contractor shall be responsible for ensuring that implementation of the new system will not cause major disruption to the operations of the existing system or the services it supports. Implementation of project should be done without
- C. Site work shall be accomplished to minimize downtime of the existing system. All required network interruptions shall be coordinated and approved by the County.
- D. Contractor shall complete the installation and testing of all equipment specified herein using qualified technicians. All equipment installers and technicians shall be thoroughly trained and experienced in the configuration, installation, testing and startup of all Contractor furnished equipment, as applicable to the work being performed.
- E. Contractor shall utilize certified installers for all work. Certifications must be available at the site for verification.
- F. For all low voltage work, contractor shall use County approved vendors
- G. Contractor shall adhere to all state, local requirements for COVID 19

Infrastructure Construction and Coordination

- A. Contractor will provide all supporting infrastructure and construction to interconnect and install the proposed equipment for use. County will be responsible for all LAN provisioning, network connectivity and supply of Cable TV devices and incoming building Cable TV signal.
- B.** Contractor will review the site and confirm completion of the construction site work by related trades managed by Contractor prior to the delivery of equipment. As much construction, configuration, and assembly of the proposed equipment will be completed prior to on-site installation. Prior to installation, in the timeframe when the Board Chambers is scheduled to be closed (if necessary), Contractor will complete all necessary demolition, structural construction, wet work, and leave an environment free of dust and debris before equipment is moved into place.

Site Surveys

Contractor shall visit all sites to:

- Assess site, safety, and access conditions
- Verify work to be completed, including location of equipment and installation requirements
- Assess the condition of existing equipment, cabling, power systems, standby power systems, earthquake bracing, grounding, and all other installation practices, to assure that they adhere to industry standards and will support the installation of all equipment specified herein. Include recommended site upgrades in the Site Survey Report herein.
- Take photographs (at a minimum: overall site, equipment cabinets/racks, site grounding and lightning protection)

System Migration

- A. Contractor shall follow the Migration Plan delivered as part of the design package, to ensure a smooth transition from the County's existing system to the new system specified in this SOW. Any modifications to the plan shall be proposed to and approved by the County at least 2 weeks prior to implementation.
- B. Contractor shall have each path migrated within one day. It is Contractor's responsibility to notify the County prior to Contract Award if this is not achievable.
- C. Contractor shall provide 7 days advance notice for required outages of the existing system during the migration. Planned outages require written approval of the County.

Factory Acceptance Testing (FAT)

- A. Fourteen days prior to the FAT, Contractor shall submit a Test Plan to the County documenting all tests to be performed.
- B. Contractor shall provide all necessary technical personnel and test equipment to conduct the FAT. Contractor shall resolve all deviations, anomalies, and test failures at Contractor's own expense.
- C. Contractor shall perform a successful unwitnessed Pre-FAT, using the approved Test Plan, prior to the FAT.
- D. Both Contractor and a County representative shall sign the FAT Test Plan following successful completion of all tests. All tests in the FAT Test Plan shall be marked as either pass or fail.

- E. Documentation shall include identification of any equipment or component that failed the FAT. Contractor shall repair or replace and retest any such failed equipment or component. The County reserves the right to require repetition of all or any portion of the FAT after repair or replacement of any failed equipment or component.
- F. The County will travel to Contractor's test facility (within the Continental United States) to witness and verify the operating parameters of the AV and Broadcast system. The County reserves the right to test at random various aspects of the AV and Broadcast system while staged on Contractor's factory floor.
- G. Contractor may begin the installation phase after receiving approval from the County that the equipment meets the requirements set forth in this SOW. Approval to ship the equipment does not provide nor indicate final acceptance of the system in any manner.
- H. Contractor shall bear the cost to replace any equipment or system that does not meet the requirements set forth in this SOW prior to starting the installation phase.
- I. Each individual assembly or equipment unit shall undergo factory testing prior to shipment.
- J. Contractor shall submit a FAT Test Report to the County for review and approval, documenting the test results and indicating successful completion of the tests.

Equipment Coordination and Supply

- A. Supply of all required equipment to provide turnkey system, including all primary equipment components listed in the Primary Equipment List provided.
- B. Supply of interface and mounting components - Contractor will supply interface and mounting components and cabling, connectors and installation materials.
- C. Coordination and storage of procured equipment - Contractor will coordinate receipt and storage of all procured equipment at Contractor's facility for pre-assembly and fabrication prior to site installation.
- D. Contractor shall ship and warehouse all equipment and materials at its own expense. The County will not store equipment.
- E. Contractor maintains all liability and risk for all equipment until it has been installed at the site and accepted after commissioning by County

System Installation

- A. All subcontractors shall be preapproved by the County. Any change in subcontractor or its staff shall be preapproved by the County.
- B. Contractor shall be responsible for the configuration of all equipment.
- C. Installation shall consist of a complete system to include placement of associated cabling, appropriate system layout, and terminal connections. Contractor shall provide associated power supplies and any other hardware, adapters and/or connections to deliver a complete operable system to the County at the time of field acceptance.
- D. Contractor shall provide and pay for all materials necessary for the execution and completion of all work. Unless otherwise specified, all materials incorporated into the permanent work shall be new and shall meet the requirements of this SOW. All materials furnished, and work completed shall be subject to inspection by a County authorized representative.
- E. All cables for rack-mounted and wall-mounted equipment shall be cut to length and include a 96-inch service loop neatly fastened to rack cable standoffs or ceiling trays as appropriate. Excess cabling is not acceptable.
- F. Industry standard cable management shall be used for the installation of all cabling.
- G. All cabling shall be labeled with an identifier on each end that clearly indicates where the cable is terminated at both ends.
- H. All equipment and devices shall be clean internally and externally, and all damaged finishes repaired.
- I. Workers shall leave worksites neat and broom swept upon completion of work each day. Prior to final field acceptance, all shelter floors shall be thoroughly cleaned, and all scuff marks and abrasions removed. All trash shall be removed daily.
- J. Contractor shall install all equipment, antennas and associated materials described herein in strict conformance to the manufacturer's recommendations and shall use good craftsmanship.
- K. Contractor shall be responsible for preparing and submitting the necessary applications for site permissions/access to install equipment at non-County owned sites.

Equipment Racks

- A. Earthquake bracing shall conform to Telcordia GR-63-CORE Network Equipment Building System (NEBS) requirements for installation in Monterey County, California.
- B. Equipment positioning in racks or cabinets shall be in a manner that places heavier items lower in the racks and lighter items higher in the racks to minimize the effect of centrifugal forces.
- C. Bracing shall also be applied to equipment during unattended periods of construction.
- D. Prior to permanently bolting down racks, County must approval of final placement

Inspection

- A. A County representative and Contractor's Project Engineer shall conduct an inspection of each site upon substantial completion of installation. This inspection shall document any deficiencies on a single punch list provided to Contractor for resolution.
- B. Final field acceptance testing at any site shall not commence until all punch list items are resolved for that site and for any other site involved with the testing, unless otherwise approved by the County.

Acceptance Testing

- A. After all AV systems are installed, final testing and adjustments will be made to ensure compliance with the established performance criteria. County will be present to observe and sign off on the testing completion.

Factory Acceptance Testing

- A. After all systems are assembled and programming installed, pre-installation factory acceptance testing (FAT) will be performed in Contractor's facility and shall provide the County with the results.

System Installation

- A. Once the site is verified as completely prepared and acceptable for receipt of the systems, the AV components and equipment will be transported to the site and installed. Complete system installation to supporting infrastructure (conduit, electrical, and cabling) will be performed by Contractor during the timeframe

designated for Board Chambers closure, recess and other days identified as open for such work to be performed. Contractor shall plan on working outside of normal business hours if needed to complete project deliverables in an effort to not interrupt or impact day to day operations.

System Production

- A. Upon receipt of equipment, Contractor will provide the County with proof of delivery and begin the construction and assembly of approved systems. This work will be done in Contractor's facility. Systems will be fully assembled, wired, programmed and tested prior to delivery to the County's site.

Control System Configuration and Programming

- A. Contractor will configure and develop control system programming code and touch panel graphical user interface (GUI) code and pages to provide efficient and intuitive system operation. The control system manufacturer's standard application development environment will be used for all programming and configuration. Complete operating code will be loaded and tested in Contractor's facility prior to system installation.

General Requirements

- A. Prior to Acceptance Testing, Contractor shall:
 - Verify and document that all equipment, hardware, and software are upgraded to the latest factory revision. Multiple revision levels among same equipment types are not acceptable.
 - Provide 2 weeks written notice to the County that the system is ready
 - Submit a Test Plan for review and approval by the County
- B. Contractor shall provide all test equipment and miscellaneous cables, adapters and parts required to perform all testing specified in this SOW.
- C. Contractor shall calibrate all test equipment prior to testing.
- D. Performance of all tests must be in the presence of County or a County-approved representative.
- E. Testing requires the utilization of quality instruments in proper condition for all testing. Calibration records for all instruments shall be available at the site during all testing.

- F. Both a County representative and Contractor shall sign the Acceptance Testing Test Plan following successful completion of all tests. All tests in the Acceptance Testing Test Plan shall be marked as either pass or fail.
- G. Contractor shall submit all test schedules to the County for pre-testing approval.
- H. Contractor shall provide all necessary technical personnel and test equipment to conduct Acceptance Testing. All deviations, anomalies, and test failures shall be resolved at Contractor's expense.
- I. Contractor shall document, repair, replace and retest any equipment that fails any test. Contractor shall replace and retest all defective components.
- J. The County reserves the right to require retesting of any equipment that fails any test, after repair or replacement.

System Acceptance

- A. The integrated operation of the network shall be demonstrated.
- B. The test shall demonstrate the reliability, long-term stability, and maintainability of the system including all components implemented at that point.
- C. System Acceptance will occur after successful completion and approval of the following:
 - Final Detailed Design
 - Factory Acceptance Test
 - System installation and testing
 - Final inspection and punch list resolution
 - As-built documentation
- D. System Acceptance shall not occur based on any other factor, including the assertion of beneficial use.

Decommissioning, Removal and Disposal of Existing Equipment

- A. After acceptance of the new system by the County, Contractor shall remove existing AV and Broadcast system equipment that is not being reused in the new system and transport it to a location specified by the County.

B. Contractor shall create a detailed inventory of the removed equipment, listing the following, at a minimum:

- The owning agency
- Model numbers
- Serial numbers
- Asset numbers
- Former Location

C. Unless otherwise agreed to by Contractor and the County, disposal of equipment will be the responsibility of the County. Contractor may offer to dispose of equipment.

Cutover of Existing Devices

A. Contractor shall identify all existing devices to be migrated / integrated into the new system and coordinate and supply a plan to the County.

Training

A. Once all systems are installed and final testing and adjustments have been completed, County staff operational training will be performed and provided by Contractor.

B. Following the User Training, County will perform a complete mock meeting run-through. If successful, a System Acceptance Certificate will be executed.

C. Failure of any component during the System Acceptance will result in withholding of payment and may invoke Liquidated Damages if the system cannot be used for the next scheduled public

Technical Training & User Training

A. The County's technical support staff will be trained both as the system is being installed and in a dedicated training/overview session on site.

General Requirements

A. All training sessions shall be conducted at a County-approved facility in Monterey County, California.

- B. Contractor shall submit a Training Plan and Training Manuals for review and approval by the County, as described under Design Submittals herein.
- C. Contractor shall provide all instructional material required to conduct each training session, including, but not limited to, test equipment, training manuals, video projectors, interactive self-paced personal computer programs, and complete equipment operating instructions.
- D. All training sessions shall utilize County spare equipment for training purposes.
- E. Contractor shall provide two training sessions for each type of training. Each session shall support eight individuals.
- F. Contractor shall coordinate with the County to schedule each session.
- G. Contractor shall have at least one representative at all training classes to answer County questions.

Training Courses

Contractor shall provide training for all new equipment, including, but not limited to, the speech reinforcement system, broadcast graphics and broadcast systems and all associated equipment. Contractors produce all training material in softcopy Contractor shall provide training onsite and in person. Training session must be coordinated in advance to ensure all stakeholders participate and attend. Contract must hold several training sessions to meet participants schedules. Training shall include:

- Basic theory
- System maintenance, configuration, and troubleshooting
- Monitoring system, maintenance, configuration, troubleshooting and report generation
- Basic users training and functionality
- Written training materials

System Warranty, Maintenance, and Support

All equipment provided shall be new and covered by a full manufacturer's warranty for 1 year, commencing with the County's final acceptance of the system.

During the warranty period, service and repair shall be performed 24 hours a day, 7 days a week, 365 days a year. There shall be no additional charges for work outside of normal Contractor business hours.

System performance, installation, and all hardware, parts, software, and materials (including third-party equipment) shall be warranted for a period of 1 year.

Warranty coverage shall include all related return and delivery fees.

Contractor shall provide a service telephone number for standard business hours, holidays excluded.

Contractor shall provide a separate service support quote with a complete and comprehensive program of preventive maintenance, service and warranty support for a period of five years from the date of acceptance of each project phase. Response is expected within four hours of service request during normal business hours. Requests received after hours will be responded to next business day.

Contractor shall provide remote diagnostic and technical support. After hours support must also be provided at a specified hourly rate. The support shall cover removal, reinstallation, configuration, testing and alignment of repaired equipment, and shall include four (4) preventive maintenance visits per year per room on a quarterly basis.

Contractor shall cover all required parts and repair costs for equipment breakdown. Such support will be billed on an annual basis subject to cancellation without reason.

All System Source Code, millwork shop drawings and inventory of any old equipment in use at the close of the project with an inspection status from Contractor which shall be used as an attachment to the "Preventative Maintenance and System Warranty" contract.

The County shall have the right to perform any maintenance and/or repairs required during the warranty period without voiding or affecting Contractor's warranty.

Day One Support

Contractor will provide one system engineer on-site for the first live County Board meeting that will utilize the new system.

1. Contractor shall contact the County within 30 minutes of telephone notification of an issue
2. Contractor's qualified service representative and the County's representative shall attempt to resolve the issue over the phone or via remote network management
3. If Contractor's qualified service representative and the County's representative cannot resolve the issue remotely or over the phone, then the County will determine the criticality of the service issue, as follows:
 - Critical – a system failure or outage that creates total system unavailability of one or more sites
 - Severe - a system failure or outage that affects or reduces system availability by 50% or more to one or more sites
 - Minor - a system failure or outage that affects or reduces the full operational availability of one or more sites but does not affect overall system availability
4. Contractor shall provide on-site repair for the following outage classification levels as follows:
 - Critical – onsite within 24 hours, with a maximum restoration time after arrival onsite of 4 hours
 - Severe - onsite within 48 hours, with a maximum restoration time after arrival onsite of 4 hours
 - Minor - onsite within 72 hours, with a maximum restoration time after arrival onsite of 4 hours

Contractor shall repair all equipment, hardware, and software throughout the implementation and warranty periods.

A. Contractor shall provide the County with written documentation indicating:

- The cause of the service outage
- The resolution
- All post-repair testing procedures to ensure proper operation

If Contractor uses County-owned spares to complete a repair, the documentation shall include the model and serial number of both the defective unit and the spare.

Hardware:

- For all equipment needing factory or depot repairs, Contractor shall maintain a comprehensive tracking system to track units enroute to and from the factory/depot
- Replacement parts shall be new or original repaired parts only
- Fixed equipment mail-in board repair shall be completed within seven calendar days of receipt
- Equipment must be returned to the County via second-day shipping, with tracking number provided to the County
- Serialized units sent in for depot repair must not be exchanged unless specifically authorized by the County
- The original unit must be repaired and returned unless specifically authorized by the County

Software and Firmware:

- Contractor shall warranty all software and firmware.
- During the installation, warranty, and extended warranty periods (if applicable), Contractor shall provide, at no additional cost, commercially available upgrades of all software and firmware originally sold to the County.
- The frequency and timing of installation of upgrades during this period shall be at the sole discretion of the County based on availability as provided by Contractor.
- Contractor shall provide all back-up media and revised software manuals to the County at the time of any software revisions at no cost.
- Contractor shall update all devices to the same and latest release level prior to the conclusion of the warranty period at no additional cost to the County.

Recurring Failures and Manufacturer Defects:

- Any fixed equipment or fixed equipment module that fails twice during the acceptance test or twice during the first 12 months after System Acceptance shall be indicative of a recurring or systemic failure or defect that warrants further investigation by Contractor and County
- If the County deems the defect to be systemic after the investigation is completed, Contractor shall then be responsible for replacing at no

additional cost to the County all equipment and/or equipment modules related to the recurring or systemic failure, not only the specific equipment affected.

- Contractor, at no additional cost to the County, shall correct latent design defects or recurring problems relating to software, firmware, hardware, or overall system design, during the warranty period.
- During the warranty period, Contractor shall correct all system malfunctions due to software at no additional cost to the County.
- If, during the first 5 years after System Acceptance, 25% of any type of Contractor-supplied equipment or material fails, Contractor shall replace this equipment or material at no additional cost to the County.

County of Monterey

Billing Plan Exhibit B

8/4/2022

			Billed	Estimated Actual	Equip, Tax, Bond	Labor	Subcontract	Licenses, Warr	Complete by Paid Date
	Invoice	Paid	\$ 2,016,246.33	\$ 2,016,246.33	\$ 1,036,094.65	\$ 401,890.00	\$ 518,347.52	\$ 59,914.16	
25%	Sept	Nov	\$ 504,061.58	\$ 511,300.00	\$ 300,000.00	\$ 185,000.00	\$ 26,300.00	\$ -	Portable, HE & Chamber Racks
20%	Oct	Dec	\$ 403,249.27	\$ 385,313.13	\$ 330,000.00	\$ 22,000.00	\$ 32,470.00	\$ 843.13	Dig Signage, Mont Rm Rack
10%	Nov	Jan	\$ 201,624.63	\$ 241,538.00	\$ 150,000.00	\$ 48,000.00	\$ 33,538.00	\$ 10,000.00	Sea Cave, Monterey Rm, HE Turnover
10%	Dec	Feb	\$ 201,624.63	\$ 265,319.93	\$ 152,485.18	\$ 56,000.00	\$ 51,834.75	\$ 5,000.00	Chamber Shop Tests
15%	Jan	Mar	\$ 302,436.95	\$ 275,953.00	\$ -	\$ 24,000.00	\$ 251,953.00	\$ -	Chamber Infrastructure Complete
10%	Feb	Apr	\$ 201,624.63	\$ 106,259.05	\$ -	\$ 26,701.00	\$ 70,417.02	\$ 9,141.03	Chamber Substantially Complete
10%	Apr	June	\$ 201,624.63	\$ 230,563.22	\$ 103,609.47	\$ 40,189.00	\$ 51,834.75	\$ 34,930.00	(4 Mtgs & Satisfied Closeout) (10% Retention)
100%			\$ 2,016,246.33	\$ 2,016,246.33	\$ 1,036,094.65	\$ 401,890.00	\$ 518,347.52	\$ 59,914.16	

Exhibit C

Milestone	Start	End	Task	Design Eng	Project Eng	CAD	PRG	Field Eng	Project Mgt	Sub PM	Shop Tech	Sub Shop Tech	Spinitar Delivery	Tech 1	Tech 2	Tech 3	County
1	9/1/21		Tentative Award														X
			Design Review and Updates														X
	9/7/21	9/29/21	Prepare open issues document	8													
2	9/29/21	9/29/21	Customer Preliminary System Design Review @site	12	12												X
	9/30/21	10/6/21	Prepare Report on initial review	8													
	9/30/21	2/13/22	Design Updates per Customer Requests	40													
	10/21/21	10/21/21	Online review of 9/29 Meeting report	2													X
3	10/29/22	11/29/22	Project On Hold for Protest														X
	12/10/21	12/10/21	Site Review for Millwork & Workflow Review	12													X
	12/14/21	12/15/21	Prepare Report with design mods from interviews	8													X
	12/15/21	12/16/21	Prepare Infrastructure RFQ	8													
	1/3/22	1/3/22	Site Review with Electrical to get Lighting load data	8													X
	2/14/22	3/9/22	Updated Scope & System Description	16													
4	3/9/22		Updated Proposal (March)														X
	3/29/22	3/29/22	Site Meeting to add Monterey Rm as backup, Sea Cave, and Schilling Updates (non-backup)	8													
	3/29/22	4/22/22	System Design - Monterey, Sea Cave, Schilling	8													
5	4/28/22	5/4/22	Updated Proposal (May 4)														X
5a	7/6/22	7/8/22	Updated Proposal (July 7)														X
	Aug		Network Design	2			2										
	Aug		Network Design Review with CoM	1			1										X
6	Aug		County Order Network Switches														X
7	Aug		Customer Request Board Approval for Equipment Purchase														X
8	9/13/22		Approval to Proceed (Board Approval)														X
	9/14/22	10/1/22	Execute/Process Contract														X
	Sept		Internal Review & Kickoff	2	2		2		2	2							
9	Oct		Release Critical Equipment Orders & Track						8								
10	Oct		Project Kickoff and Site Visits														
	Oct		Customer Project Kickoff (Management Plan, Coordination, Meetings, review open issues and schedule action items)	1	1		1		1								X
	Oct		Site Review Planning & Discussion	1	1		1		1	1							X
	Oct		Final System Design Review @ all three sites	4	4		4		4	4							X
	Oct		Alisal - Chamber, DS, Oflow, Mont. Rm, Sea Cave	2	2		2		2	2							X
	Oct		Moffit - Headend Rack Plan inc Transition	1	1		1		1	1							X
	Oct		Schilling - Lobby DS, Cayenne	1	1		1		1	1							X
	Oct		Infrastructure Planning Meeting (@site)														X
	Oct		Front Wall Cabinetry & Electrical Sequencing	1	1												X
	Oct		Dais Cabinet & Electrical Sequencing	0.5	0.5												X
	Oct		Lighting Control Electrical Sequencing	0.5	0.5												X
	Oct		Broadcast Lighting Electrical Sequencing	0.5	0.5												X
	Oct		Review & Plan Chamber Audience, Mon, DS Electrical	0.5	0.5												X
	Oct		Develop QC Plan						4								
			System Engineering														
	Oct		Digital Signage content & criteria discussion	2													X
11	Oct		Finalize Equipment List, Release, Track	2	2				16								
	Oct		Headend Eng & Rack Plan inc Transition		8				2								

Milestone	Start	End	Task	Design Eng	Project Eng	CAD	PRG	Field Eng	Project Mgt	Sub PM	Shop Tech	Sub Shop Tech	Spinitar Delivery	Tech 1	Tech 2	Tech 3	County
	Oct		Monterey Rm System Eng - CAD Prep		8												
	Oct		Sea Cave Rm System Eng - CAD Prep		8												
	Oct		Portable System Eng (inc Case Spec & Layouts)		16												
	Oct		Kiosk Design inc discussion w/customer		1												X
	Oct		Kiosk Design Review		1				1								X
	Oct		Prep Instance ID Chart		4												
	Oct		Finalize under-Dais details		8												
	Oct		Chamber Front Wall Engineering		4												
	Oct		Press Plate (Custom Engraving Layout)		1												
	Oct		Lighting System Engineering		8												
	Oct		Rack Layouts - Prod, HE		16												
	Oct	Nov	Chamber - Equipment Plans & Detail - CAD Prep	2	32				2								
	Oct	Nov	Cable Pull Lists	2	16				2								
	Oct	Nov	Materials Mtg & Final Materials List for Order		8				8	2							
	Oct	Nov	Preliminary Control System Planning	4	4		4										
	Oct	Nov	Programming Specifications - Monterey Rm		4												
	Oct	Nov	Programming Specifications - Sea Cave		4												
	Oct	Nov	Programming Specifications - Chamber	8	16		8										
	Oct	Nov	Algorithm Specifications	4			10										
	Oct	Nov	GUI Development - Start Initial Proposed Layouts - Monterey, Sea Cave				24										
12	Oct	Nov	Crestron GUI Review & Updates - Monterey Rm, Sea Cave				16										X
	Nov	Dec	Crestron Programming - Monterey				40										
	Nov	Dec	Crestron Programming - Sea Cave				16										
	Nov	Dec	GUI Development - Start Initial Proposed Layouts - Chamber, Production, Broadcast	4	4		80										
	Oct	Dec	Weekly Status Calls	24	24		24		24	8							X
	Nov	Nov	CAD Sheet Numbering Plan	1					1								
	Nov		CAD Construction Drawings - Monterey, Sea Cave, Portable			80											
	Nov		Drawing Review - Monterey, Sea Cave, Portable	4	4	8	4		4								
13	Dec		Preliminary Engineering & Chamber GUI Review w/Customer (Online)	2	2		2		2								X
14	Dec		Customer Review - Proposed final Production Workflow inc Production GUI Review	1	1		1		2								X
	Dec		Crestron GUI updates - Chamber, HE, DS				16										
15	Dec		Final Customer GUI Review Presentation	2	2		2		2								X
	Dec		IP Chart - Monterey, Sea Cave, Portable	1	4		2										X
	Dec		IP Chart - Chamber, HE, Lighting	1	4		1										X
	Dec		CAD Construction Drawings - Chamber, HE, DS			104											
	Dec		Drawing Review - Markup, Update - Chamber, HE, DS,		8	8	4		4								X
16	Dec	Dec	CAD Complete														
	Dec	Jan	Config & Training Manuals (Prelim)		80			40	16								
	Dec	Jan	Crestron Programming - Headend				40										
	Dec	Jan	Develop Commissioning Plan - Headend System		8				1								
	Dec	Jan	Develop Headend Cutover Plan		4				1								
	Dec	Jan	Chamber DSP Layout & DSP GUI		4			40									
	Jan	Feb	Crestron Programming - Chamber/Production				200										
	Jan	Feb	Develop Commissioning Plan - Production System		8				1								
	Jan	Feb	Develop Commissioning Plan - Chamber AV System		8				1								
	Jan	Feb	Develop Commissioning Plan - Chamber Lighting System		4				1								
17	Jan	Feb	Customer Training Plan Review Conference		2		2		2								X
	Jan	Feb	Cable Pull Lists - Finalize inc/ Wire #s		4												
			Design & Eng TOTAL HOURS	220	371	200	511	80	117	21	0	0	0	0	0	0	

Milestone	Start	End	Task	Design Eng	Project Eng	CAD	PRG	Field Eng	Project Mgt	Sub PM	Shop Tech	Sub Shop Tech	Spinitar Delivery	Tech 1	Tech 2	Tech 3	County
	Oct	Nov	Materials Order		8				8								
	Oct	Dec	Customer Rack/Install Coordination Conferences	8	8				8	8							
			RACK BUILD														
	Dec	Dec	Headend Equipment Received						2								
	Dec	Dec	Mount & Interconnect all equipment in Shop Rack		8	16			12			32					
	Dec	Dec	Configure and Test headend Systems (Concord)	8	24		16	8	2		8						
18	Dec	Dec	Prepare Equipment & Rack for Transport						4	4		7					
	Dec	Dec	Portable Equipment Received						4								
	Dec	Dec	Mount & Interconnect all Portable Racks in Shop		4				2	2		24					
	Dec	Dec	Configure and Test Portable Systems (Concord)	6	8				2								
19	Dec	Dec	Prepare Portable Equipment & Racks for Transport						2			8					
	Dec	Dec	Sea Cave & Chamber Lighting														
	Dec	Dec	Address (DMX) All Lighting Fixtures (Concord)					8	2								
	Dec	Jan	Monterey Rm Equipment Received						4								
	Dec	Jan	Mount & Interconnect Rack Equip in Shop		4				4			24					
	Dec	Jan	Configure and Test Systems (Concord)	6	8				2								
20	Dec	Jan	Prepare Equipment & Rack for Transport						2			8					
	Jan	Jan	Production Racks Equip Received														
	Jan	Jan	Mount & Interconnect all Rack equipment in Shop		8	12	11		8		8	96					
	Feb	Feb	Configure and Test Production Systems (Concord)		20			80	4			16					
21	Feb	Feb	Factory Acceptance Tests	24	20			36	4			8					X
	Feb	Feb	Prepare Equipment & Rack for Transport						4	4		8					

Milestone	Start	End	Task	Design Eng	Project Eng	CAD	PRG	Field Eng	Project Mgt	Sub PM	Shop Tech	Sub Shop Tech	Spinitar Delivery	Tech 1	Tech 2	Tech 3	County
			SITE INSTALL														
			Digital Signage, Kiosk, Distribution Systems														
	Jan	Jan	DS Equipment Received						6								
	Jan	Jan	Start of Digital Signage Install - Int Mtg	1	1				1					1			
	Jan	Jan	JE11 - Digital Signage Electrical														
	Jan	Jan	Site Install		16					4				24	24		
	Jan	Jan	FWI - Remote Setup														
22	Jan	Jan	Commission/Test	8	16				1								X
			Monterey Rm Install						4	3							
	Jan	Jan	JE14 - Monterey Rm Electrical						1								
	Jan	Jan	Deliver Rack & All Equipment to Monterey Rm										8				
	Jan	Jan	Cable Pull - (1) 85" Display, (2) Mics, 1 MXWC AP (1) Cam (1) Plate											4	4		
	Jan	Jan	Rack Terminations											14			
	Jan	Jan	Field Term - (1) 85" Display, (2) Mics, 1 MXWC AP (1) Cam (1) Plate												8		
	Jan	Jan	2-man Install - (1) 85" Display											2	4		
	Jan	Jan	1-man Install - (2) Mics, 1 MXWC AP (1) Cam (1) Plate							6					4		
	Jan	Jan	Cleanup & Loadout												4		
	Jan	Jan	Commission/Test		4			14						8			
	Jan	Jan	Testing with Customer		2			2									X
	Jan	Jan	Punch List Work		6			6									
23	Jan	Jan	Final Customer Review		2			2									X
	Jan	Jan	Headend Install														
	Dec		Site Visit for Phase 1 Planning	8	8				8								X
	Dec		Start of Headend Install - Int Mtg	1	1				1			1					
	Jan		CableCast Install Support														
24	Jan	Jan	Headend Install/Cutover	12	12			16						32	32		X
			Sea Cave Rm Install							8							
	Jan	Jan	JE13 - Sea Cave Rm Electrical						1								
	Jan	Jan	Deliver all Equipment & Furn to Sea Cave Rm										8	2	2		
	Jan	Jan	Cable Pull - (1) 55" Display, (1) TP ,(1) Plate (1) DMX											4	4		
	Jan	Jan	Install RMC4 Master in IDF											2			
	Jan	Jan	Field Term - (1) 55" Display, (1) TP ,(1) Plate (1) DMX												2		
	Jan	Jan	1-man Install - Lighting Support Structure, TP, Plate											8	8		
	Jan	Jan	Hang Lights & Pantographs, daisy chain DMX512											4			
	Jan	Jan	Setup Furniture												4		
	Jan	Jan	Cleanup & Loadout												2		
	Jan	Jan	Commission/Test		4			4						4			
	Jan	Jan	Testing with Customer		4			4		2							X
	Jan	Jan	Punch List Work		2			2							2		
25	Jan	Jan	Final Customer Review		2			2									X
			Portable System Site Testing														
	Jan	Jan	Start of Portable System Test - Int Mtg	2	2				1	1				2			
	Jan	Jan	Site Setup - For Remote Site Use		4				1	1				8	8		
26	Jan	Jan	On-Site Training		4												X
	Jan	Jan	Site repack		4									8	8		

Milestone	Start	End	Task	Design Eng	Project Eng	CAD	PRG	Field Eng	Project Mgt	Sub PM	Shop Tech	Sub Shop Tech	Spinitar Delivery	Tech 1	Tech 2	Tech 3	County
27	February	April	CHAMBER SHUTDOWN														
			Start of Infrastructure														
	Jan	Jan	Customer & Subcontractor Coordination						8								X
	Feb	Feb	Chamber Equip & Cable De-install		12										16	16	X
	Feb	Feb	Production Rm De-install		12									24	8	8	X
	Feb	Feb	JE1 - Chamber Front Wall Cabinetry & Electrical						1								
	Feb	Feb	JE2 - Under Dais Cabinetry & Electrical						1								
	Feb	Feb	JE3 - Dais Backsplash Cabinetry & Electrical						1								
	Feb	Feb	JE4 - Clear Clerk & Light Control Conduits						1								
	Feb	Feb	JE5 - Clerk Station Cabinetry & Electrical						1								
	Feb	Feb	JE6 - Lighting Control Electrical						1								
	Feb	Feb	JE7 - Broadcast Lighting Pipe & Electrical						1								
	Feb	Feb	JE8 - Ceiling Monitor Electrical						1								
	Feb	Feb	JE9 - Press Plate						1								
	Feb	Feb	JE10 - Audience Electrical						1								
	Feb	Feb	JE12 - Rack Electrical						1								
28	Feb	Feb	Infrastructure Complete														
			Start of Chamber & Production AV Install						4								X
	Jan		Start of Chamber AV Install - Int Mtg	1	1				1					1			
29	March	March	Deinstall	8						8				16	16	16	
	March	March	Cable Pull	8						8				24	24	24	
	March	March	Equipment & Rack Delivery						2				8	8	8	8	
	March	March	Rack Terminations		8				8	8				137			
	March	March	Video Wall Install - Spinitar		4		8		8						8	8	
	March	March	Video Wall Install - Samsung														
	March	March	Clg - Spkrs, Shades, 85", Brdcast Lites		8				8						40	40	
	March	March	Floor - Dais, Staff, Lect, Press		8					8					80	80	
	March	March	Console Assembly, Cable, Equip install & Term		8					8				40	24	24	
	March	March	Cleanup & Loadout												16	16	
	April	April	Commission/Test	16	16			88						16			
	April	April	Config & Training Manuals (Updates)	4	16		8		8								
30	April	April	Testing with Customer	8	8			8									X
	April	April	Punch List Work		16			16	2	4				8			
	April	April	Final Customer Review		8			8	8								
31	April	April	Broadcast Test with Customer	4	4			4									X
			End Physical Install														
	April	April	On-Site Training	4	40			48	8								
	April	April	Training Manual Updates Review Conference	1	1		1		1								X
32	May	May	Site Support for first 4 Meetings	8	52			96	24								X
33	May	May	Closeout														
	May		Prepare Final Documentation	4	4	40	4		8								
	May		Documentation (Docs Department - Taxable)														
	May	May	Sign-Off														X
			TOTAL HOURS	370	811	268	559	532	335	108	16	232	24	401	360	240	

Spinitar**County of Monterey - Board Chambers - AV & Broadcast Systems - Exhibit D****PRICING SUMMARY****Quote 141669**

Note: "Tax Adjust" recovers tax not assigned to Labor Categories "Shop Labor", "Documentation", and Subcontract Materials

Final - 7/11/2022

Description	Total Value	Equip	Sales Tax	Labor	e-Waste	Subcontract	Recurring Svcs Spinitar	Recurring Licenses
Design & Engineerinn	\$202,720.00	\$0.00	\$0.00	\$202,720.00	\$0.00	\$0.00	\$0.00	\$0.00
Broadcast Headend	\$83,103.36	\$47,135.34	\$4,360.02	\$15,550.00	\$8.00	\$13,800.00	\$0.00	\$2,250.00
Production Room	\$336,428.13	\$206,944.12	\$19,142.33	\$50,700.00	\$25.00	\$49,617.65	\$0.00	\$9,999.03
Spanish Channel (Closed Caption)	\$24,190.97	\$14,945.39	\$1,382.45	\$7,020.00	\$0.00	\$0.00	\$0.00	\$843.13
Chamber	\$415,564.28	\$176,890.49	\$16,362.37	\$12,830.00	\$132.00	\$209,349.42	\$0.00	\$0.00
Video Walls	\$240,638.78	\$145,922.70	\$13,497.85	\$3,840.00	\$0.00	\$77,378.23	\$0.00	\$0.00
Lighting Control System	\$47,348.40	\$5,528.75	\$511.41	\$9,640.00	\$0.00	\$31,668.24	\$0.00	\$0.00
Broadcast Lighting	\$54,886.50	\$24,913.75	\$2,304.52	\$8,020.00	\$0.00	\$19,648.23	\$0.00	\$0.00
Digital Signage	\$105,801.96	\$24,665.47	\$2,281.56	\$7,330.00	\$18.00	\$61,596.93	\$0.00	\$9,910.00
Portable System	\$69,437.78	\$45,965.93	\$4,251.85	\$10,920.00	\$0.00	\$8,300.00	\$0.00	\$0.00
Sea Cave Room	\$87,614.80	\$51,284.94	\$4,743.86	\$7,300.00	\$6.00	\$24,280.00	\$0.00	\$0.00
Monterey Room	\$123,275.09	\$80,219.93	\$7,420.34	\$12,490.00	\$16.00	\$22,708.82	\$0.00	\$420.00
Spare Parts	\$95,100.70	\$87,023.98	\$8,049.72	\$0.00	\$27.00	\$0.00	\$0.00	\$0.00
Management Software/Services	\$10,674.06	\$3,125.00	\$289.06	\$6,000.00	\$0.00	\$0.00	\$0.00	\$1,260.00
Training and 4 Meetings Support	\$47,530.00	\$0.00	\$0.00	\$47,530.00	\$0.00	\$0.00	\$0.00	\$0.00
First Year Support - Spinitar	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	\$0.00
Bond	\$24,194.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$2,003,509.77	\$914,565.79	\$84,597.34	\$401,890.00	\$232.00	\$518,347.52	\$35,000.00	\$24,682.16
Grand Total with correct Tax	\$2,016,246.33		Tax Adjust Final Tax	\$12,736.56 \$97,333.90				

EXHIBIT E – BONDING REQUIREMENT

1) Bonding Requirement:

Within 10 days of the signing of the Agreement by both parties, Presentation Products, Inc. dba Spinitar (“Contractor”) will provide to the County of Monterey (“County”) a performance and payment bond, each in an amount equal to one hundred percent (100%) of the contract amount. Said bonds shall be executed by a corporate surety acceptable to the County and shall be in a form substantially the same as the sample bonds attached hereto as Attachment 1.

2) Force Majeure Qualification

Notwithstanding any other terms of this Agreement, Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from performing by Acts of God, terrorism, war, pandemic, epidemic, supply chain interruptions, medical emergencies, acts of government or administrative suspension, limitation or shut-down, and shall not be held liable for any impacts, delays, defaults or damages related to the work arising out of the foregoing, or from the direct or indirect consequences or aftermath of any of the foregoing; further, in case of such delay, Contractor shall be entitled to equitable relief, including but not limited to extension of the Contract Time at least equal to the duration of the delay.

PERFORMANCE BOND

(Public Work)

Bond No.:

Premium: \$xxx

KNOW ALL BY THESE PRESENTS, That we, _____, as Principal, and _____, a _____ corporation, as Surety, are held and firmly bound unto _____, as Oblige, in the sum of _____ Dollars (_____) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Oblige dated _____ for _____ ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Oblige to be in default under the Contract for failing to perform the Construction Work; and Oblige has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Oblige, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Oblige and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Oblige and, as soon as practicable after the amount is determined, tender payment therefor to the Oblige; or (b) Deny liability in whole or in part and notify the Oblige citing reasons therefor.
4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Oblige pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Oblige such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Oblige, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Oblige under the Contract and any amendments thereto, less the amounts properly paid by Oblige to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.
5. Any suit by Oblige under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal

ceased performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligee.

8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this _____ day of _____, _____.

(Principal)

By: _____

By: _____, Attorney-in-Fact

PAYMENT BOND

(Public Work)

Bond No.:

Premium Included In Performance Bond

KNOW ALL BY THESE PRESENTS, That we, _____, as Principal, and _____, a _____ corporation, as Surety, are held and firmly bound unto _____, as Oblige, in the sum of _____ U.S. Dollars (_____) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Oblige, dated _____, for _____ ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than Oblige having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.
2. Principal and Surety hereby jointly and severally agree with Oblige that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Oblige shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - a. After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and
 - b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.

5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this _____ day of _____, _____.

(Principal)

By: _____

By: _____, Attorney-in-Fact



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

BILL TO:		JOB LOCATION:	
COMPANY	County of Monterey	COMPANY	County of Monterey
ADDRESS	1590 Moffett Street	ADDRESS	1590 Moffett Street
	Telecommunications		Telecommunications
	Salinas, CA 93905		Salinas, CA 93905
CONTACT	Mike Perez	CONTACT	
PHONE	8317596908	PHONE	8317596908
		DATE	July 10, 2022
		EXPIRY DATE	Jul 20, 2022
		SALES REP	John Neal
		PHONE	(916)835-0226
		EMAIL	John.Neal@spinitar.com
TITLE:			
County of Monterey - Board Chamber - Final no Schilling Cayenne			
SCOPE OF WORK:			

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Sub-Heading					
DESIGN					
SPINITAR	DESIGN_M	System Design	603.00	\$150.00	\$90,450.00
SPINITAR	CADD_M	CAD Drawing	200.00	\$75.00	\$15,000.00
SPINITAR	PROGRAM_M	Programming	543.00	\$150.00	\$81,450.00
SPINITAR	PROJMGMT_M	Project Management	117.00	\$110.00	\$12,870.00
SPINITAR	DOCUMENT_M	Documentation	8.00	\$80.00	\$640.00
BT&S	SUBCONTRACTOR	Subcontract PM	21.00	\$110.00	\$2,310.00
DESIGN SUB-TOTAL					\$202,720.00
HEADEND - ITD DATA CENTER					
AJA	KUMO 16x16	16x16 SDI Router	1.00	\$2,704.71	\$2,704.71
AJA	KUMO CP	Control Panel for KUMO 1616	1.00	\$940.00	\$940.00
TIGHTROPE	CBL-VIO4-600	CABLECAST VIDEO SERVER - 4 port	1.00	\$22,031.25	\$22,031.25
TIGHTROPE	CBL-CGPLAYER-LIC	Cablecast CG bulletin board software for VIO4	1.00	\$1,406.25	\$1,406.25
TIGHTROPE	CBL-LIVE-350	Single channel H.264 Streaming Server	1.00	\$3,300.00	\$3,300.00
AJA	FS-2	Dual channel universal 3g/HD/sd av frame sync/converter,	1.00	\$5,623.75	\$5,623.75
TV LOGIC	RKM-290A	Dual 9" Rack Mount SDI Monitor	1.00	\$4,831.25	\$4,831.25
Crestron	TSW-1070-B-S	10.1 in. Wall Mount Touch Screen, Black Smooth	1.00	\$1,750.00	\$1,750.00
Crestron	TSW-1070-RMK-2	Rack Mount Kit for TSW-1070 Series	1.00	\$125.00	\$125.00
Crestron	RMC4	Control Processor (Automation)	1.00	\$625.00	\$625.00
CRESTRON	RMK-IFE-1U	IFE Rack Mount Kit.	1.00	\$81.25	\$81.25
MIDDLE ATLANTIC	RK-BG4127LRD	Middle Atlantic BGR Rk,41RU,27in.D,no do	1.00	\$839.91	\$839.91
MIDDLE ATLANTIC	RIB-1-BGR-27	1 BAY27DRISER BASE	1.00	\$125.14	\$125.14
MIDDLE ATLANTIC	BSPN-41-27	41SP 27DP BGR SIDE PANELS	1.00	\$328.15	\$328.15
MIDDLE ATLANTIC	BGR-LVT9	9SPLARGE VENTED TOP PNL	1.00	\$37.38	\$37.38
MIDDLE ATLANTIC	PDT-1615C-NS	PD THIN1-15A16 OUTCORD	2.00	\$128.65	\$257.30
FURMAN SOUND	M-8X2	15A Standard Power Conditioner, 9 Outlets, 1RU, 6Ft Cord	2.00	\$64.50	\$129.00
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	1.00	\$800.00	\$800.00
	FREIGHT	Freight charges	1.00	\$1,200.00	\$1,200.00
SPINITAR	DESIGN_M	System Design	24.00	\$150.00	\$3,600.00
SPINITAR	CADD_M	CAD Drawing	16.00	\$75.00	\$1,200.00



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SPINITAR	PROGRAM_M	Programming	16.00	\$150.00	\$2,400.00
SPINITAR	TESTING_M	Testing & Commissioning	24.00	\$150.00	\$3,600.00
SPINITAR	SHOPINSTALL_M	Shop Installation	8.00	\$100.00	\$800.00
SPINITAR	FIELDINSTALL_PW	Field Installation	0.00	\$120.00	\$0.00
SPINITAR	PROJMGMT_M	Project Management	21.00	\$110.00	\$2,310.00
SPINITAR	DOCUMENT_M	Documentation	8.00	\$80.00	\$640.00
SPINITAR	MISC-TRAVEL	Misc Travel	1.00	\$1,000.00	\$1,000.00
		SUBCONTRACTOR			
TIGHTROPE	SUBCONTRACTOR	One hour Install Assistance	4.00	\$100.00	\$400.00
BT&S	SUBCONTRACTOR	Subcontract PM	12.00	\$110.00	\$1,320.00
BT&S	SUBCONTRACTOR_TA XABLE	Subcontract Shop Labor	40.00	\$110.00	\$4,400.00
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	64.00	\$120.00	\$7,680.00
		RECURRING SERVICES			
TIGHTROPE	CBL-RTMP-100	Annual RTMP stream delivery;100GB/month; approx 40 hours/month	2.00	\$1,125.00	\$2,250.00
		HEADEND SUBTOTAL			\$78,735.34
		PRODUCTION ROOM			
		PRODUCTION CONSOLE			
SAMSUNG	QM43R-A	43inch/LCD/3840x2160/500nits/8ms	2.00	\$790.50	\$1,581.00
TVLogic	LVM-328W	32" Confidence Monitor	1.00	\$5,878.85	\$5,878.85
CRESTRON	TSD-2220-B	21.5" HD Touch Screen Display, Black	1.00	\$1,250.00	\$1,250.00
WEARSON	WS-03A	Adjustable LCD Monitor Stand Mount Folding VESA Monitor Desk Stand	1.00	\$51.27	\$51.27
CRESTRON	DGE-100	Digital Graphics Engine 100	1.00	\$1,250.00	\$1,250.00
DELL	3090 Custom	Optiplex 3090 Micro - i5, 2.3GHz, 8G, 512 SSD, 2 DP, 5yr	2.00	\$1,352.89	\$2,705.78
NTI	SPLITMUX-USB4K- 4RT-R	Rack Mount KVM with Quad Output to 4K Monitor	1.00	\$2,603.29	\$2,603.29
CRESTRON	HD-DA2-4KZ-E	1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	1.00	\$250.00	\$250.00
CRESTRON	DMF-CI-8	DigitalMedia? Card Chassis for DM-NVX-C & DMCF, 8 Slots	1.00	\$1,250.00	\$1,250.00
Crestron	DM-NVX-360C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	4.00	\$1,125.00	\$4,500.00
CRESTRON	DM-NVX-D30C	DM NVX® 4K60 4:4:4 HDR Network AV Decoder Card	1.00	\$812.50	\$812.50
MACKIE	CR5BT (PAIR)	5" Multimedia Monitor with Bluetooth® (Pair)	1.00	\$207.56	\$207.56
Winsted	W6408	Control Console	1.00	\$12,214.38	\$12,214.38
MIDDLE ATLANTIC	CHAIR-ADV1-B	CHAIRADVANTAGE1BLK	2.00	\$671.29	\$1,342.58
Logitech	MK540	Keyboard & Mouse	1.00	\$56.86	\$56.86
		MAIN 2-GANG RACKS			
AJA	KUMO 16x16	16x16 SDI Router	1.00	\$2,704.71	\$2,704.71
AJA	KUMO CP	Control Panel for KUMO 1616	1.00	\$940.00	\$940.00
ROLAND	V-1200HD	Multi-Format Video Switcher	1.00	\$11,125.00	\$11,125.00
ROLAND	V-1200HDR	Control Surface for V-1200HD	1.00	\$6,437.50	\$6,437.50
DIGIT	7A00500-RK	CHY TV HD Pro - CG/Scheduled Payout	1.00	\$8,006.41	\$8,006.41



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
DIGIT	CUSTOM-EXT	Custom Table Interface Extension for CHY TV	1.00	\$480.77	\$480.77
TIGHTROPE	CBL-VIO4-600	CABLECAST VIDEO SERVER - 4 port	1.00	\$22,031.25	\$22,031.25
TIGHTROPE	CBL-CGPLAYER-LIC	Cablecast CG bulletin board software for VIO4	1.00	\$1,406.25	\$1,406.25
DELL	3090 Custom	Optiplex 3090 Micro - i5, 2.3GHz, 8G, 512 SSD, 2 DP, 5yr	8.00	\$1,352.89	\$10,823.12
CRESTRON	AM-3200	AirMedia® Series 3 Receiver 200	1.00	\$1,062.50	\$1,062.50
VADDIO	999-8240-000	AV Bridge Mini N/A	1.00	\$1,752.63	\$1,752.63
EXTRON	60-1306-01	H.264/Media Player/Decoder	1.00	\$1,737.50	\$1,737.50
CRESTRON	DMF-CI-8	Card Chassis for DM-NVX-C & DMCF, 8 Slots	4.00	\$1,250.00	\$5,000.00
Crestron	DM-NVX-360C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	14.00	\$1,125.00	\$15,750.00
CRESTRON	DM-NVX-E30C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder Card	7.00	\$812.50	\$5,687.50
CRESTRON	DM-NVX-D30C	DM NVX® 4K60 4:4:4 HDR Network AV Decoder Card	8.00	\$812.50	\$6,500.00
CRESTRON	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder Monterey Room	0.00	\$812.50	\$0.00
CRESTRON	DMC-4KZ-HD	HDMI® 4K60 4:4:4 HDR Input Card for DM® Switchers	0.00	\$500.00	\$0.00
CRESTRON	HD-TX-301-C-E	DM Lite® Transmitter and 3x1 Auto-Switcher for HDMI®, VGA, and Analog Audio Signal Extension over CA	1.00	\$550.00	\$550.00
CRESTRON	HD-RX-201-C-E	DM Lite ? HDMI® over CATx Receiver, Room Controller, 2x1 Auto-Switcher, HD Scaler, Surface Mount	1.00	\$500.00	\$500.00
DECIMATOR	DEC-MDHX	Decimator HDMI/SDI Cross Converter	3.00	\$368.75	\$1,106.25
AJA	FS-2	Dual channel universal 3g/HD/sd av frame sync/converter,	1.00	\$5,623.75	\$5,623.75
CRESTRON	DGE-100	Digital Graphics Engine 100	1.00	\$1,250.00	\$1,250.00
CRESTRON	HD-DA-2	1-to-2 HDMI® Distribution Amplifier & Audio Converter	2.00	\$312.50	\$625.00
BLACKMAGIC DESIGN	BMD-HDL-MULTIP3G/04HD	Blackmagic MultiView 4 HD	1.00	\$250.00	\$250.00
AJA	3GDA	1x6 SDI DA	1.00	\$465.33	\$465.33
TV LOGIC	RKM-290A	Dual 9" Rack Mount SDI Monitor	1.00	\$4,831.25	\$4,831.25
VBrick	9311-1100-000	H.264 Encoder	1.00	\$5,996.25	\$5,996.25
VBrick	9311-0051-000	H.264 Decoder	1.00	\$4,121.25	\$4,121.25
SHURE	ULXD4--G50	Single Digital Wireless Receiver with PS41US Power Supply, 1/2 Wave Antenna and Rack Mounting Hardwa	2.00	\$974.67	\$1,949.34
SHURE	ULXD2/SM58--G50	Handheld Transmitter with SM58® Microphone	2.00	\$505.13	\$1,010.26
AUDINATE	ADP-DAI-AU-2X0	Dante AVIO 2 Ch Input Adapter	4.00	\$255.13	\$1,020.52
SHURE	SB900B	RECHARGEABLE BATTERY	2.00	\$102.56	\$205.12
SHURE	SBC200-US	Dual Docking Charger with PS45US Power Supply	1.00	\$235.90	\$235.90
BIAMP	TESIRA SERVER-IO AVB	Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be ad	1.00	\$3,839.74	\$3,839.74
BIAMP	TESIRA DSP-2	Tesira DSP card with two DSPs	2.00	\$543.59	\$1,087.18
BIAMP	TESIRA SIC-4	Tesira 4 channel mic/line input card	2.00	\$233.33	\$466.66
BIAMP	TESIRA SEC-4	Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	7.00	\$475.64	\$3,329.48
BIAMP	TESIRA SOC-4	Tesira 4 channel mic/line output card	2.00	\$206.41	\$412.82
BIAMP	TESIRA SVC-2	Tesira 2 line VoIP telephone interface card	1.00	\$408.97	\$408.97



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BIAMP	TESIRA DAN-1	Tesira 64x64 Dante? module for use in SERVER or SERVER-IO chassis	1.00	\$947.44	\$947.44
BIAMP	TesiraXEL 1200.1	Tesira 4-channel, 1200W asymmetric amplifier, single power bank	2.00	\$1,923.08	\$3,846.16
BIAMP	TESIRA AMP-450P	4 channel PoE+ conferencing amplifier	2.00	\$498.75	\$997.50
BIAMP	TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	3.00	\$1,025.64	\$3,076.92
LISTEN TECHNOLOGIES	LT-800-072-01	Stationary RF Transmitter (72 MHz)	1.00	\$676.81	\$676.81
LISTEN TECHNOLOGIES	LW-100P-02-01	Listen EVERYWHERE 2 Channel Server	1.00	\$730.93	\$730.93
LISTEN TECHNOLOGIES	LA-326	Universal Rack Mounting Kit	1.00	\$59.20	\$59.20
EXTRON	60-804-01	Passive Audio Summing Adapter with RCA Inputs and Balanced/Unbalanced Output	2.00	\$51.25	\$102.50
Crestron	RMC4	Control Processor (Automation)	1.00	\$625.00	\$625.00
CRESTRON	RMK-IFE-1U	IFE Rack Mount Kit.	1.00	\$81.25	\$81.25
CRESTRON	CP4	4-Series Control System	1.00	\$1,250.00	\$1,250.00
LEGRAND	802-3303	LTPoE++ 60W Midspan Power Injector	2.00	\$148.41	\$296.82
MIDDLE ATLANTIC	BGR-4527LRD	45SP/27D MULTIBAY BGR LRD	2.00	\$905.77	\$1,811.54
MIDDLE ATLANTIC	BSPN-45-27	45SP 27DP BGR SIDE PANELS	1.00	\$426.92	\$426.92
MIDDLE ATLANTIC	BGR-LVT9	9SPLARGE VENTED TOP PNL	2.00	\$37.38	\$74.76
MIDDLE ATLANTIC	FEB2	2SP FLAT ECONO BLANK	8.00	\$8.79	\$70.32
MIDDLE ATLANTIC	EVT1-CP12	12PC. EVT1 CONTRACT PACK	2.00	\$101.38	\$202.76
MIDDLE ATLANTIC	UTR1	1SP UNIVERSAL HALF-RACK T	9.00	\$27.41	\$246.69
MIDDLE ATLANTIC	PDT-1615C-NS	PD THIN1-15A16 OUTCORD	4.00	\$128.65	\$514.60
FURMAN SOUND	PL-PLUS DMC	15A Advanced Power Cond/Lights W/SMP & Digital Volt/Amp Meter, 9 Outlets, 1RU, 10Ft Cord	6.00	\$259.88	\$1,559.28
FURMAN SOUND	M-8X2	15A Standard Power Conditioner, 9 Outlets, 1RU, 6Ft Cord	4.00	\$64.50	\$258.00
MIDDLE ATLANTIC	VRS	VERTICAL RACKMOUNT SYSTEM	3.00	\$147.69	\$443.07
MIDDLE ATLANTIC	PD-815SC-PBSH	SHLF MT 8OUT 15A PWR STRP	1.00	\$103.85	\$103.85
SABRENT	HB-MCRM	4-port USB Hub	12.00	\$8.96	\$107.52
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	1.00	\$2,750.00	\$2,750.00
	FREIGHT	Freight charges	1.00	\$9,000.00	\$9,000.00
SPINITAR	DESIGN_M	System Design	138.00	\$150.00	\$20,700.00
SPINITAR	CADD_M	CAD Drawing	8.00	\$75.00	\$600.00
SPINITAR	TESTING_M	Testing & Commissioning	120.00	\$150.00	\$18,000.00
SPINITAR	SHOPINSTALL_M	Shop Installation	8.00	\$100.00	\$800.00
SPINITAR	FIELDINSTALL_PW	Field Installation	0.00	\$120.00	\$0.00
SPINITAR	PROJMGMT_M	Project Management	80.00	\$110.00	\$8,800.00
SPINITAR	DOCUMENT_M	Documentation	10.00	\$80.00	\$800.00
		Allowance - Lift Rental	1.00	\$1,000.00	\$1,000.00
		SUBCONTRACTOR			
JOHNSON	SUBCONTRACTOR	Production Room - Rack Electrical and Cable Ladder	1.00	\$3,010.59	\$3,010.59
JOHNSON	SUBCONTRACTOR_TAXABLE	Prod Rm Elec - Subcontract Materials	1.00	\$1,107.06	\$1,107.06
BT&S	SUBCONTRACTOR	Subcontract PM	12.00	\$110.00	\$1,320.00
BT&S	SUBCONTRACTOR_TAXABLE	Subcontract Shop Labor	112.00	\$110.00	\$12,320.00
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	240.00	\$120.00	\$28,800.00



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BT&S	SUBCONTRACTOR	Subcontract Travel Expenses	1.00	\$3,060.00	\$3,060.00
		RECURRING SERVICES			
TIGHTROPE	CBL-CAPTIONING-HR	Closed Caption - English - Average 83 hrs/month	1000.00	\$7.75	\$7,750.00
ADOBE	Premier Pro	Premier Pro - Annual Plan	5.00	\$281.18	\$1,405.90
VBRICK	VCARE PLATINUM	HARDWARE/SOFTWARE SUPPORT	1.00	\$843.13	\$843.13
		PRODUCTION SYSTEM SUBTOTAL			\$317,260.80
		SPANISH CHANNEL - Closed Caption			
VBrick	9311-1100-000	H.264 Encoder	1.00	\$5,996.25	\$5,996.25
VBrick	9311-0051-000	H.264 Decoder	1.00	\$4,121.25	\$4,121.25
DELL	3090 Custom	Optiplex 3090 Micro - i5, 2.3GHz, 8G, 512 SSD, 2 DP, 5yr	1.00	\$1,352.89	\$1,352.89
TIGHTROPE	CBL-LIVE-350	Single channel H.264 Streaming Server	1.00	\$3,300.00	\$3,300.00
	FREIGHT	Freight charges	1.00	\$175.00	\$175.00
SPINITAR	DESIGN_M	System Design	8.00	\$150.00	\$1,200.00
SPINITAR	CADD_M	CAD Drawing	4.00	\$75.00	\$300.00
SPINITAR	PROGRAM_M	Programming	0.00	\$150.00	\$0.00
SPINITAR	TESTING_M	Testing & Commissioning	16.00	\$150.00	\$2,400.00
SPINITAR	FIELDINSTALL_PW	Field Installation	16.00	\$120.00	\$1,920.00
SPINITAR	PROJMGMT_M	Project Management	8.00	\$110.00	\$880.00
SPINITAR	DOCUMENT_M	Documentation	4.00	\$80.00	\$320.00
VBRICK	VCARE PLATINUM	HARDWARE/SOFTWARE SUPPORT	1.00	\$843.13	\$843.13
		SPANISH CH - SUB-TOTAL			\$22,808.52
		CHAMBER			
SAMSUNG	QB85R	85" 4K Display, 3 YR Site Warr	2.00	\$3,281.25	\$6,562.50
CHIEF	XCM1U	XL SINGLE COLUMN CEILING MOUNT	2.00	\$421.65	\$843.30
CHIEF	CMA110	CMA-110 FLAT CEILING PLATE	2.00	\$69.00	\$138.00
CHIEF	CMS0608W	ADJ. PIPE 72" TO 96" WHITE	2.00	\$189.00	\$378.00
CHIEF	CMA640W	SHIELD RING WHITE	2.00	\$10.96	\$21.92
ACER	UT241Y	24" Touch Monitor	4.00	\$336.59	\$1,346.36
CRESTRON	TSD-2220-B	21.5" HD Touch Screen Display, Black	23.00	\$1,250.00	\$28,750.00
CRESTRON	DGE-100	Digital Graphics Engine 100	23.00	\$1,250.00	\$28,750.00
CHIEF	FSB018BLK	FLAT SCREEN TABLE STAND -BLACK	16.00	\$240.11	\$3,841.76
WEARSON	WS-03A	Adjustable LCD Monitor Stand Mount Folding VESA Monitor Desk Stand	7.00	\$48.74	\$341.18
APPLE	iPad 10.2-inch	iPad (Latest Model 8th/9th Gen) with Wi-Fi - 32GB - Space Gray	14.00	\$396.39	\$5,549.46
iPORT	71000	LUXE Base Station for iPad, Black	14.00	\$600.00	\$8,400.00
iPORT	71015	LUXE Case for 8th/9th Gen 10.2" iPad, Black	14.00	\$466.67	\$6,533.38
iPORT	71021	USB Power Supply for LUXE	14.00	\$53.33	\$746.62
Logitech	MK540	Keyboard & Mouse	19.00	\$56.86	\$1,080.34
Crestron	DM-NVX-360	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder	4.00	\$1,125.00	\$4,500.00
CRESTRON	DM-NVX-E30	DM NVX® 4K60 4:4:4 HDR Network AV Encoder	6.00	\$812.50	\$4,875.00
CRESTRON	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	21.00	\$812.50	\$17,062.50



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ALTINEX	TNP125	TILT N PLUG JR. DIGITAL. HDMI, USB, NETWORK RJ45, POWER BLACK BRUSHED ALUMINUM FINISH	4.00	\$325.00	\$1,300.00
C2G	CG41045	HDMI Decora Passthrough WP Black	2.00	\$27.56	\$55.12
CLOCK AUDIO	SM80SPTT	Shock absorbing base mount with flap, 3 pin female XLR, LED, Momentary(PTT) switch.For Black order S	18.00	\$271.54	\$4,887.72
CLOCK AUDIO	SM80 BLACK	Shock absorbing base mount with flap, 3 Pin Female XLR BLK	2.00	\$184.62	\$369.24
CLOCK AUDIO	C36E-SR-RF	Semi rigid shaft, XLR with RF Filter.	17.00	\$423.00	\$7,191.00
CLOCK AUDIO	C35E-SR-RF	Semi rigid shaft, XLR with RF Filter.	2.00	\$395.00	\$790.00
CLOCK AUDIO	CDT100MK3-PSU-UDP	Dante Transporter with PSU	6.00	\$1,119.23	\$6,715.38
SOUNDTUBE	CM62-EZ-II	6.5" Coax - In-Ceiling Speaker Accessories: AC-CMEZ6/8-PCB, AC-CMEZ6/8-TB, AC-CM-EZ-JBOX	18.00	\$124.36	\$2,238.48
BIAMP	TESIRA AMP-450P	4 channel PoE+ conferencing amplifier	2.00	\$511.54	\$1,023.08
QSC	AD-S.SAT-BK	2.75" Satellite surface speaker, 16O, 150° conical coverage, includes mounting bracket for surface i	4.00	\$70.51	\$282.04
RADIO DESIGN LABS	RDL-DBPSP1AF	Decora-Style Active Loudspeaker - Format-A	16.00	\$196.37	\$3,141.92
RADIO DESIGN LABS	RDL-RUNFDP	RDL Network- Format-A Interface/Dist,PoE	6.00	\$589.87	\$3,539.22
RADIO DESIGN LABS	PS-24AS	24 vdc switching power supply, north american ac plug, 500 ma, dc plug	6.00	\$25.15	\$150.90
RADIO DESIGN LABS	RDL-DXLR2M	RDL Dual XLR3Pin(m)Jacks D Plate,wht	1.00	\$19.11	\$19.11
RADIO DESIGN LABS	RDL-DD2	RDL 2Plate for Stnd&Spec Cnctrs,wht	1.00	\$18.28	\$18.28
RADIO DESIGN LABS	RDL-AMSBNC	RDL BNC Jack Assy-fits all AMS Mounts	2.00	\$10.35	\$20.70
CRESTRON	TSW-570-B-S	5 in. Wall Mount Touch Screen, Black Smooth	2.00	\$812.50	\$1,625.00
CRESTRON	DM-NUX-R2	DM NUX USB over Network with Routing, Remote	1.00	\$412.50	\$412.50
Logitech	910-004654	Spotlight Presenter	1.00	\$115.45	\$115.45
HORIZON	PB-8	8 channel press bridge	1.00	\$268.09	\$268.09
La-Z-Boy	24450635	Aberdeen High-Back Chair	14.00	\$310.99	\$4,353.86
La-Z-Boy	24398915	Arcadian - Executive Chair	6.00	\$299.99	\$1,799.94
LIBERTY	24-4P-P-L6-EN-BLK500	CAT6 550 23/4P UTP CMP BLACK	22.00	\$189.66	\$4,172.52
LIBERTY	18-CMP-VID-COAX-BLK-500	SDI COAX RG6 HD CMP BLACK, 500'	1.00	\$386.21	\$386.21
LIBERTY	16-2C-P-BLK-500	COMMERCIAL 16/2 CMP BLACK	1.00	\$245.79	\$245.79
LIBERTY	LLINX-U-P-500	Grey OEM systems universal control 22 AWG 1 pair shielded and 18 AWG 2 conductor composite plenum	1.00	\$248.62	\$248.62
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	1.00	\$4,000.00	\$4,000.00
	FREIGHT	Freight charges	1.00	\$7,800.00	\$7,800.00
SPINITAR	DESIGN_M	System Design	39.00	\$150.00	\$5,850.00
SPINITAR	CADD_M	CAD Drawing	0.00	\$75.00	\$0.00
SPINITAR	PROGRAM_M	Programming	0.00	\$150.00	\$0.00
SPINITAR	TESTING_M	Testing & Commissioning	40.00	\$150.00	\$6,000.00
SPINITAR	SHOPINSTALL_M	Shop Installation	0.00	\$100.00	\$0.00
SPINITAR	FIELDINSTALL_PW	Field Installation	0.00	\$120.00	\$0.00
SPINITAR	PROJMGMT_M	Project Management	6.00	\$110.00	\$660.00
SPINITAR	DOCUMENT_M	Documentation	4.00	\$80.00	\$320.00
		SUBCONTRACTOR			
JOHNSON	SUBCONTRACTOR	Dais - Under Counter - Electrical, Millwork	1.00	\$28,770.59	\$28,770.59



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
JOHNSON	SUBCONTRACTOR_TA XABLE	Dais Under Counter - Subcontract Materials	1.00	\$16,078.82	\$16,078.82
JOHNSON	SUBCONTRACTOR	Dais - Backsplash - Electrical, Millwork	1.00	\$16,389.41	\$16,389.41
JOHNSON	SUBCONTRACTOR_TA XABLE	Dais Backsplash - Subcontract Materials	1.00	\$11,187.06	\$11,187.06
JOHNSON	SUBCONTRACTOR	Clerk Station - Millwork, Electrical	1.00	\$28,721.18	\$28,721.18
JOHNSON	SUBCONTRACTOR_TA XABLE	Clerk Station - Subcontract Materials	1.00	\$10,925.88	\$10,925.88
JOHNSON	SUBCONTRACTOR	Rear Monitors - Electrical	1.00	\$9,271.76	\$9,271.76
JOHNSON	SUBCONTRACTOR_TA XABLE	Monitors - Subcontract Materials	1.00	\$3,257.65	\$3,257.65
JOHNSON	SUBCONTRACTOR	Press Table - Electrical	1.00	\$3,870.59	\$3,870.59
JOHNSON	SUBCONTRACTOR_TA XABLE	Press Table - Subcontract Materials	1.00	\$247.06	\$247.06
JOHNSON	SUBCONTRACTOR	Audience outlets & Charging - Electrical	1.00	\$18,788.24	\$18,788.24
JOHNSON	SUBCONTRACTOR_TA XABLE	Audience - Subcontract Materials	1.00	\$8,841.18	\$8,841.18
BT&S	SUBCONTRACTOR	Subcontract PM	30.00	\$110.00	\$3,300.00
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	360.00	\$120.00	\$43,200.00
BT&S	SUBCONTRACTOR	Subcontract Travel Expenses	1.00	\$6,000.00	\$6,000.00
BT&S	SUBCONTRACTOR_TA XABLE	Subcontract Materials	1.00	\$500.00	\$500.00
CHAMBER SUBTOTAL					\$399,069.91
130" Video Walls					
SAMSUNG	IE015R	1.5mm - 3 Yr Parts Warranty	20.00	\$5,283.50	\$105,670.00
SAMSUNG	P-LE-2PXX25SS	Tile - 2Yr Extended Warranty (5 yr Total)	18.00	\$360.00	\$6,480.00
SAMSUNG	VG-LFR33FWL	IFR IER Framekit 3x3	2.00	\$1,550.00	\$3,100.00
SAMSUNG	SNOW-JMU	S-Box - Controllor	2.00	\$2,218.75	\$4,437.50
SAMSUNG	P-LM-2NXXSBB	S-Box 2 Yr Extended Warranty	2.00	\$87.50	\$175.00
SAMSUNG	P-LE-BPWX25S	5 Years Next Day - On-Site Support	18.00	\$1,175.00	\$21,150.00
SAMSUNG	CY-LJRNLS	Jig for Tile Swap	2.00	\$255.10	\$510.20
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	1.00	\$1,200.00	\$1,200.00
	FREIGHT	Freight charges	1.00	\$3,200.00	\$3,200.00
SPINITAR	DESIGN_M	System Design	4.00	\$150.00	\$600.00
SPINITAR	CADD_M	CAD Drawing	6.00	\$75.00	\$450.00
SPINITAR	TESTING_M	Testing & Commissioning	8.00	\$150.00	\$1,200.00
SPINITAR	PROJMGMT_M	Project Management	5.00	\$110.00	\$550.00
SPINITAR	DOCUMENT_M	Documentation	4.00	\$80.00	\$320.00
SPINITAR	MISC-TRAVEL	Misc Travel	1.00	\$720.00	\$720.00
SUBCONTRACTOR					
SAMSUNG	SUBCONTRACTOR	New Installation SKU for LED and The WALL	24.00	\$831.25	\$19,950.00
JOHNSON	SUBCONTRACTOR	Video Wall - Cabinetry, Electrical, Patch & Paint	1.00	\$41,349.41	\$41,349.41
JOHNSON	SUBCONTRACTOR_TA XABLE	Video Wall - Subcontract Materials	1.00	\$16,078.82	\$16,078.82
VIDEO WALL SUBTOTAL					\$227,140.93

LIGHTING CONTROL SYSTEM



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CRESTRON	CAEN-2X1	Automation Enclosure, 2 modules high x 1 module wide	1.00	\$150.00	\$150.00
CRESTRON	CLX-2DIM8	8 Channel Dimmer Module, 2 Feeds, 120V	1.00	\$625.00	\$625.00
CRESTRON	CLT-2DIM8	Terminal Block for CLX-2DIM8	1.00	\$43.75	\$43.75
		3-wire Interface not yet ordered			
CRESTRON	GL-EXP-DIMFDB-CN	Crestron Green Light® 3-Wire Fluorescent Dimmer Expansion Module, Cresnet®	5.00	\$312.50	\$1,562.50
CRESTRON	DIN-EN-2X18	Enclosure for DIN Rail Devices, 2 DIN Rails, 18 M Wide	1.00	\$175.00	\$175.00
CRESTRON	DIN-PWS60	DIN Rail 60 Watt Cresnet® Power Supply	1.00	\$210.00	\$210.00
CRESTRON	DIN-AP4	4-Series DIN Rail Control System	1.00	\$937.50	\$937.50
CRESTRON	C2N-CBD-P-W-T	Cameo® Keypad, Standard Mount, White Textured	2.00	\$225.00	\$450.00
CRESTRON	CB2-BTNW-T_ENGRAVED	Large Backlit Engravable Button Cap for Cameo Keypads, White Textured, Includes Custom Engraving	4.00	\$6.25	\$25.00
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors (for Control)	1.00	\$600.00	\$600.00
	FREIGHT	Freight charges	1.00	\$750.00	\$750.00
SPINITAR	DESIGN_M	System Design	12.00	\$150.00	\$1,800.00
SPINITAR	CADD_M	CAD Drawing	8.00	\$75.00	\$600.00
SPINITAR	PROGRAM_M	Programming	16.00	\$150.00	\$2,400.00
SPINITAR	TESTING_M	Testing & Commissioning	16.00	\$150.00	\$2,400.00
SPINITAR	FIELDINSTALL_PW	Field Installation	8.00	\$120.00	\$960.00
SPINITAR	PROJMGMT_M	Project Management	12.00	\$110.00	\$1,320.00
SPINITAR	DOCUMENT_M	Documentation	2.00	\$80.00	\$160.00
		SUBCONTRACTOR			
JOHNSON	SUBCONTRACTOR	Dais - Clear old Lighting Conduits - Electrical	1.00	\$10,197.65	\$10,197.65
JOHNSON	SUBCONTRACTOR_TAXABLE	Dais - Lighting Conduits - Subcontract Materials	1.00	\$1,390.59	\$1,390.59
JOHNSON	SUBCONTRACTOR	New Dimming System - Electrical	1.00	\$13,315.29	\$13,315.29
JOHNSON	SUBCONTRACTOR_TAXABLE	Dimming System - Subcontract Materials	1.00	\$1,684.71	\$1,684.71
BT&S	SUBCONTRACTOR	Subcontract PM	4.00	\$110.00	\$440.00
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	16.00	\$120.00	\$1,920.00
BT&S	SUBCONTRACTOR	Subcontract Travel Expenses	1.00	\$2,720.00	\$2,720.00
		LIGHTING CONTROL UPGRADE Sub-Total			\$46,836.99
		Broadcast Lighting System			
LITE PANELS	LI9451311	Gemini 1x1 RGBWW LED Soft Panel (Pole-Operated Yoke, US Power Cord)	6.00	\$3,402.19	\$20,413.14
LITE PANELS	LI9003702	Honeycomb Grid for Gemini 1x1 (60-Degree)	6.00	\$302.81	\$1,816.86
ENTTEC	ODEMK2 POE	Ethernet to DMX512 with POE	1.00	\$433.75	\$433.75
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors	1.00	\$800.00	\$800.00
	FREIGHT	Freight charges	1.00	\$450.00	\$450.00
		Allowance - Lift Rental	1.00	\$1,000.00	\$1,000.00
SPINITAR	DESIGN_M	System Design	8.00	\$150.00	\$1,200.00
SPINITAR	CADD_M	CAD Drawing	8.00	\$75.00	\$600.00
SPINITAR	PROGRAM_M	Programming	16.00	\$150.00	\$2,400.00
SPINITAR	TESTING_M	Testing & Commissioning	16.00	\$150.00	\$2,400.00



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SPINITAR	PROJMGMT_M	Project Management	10.00	\$110.00	\$1,100.00
SPINITAR	DOCUMENT_M	Documentation	4.00	\$80.00	\$320.00
		SUBCONTRACTOR			
JOHNSON	SUBCONTRACTOR	Broadcast Lighting - Pipe & Electrical	1.00	\$8,458.82	\$8,458.82
JOHNSON	SUBCONTRACTOR_TAXABLE	Broadcast Lighting - Subcontract Materials	1.00	\$3,129.41	\$3,129.41
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	40.00	\$120.00	\$4,800.00
BT&S	SUBCONTRACTOR	Subcontract PM	2.00	\$110.00	\$220.00
BT&S	SUBCONTRACTOR	Subcontract Travel Expenses	1.00	\$3,040.00	\$3,040.00
		Broadcast Lighting Upgrade Sub-Total			\$52,581.98
		PHASE 4 - DIST, DIG SIGNAGE, KIOSKS			
Fabcon	BAFFLE	Kiosk with 43" Landscape Touch Monitor	2.00	\$7,498.75	\$14,997.50
ELO	E720629	4303L LCD Touch Display with PCAP Touch Surface	1.00	\$2,746.24	\$2,746.24
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	1.00	\$166.73	\$166.73
FWI	i5 IA-PLAY	i5 based Player - supports Interactive applications, inc SWAP-IT Warranty	4.00	\$1,438.75	\$5,755.00
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	1.00	\$250.00	\$250.00
	FREIGHT	Freight charges	1.00	\$750.00	\$750.00
SPINITAR	DESIGN_M	System Design	17.00	\$150.00	\$2,550.00
SPINITAR	CADD_M	CAD Drawing	2.00	\$75.00	\$150.00
SPINITAR	PROGRAM_M	Programming	0.00	\$150.00	\$0.00
SPINITAR	TESTING_M	Testing & Commissioning	24.00	\$120.00	\$2,880.00
SPINITAR	SHOPINSTALL_M	Shop Installation	0.00	\$100.00	\$0.00
SPINITAR	FIELDINSTALL_PW	Field Installation	0.00	\$120.00	\$0.00
SPINITAR	PROJMGMT_M	Project Management	8.00	\$110.00	\$880.00
SPINITAR	DOCUMENT_M	Documentation	2.00	\$80.00	\$160.00
SPINITAR	MISC-TRAVEL	Misc Travel	1.00	\$710.00	\$710.00
		SUBCONTRACTOR			
FWI	SUBCONTRACTOR	Hardware Configuration	4.00	\$173.44	\$693.76
FWI	SUBCONTRACTOR	Initial Software Configuration and Training	1.00	\$5,250.00	\$5,250.00
FWI	SUBCONTRACTOR	Remote Monitoring and Management - Setup	3.00	\$31.25	\$93.75
FWI	SUBCONTRACTOR	Develop County Interactive Application	1.00	\$31,450.00	\$31,450.00
JOHNSON	SUBCONTRACTOR	SIGNAGE ELECTRICAL & LV CONDUIT	1.00	\$11,701.18	\$11,701.18
JOHNSON	SUBCONTRACTOR_TAXABLE	Digital Signage - Subcontract Materials	1.00	\$4,328.24	\$4,328.24
BT&S	SUBCONTRACTOR	Subcontract PM	4.00	\$110.00	\$440.00
BT&S	SUBCONTRACTOR_TAXABLE	Subcontract Shop Labor	16.00	\$110.00	\$1,760.00
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	49.00	\$120.00	\$5,880.00
		RECURRING LICENSES			
FWI	CP LIC	Cloud Player License	10.00	\$853.75	\$8,537.50
FWI	CC LIC	Cloud Contributor License	5.00	\$202.50	\$1,012.50
FWI	RMM License	Remote Monitoring and Management - 1 Yr	3.00	\$120.00	\$360.00
		DIGITAL SIGNAGE SUB-TOTAL			\$103,502.40



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
PORTABLE SYSTEM					
SHURE	ULXD4=G50	Single Digital Wireless Receiver with PS41US Power Supply, 1/2 Wave Antenna and Rack Mounting Hardwa	2.00	\$974.67	\$1,949.34
SHURE	ULXD2/SM58=G50	Handheld Transmitter with SM58® Microphone	2.00	\$505.13	\$1,010.26
SHURE	ULXD1=G50	Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	2.00	\$471.79	\$943.58
SHURE	WL183	Microflex® Omnidirectional Lavalier Microphone	2.00	\$115.38	\$230.76
SHURE	SB900B	RECHARGEABLE BATTERY	2.00	\$102.56	\$205.12
SHURE	SBC200-US	Dual Docking Charger with PS45US Power Supply	1.00	\$235.90	\$235.90
BIAMP	TESIRAFORTE CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and Acoust	1.00	\$2,114.10	\$2,114.10
EXTRON	60-1682-01	4K/60 HDMI Audio Embedder	1.00	\$570.00	\$570.00
DELL	3090 Custom	Optiplex 3090 Micro - i5, 2.3GHz, 8G, 512 SSD, 2 DP, 5yr	1.00	\$1,352.89	\$1,352.89
MAGEWELL	32060	USB 2.0/3.0 DONGLE, 1-channel HDMI. Plug and Play. Windows/Linux/Mac.	1.00	\$299.00	\$299.00
CRESTRON	HD-DA-2	1-to-2 HDMI® Distribution Amplifier & Audio Converter	1.00	\$343.75	\$343.75
CRESTRON	HD-DA4-4KZ-E	1:4 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	1.00	\$378.75	\$378.75
AJA	KI PRO GO	Multi-channel Video Recorder	1.00	\$5,537.18	\$5,537.18
SHURE	SRH840A	Headphones	1.00	\$191.03	\$191.03
ATOMOS	ATOMSYON01-US	ULTRASYNCR One Timecode Generator	1.00	\$357.69	\$357.69
TIMECODE SYSTEMS	TCB-50	DIN 1.0/2.3 to XLR Male Cable for UltraSync ONE	1.00	\$77.24	\$77.24
BLACKMAGIC DESIGN	BDLKWEBPTR4K	Web Pesenter 4K - H.264 Internet Streaming Encoder	1.00	\$891.03	\$891.03
LITE PANELS	LI9451311	Gemini 1x1 RGBWW LED Soft Panel (Pole-Operated Yoke, US Power Cord)	2.00	\$3,402.19	\$6,804.38
LITE PANELS	LI9003714	Hard Case for Gemini	2.00	\$648.24	\$1,296.48
LITE PANELS	LINBAG1X1	Snapbag Softbox	2.00	\$371.47	\$742.94
IMPACT	IMLS96HABI	Impact Heavy-Duty Air-Cushioned Light Stand (Black, 9.5')	2.00	\$68.69	\$137.38
FURMAN SOUND	PL-PLUS DMC	15A Advanced Power Cond/Lights W/SMP & Digital Volt/Amp Meter, 9 Outlets, 1RU, 10Ft Cord	1.00	\$259.88	\$259.88
MACKIE	DL16S	16-Channel Wireless Digital Live Sound Mixer	1.00	\$704.47	\$704.47
MACKIE	DL16S BAG	DL16S Digital Mixer Bag	1.00	\$60.37	\$60.37
Sweetwater	SRM450PackA	Speakers (2 Mackie SRM450), Stands, Cables	1.00	\$1,769.21	\$1,769.21
Canon	XA-55	Camcorder, PS, 1 Battery, Remote	2.00	\$3,588.46	\$7,176.92
Canon	BP-828	Battery	2.00	\$194.87	\$389.74
Canon	CG-800	Battery Charger	1.00	\$97.44	\$97.44
Canon	SC-2000	Soft Case for Canon XA-55	2.00	\$82.05	\$164.10
RODE	VideoMic Pro Plus	Compact Shotgun Mic	2.00	\$386.25	\$772.50
RODE	VXLR	Adapter for VideoMic Mini-Jack Female to XLR Male	2.00	\$12.81	\$25.62
ON STAGE	MA-100	3/8"m o 5/8"f Adapter	1.00	\$6.35	\$6.35
ON STAGE	SMS7650	BOOM STAND - 40-82" Vert; 82" Boom	1.00	\$351.22	\$351.22
MANFROTTO	028B	Triman camera tripod without head, black	2.00	\$538.31	\$1,076.62
MANFROTTO	410	Junior geared head, black	2.00	\$416.51	\$833.02
Logitech	MK540	Keyboard & Mouse	1.00	\$56.86	\$56.86



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
NETGEAR	GS108	Netgear prosafe 8-port gigabit ethernet desktop switch	1.00	\$70.50	\$70.50
C2G	CG16303	6ft WM 6-OUTLET 120V/15A CENTER UNIT	3.00	\$39.03	\$117.09
C2G	53410	25ft OUTLET SAVER POWER EXT CORD	6.00	\$10.87	\$65.22
		Allowance - Cases for Portables System	1.00	\$4,000.00	\$4,000.00
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	1.00	\$1,500.00	\$1,500.00
	FREIGHT	Freight charges	1.00	\$800.00	\$800.00
SPINITAR	DESIGN_M	System Design	32.00	\$150.00	\$4,800.00
SPINITAR	CADD_M	CAD Drawing	16.00	\$75.00	\$1,200.00
SPINITAR	TESTING_M	Testing & Commissioning	16.00	\$150.00	\$2,400.00
SPINITAR	SHOPINSTALL_M	Shop Installation	0.00	\$100.00	\$0.00
SPINITAR	FIELDINSTALL_PW	Field Installation	0.00	\$120.00	\$0.00
SPINITAR	PROJMGMT_M	Project Management	20.00	\$110.00	\$2,200.00
SPINITAR	DOCUMENT_M	Documentation	4.00	\$80.00	\$320.00
		SUBCONTRACTOR			
BT&S	SUBCONTRACTOR	Subcontract PM	4.00	\$110.00	\$440.00
BT&S	SUBCONTRACTOR_TAXABLE	Subcontract Shop Labor	32.00	\$110.00	\$3,520.00
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	32.00	\$120.00	\$3,840.00
BT&S	SUBCONTRACTOR_TAXABLE	Subcontract Materials	1.00	\$500.00	\$500.00
PORTABLE SYSTEM SUB TOTAL					\$65,185.93
SEA CAVE ROOM					
SAMSUNG	QB55R-B	55-inch Commercial 4K UHD LED LCD Display, 350 NIT	1.00	\$1,373.33	\$1,373.33
CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount Large	1.00	\$291.84	\$291.84
SONY	S100F	Sound Bar with HDMI Input	1.00	\$125.64	\$125.64
LITE PANELS	GEMINI 1x1	RGBWW LED Soft Panel (Pole-Operated Yoke, US Power Cord)	9.00	\$3,402.19	\$30,619.71
MANFROTTO	3512N86	Pantograph - TOP 2C	4.00	\$637.03	\$2,548.12
ENTTEC	ODEMK2 POE	Ethernet to DMX512 with POE	1.00	\$433.75	\$433.75
CRESTRON	TSW-1070-W-S	10.1 in. Wall Mount Touch Screen, White Smooth	1.00	\$1,925.00	\$1,925.00
CRESTRON	RMC4	4-Series Control System	1.00	\$687.50	\$687.50
CRESTRON	RMK-IFE-1U	IFE Rack Mount Kit.	1.00	\$81.25	\$81.25
TV SET DESIGNS	Curve News Desk, Medium	Custom Media Desk	1.00	\$4,308.24	\$4,308.24
TV SET DESIGNS	Graphic Front	Custom Logo on Front of Desk	1.00	\$642.35	\$642.35
Zuri Furniture	COVETEUR - GY	Stool - Gray	2.00	\$347.06	\$694.12
SOMA	ISAAC - INDIGO_S	Isaac Upholstered Armchair - Indigo Sunbrella Performance Chenille	2.00	\$1,116.47	\$2,232.94
17-STORIES	NESTING TABLES	Set of 2 Nesting Tables	1.00	\$238.81	\$238.81
Laurel Foundry	Paramus	23" Tall Cross Legs End Table	1.00	\$162.34	\$162.34
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	1.00	\$4,000.00	\$4,000.00
	FREIGHT	Freight charges	1.00	\$920.00	\$920.00
SPINITAR	DESIGN_M	System Design	20.00	\$150.00	\$3,000.00
SPINITAR	CADD_M	CAD Drawing	0.00	\$75.00	\$0.00
SPINITAR	PROGRAM_M	Programming	0.00	\$150.00	\$0.00



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SPINITAR	TESTING_M	Testing & Commissioning	8.00	\$150.00	\$1,200.00
SPINITAR	SHOPINSTALL_M	Shop Installation	0.00	\$100.00	\$0.00
SPINITAR	FIELDINSTALL_PW	Field Installation	8.00	\$120.00	\$960.00
SPINITAR	PROJMGMT_M	Project Management	18.00	\$110.00	\$1,980.00
SPINITAR	DOCUMENT_M	Documentation	2.00	\$80.00	\$160.00
		SUBCONTRACTOR			
JOHNSON	SUBCONTRACTOR	SEA CAVE ELECTRICAL & LV CONDUIT	1.00	\$6,352.94	\$6,352.94
JOHNSON	SUBCONTRACTOR_TA XABLE	Subcontract Materials	1.00	\$1,287.06	\$1,287.06
BT&S	SUBCONTRACTOR	Subcontract PM	10.00	\$110.00	\$1,100.00
BT&S	SUBCONTRACTOR_TA XABLE	Subcontract Shop Labor	8.00	\$110.00	\$880.00
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	88.00	\$120.00	\$10,560.00
BT&S	SUBCONTRACTOR	Subcontract Travel Expenses	1.00	\$3,600.00	\$3,600.00
BT&S	SUBCONTRACTOR_TA XABLE	Subcontract Materials	1.00	\$500.00	\$500.00
		SEA CAVE SUBTOTAL			\$82,864.94
		MONTEREY ROOM			
		DISPLAY & DIST			
Samsung	QM85R-B	85" 4K Commercial LED Display	1.00	\$4,493.59	\$4,493.59
CHIEF	XSM1U	Micro-Adjust Fixed Wall Mount X-Large	1.00	\$239.69	\$239.69
CRESTRON	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+® 4K60 4:4:4 HDR Output Card for DM® Switchers	1.00	\$893.75	\$893.75
CRESTRON	DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	1.00	\$1,237.50	\$1,237.50
		PRODUCTION			
1 Beyond	1BCAPE-N20	1 BEYOND PTZ-IP20 WITH NDI, IP CONTROL	2.00	\$2,875.00	\$5,750.00
Telestream	PRO 14 UPGD	Wirecast Pro 14 Upgrade	1.00	\$498.75	\$498.75
		PRESENTATION			
CRESTRON	DM-TX-4KZ-100-C-1G-W-T	DigitalMedia 8G+® 4K60 4:4:4 HDR Wall Plate Transmitter, White	1.00	\$687.50	\$687.50
CRESTRON	DMC-4KZ-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Input Card for DM® Switchers, HDBaseT® Compatible	1.00	\$756.25	\$756.25
		AUDIO			
SHURE	MXC420DF/C	Cardioid Dual-Flex Gooseneck Microphone (20 in/50 cm) with flexible top and bottom sections, bi-color	17.00	\$185.90	\$3,160.30
SHURE	MXCW640	Wireless Conference Unit with 4.3 inch color touchscreen for voting, interpretation channel selectio	17.00	\$1,280.77	\$21,773.09
SHURE	SB930	BATTERY, RECHARGEABLE, FOR MXCW640	17.00	\$147.44	\$2,506.48
SHURE	MXCWAPT	Access Point Transceiver for US only; manages audio routing, frequency coordination, and system cont	1.00	\$3,205.13	\$3,205.13
SHURE	MXCWNCS	Networked Charging Station with US IEC power cord charges 10 SB930 batteries in 4 hours; includes ha	3.00	\$961.54	\$2,884.62
SHURE	MX910W-A	CEILING ARRAY,WHT,24"	2.00	\$3,652.63	\$7,305.26
QSC	SL-DAN-64-P	Q-SYS Software-based Dante 64x64 Channel License, Perpetual	1.00	\$1,025.64	\$1,025.64
		CONTROL			



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CRESTRON	TSD-2220-B	21.5" HD Touch Screen Display, Black	2.00	\$1,250.00	\$2,500.00
WEARSON	WS-03A	Adjustable LCD Monitor Stand Mount Folding VESA Monitor Desk Stand	2.00	\$51.99	\$103.98
CRESTRON	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+® 4K60 4:4:4 HDR Output Card for DM® Switchers	2.00	\$893.75	\$1,787.50
CRESTRON	DM-RMC-4KZ-SCALER- C	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	2.00	\$1,237.50	\$2,475.00
CRESTRON	DGE-100	Digital Graphics Engine 100	2.00	\$1,250.00	\$2,500.00
Logitech	MK540	Keyboard & Mouse	2.00	\$56.86	\$113.72
CRESTRON	CP4	4-Series Control System	1.00	\$1,375.00	\$1,375.00
RACK AND MATERIALS					
NTI	SPLITMUX-USB4K- 4RT-R	Rack Mount KVM with Quad Output to 4K Monitor	1.00	\$2,603.29	\$2,603.29
CRESTRON	HD-DA2-4KZ-E	1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	1.00	\$250.00	\$250.00
		Rack Mount Kybd/Mon 1080p	1.00	\$1,830.00	\$1,830.00
MIDDLE ATLANTIC	RK-BG4127LRD	Middle Atlantic BGR Rk,41RU,27in.D,no do	1.00	\$839.91	\$839.91
M10	CBS-BGR	BGR CASTER KIT W/HDWARE	1.00	\$168.46	\$168.46
MIDDLE ATLANTIC	BSPN-41-27	41SP 27DP BGR SIDE PANELS	1.00	\$328.15	\$328.15
MIDDLE ATLANTIC	BGR-LVT9	9SPLARGE VENTED TOP PNL	1.00	\$37.38	\$37.38
MIDDLE ATLANTIC	PDT-1615C-NS	PD THIN1-15A16 OUTCORD	2.00	\$128.65	\$257.30
FURMAN SOUND	M-8X2	15A Standard Power Conditioner, 9 Outlets, 1RU, 6Ft Cord	2.00	\$64.50	\$129.00
SPINITAR	INSTALL_MATERIAL	CUSTOM I/O PLATE	2.00	\$325.00	\$650.00
NSF	B00NHGMU98	Portable Shelving Unit - 48"w x 18"d x 76"t	1.00	\$153.69	\$153.69
SPINITAR	INSTALL_MATERIAL	Misc cables, connectors, plates and hardware	1.00	\$4,000.00	\$4,000.00
	FREIGHT	Freight charges	1.00	\$1,700.00	\$1,700.00
SPINITAR	DESIGN_M	System Design	24.00	\$150.00	\$3,600.00
SPINITAR	CADD_M	CAD Drawing	0.00	\$75.00	\$0.00
SPINITAR	PROGRAM_M	Programming	0.00	\$150.00	\$0.00
SPINITAR	TESTING_M	Testing & Commissioning	32.00	\$150.00	\$4,800.00
SPINITAR	SHOPINSTALL_M	Shop Installation	0.00	\$100.00	\$0.00
SPINITAR	FIELDINSTALL_PW	Field Installation	8.00	\$120.00	\$960.00
SPINITAR	PROJMGMT_M	Project Management	27.00	\$110.00	\$2,970.00
SPINITAR	DOCUMENT_M	Documentation	2.00	\$80.00	\$160.00
SUBCONTRACTOR					
1BEYOND	SUBCONTRACTOR	MONTEREY RM - SECOND CONFIG PROFILE	1.00	\$2,500.00	\$2,500.00
JOHNSON	SUBCONTRACTOR	MONTEREY RM ELECTRICAL & LV CONDUIT	1.00	\$1,211.76	\$1,211.76
JOHNSON	SUBCONTRACTOR_TA XABLE	Monterey Rm - Subcontract Materials	1.00	\$307.06	\$307.06
BT&S	SUBCONTRACTOR	Subcontract PM	9.00	\$110.00	\$990.00
BT&S	SUBCONTRACTOR_TA XABLE	Subcontract Shop Labor	24.00	\$110.00	\$2,640.00
BT&S	SUBCONTRACTOR	Subcontract FIELD LABOR	88.00	\$120.00	\$10,560.00
BT&S	SUBCONTRACTOR	Subcontract Travel Expenses	1.00	\$4,000.00	\$4,000.00
BT&S	SUBCONTRACTOR_TA XABLE	Subcontract Materials	1.00	\$500.00	\$500.00

RECURRING SERVICES



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CRESTRON	SW-XIOC-EM	XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room per month All pricing for the SW-XIOC-EM license is per room per month.	60.00	\$3.00	\$180.00
CRESTRON	SW-XIOC-S	XiO Cloud® Provisioning and Management Service, Support License for one room per month All pricing for the SW-XIOC-S license is per room per month.	60.00	\$4.00	\$240.00
MONTEREY ROOM SUB-TOTAL					\$115,838.75
SPARE PARTS					
HEADEND					
AJA	KUMO 16x16	16x16 SDI Router	1.00	\$2,081.25	\$2,081.25
Crestron	TSW-1070-B-S	10.1 in. Wall Mount Touch Screen, Black Smooth	1.00	\$1,750.00	\$1,750.00
PRODUCTION ROOM					
SAMSUNG	QM43R-A	43inch/LCD/3840x2160/500nits/8ms	1.00	\$790.50	\$790.50
TVLogic	LVM-328W	32" Confidence Monitor	1.00	\$5,878.85	\$5,878.85
MACKIE	CR5-XBT (PAIR)	5" Creative Reference Multimedia Monitors with Bluetooth (Pair)	1.00	\$273.75	\$273.75
NTI	SPLITMUX-USB4K-4RT-R	Rack Mount KVM with Quad Output to 4K Monitor	1.00	\$2,603.29	\$2,603.29
CRESTRON	DGE-100	Digital Graphics Engine 100	1.00	\$1,250.00	\$1,250.00
CRESTRON	HD-DA2-4KZ-E	1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	1.00	\$250.00	\$250.00
CRESTRON	HD-DA-2	1-to-2 HDMI® Distribution Amplifier & Audio Converter	1.00	\$312.50	\$312.50
ROLAND	V-1200HD	Multi-Format Video Switcher	1.00	\$10,868.75	\$10,868.75
ROLAND	V-1200HDR	Control Surface for V-1200HD	1.00	\$6,243.75	\$6,243.75
DIGIT	7A00500-RK	CHY TV HD Pro - CG/Scheduled Playout	1.00	\$8,006.41	\$8,006.41
DIGIT	CUSTOM-EXT	Custom Table Interface Extension for CHY TV	1.00	\$480.77	\$480.77
DELL	3090 Custom	Optiplex 3090 Micro - i5, 2.3GHz, 8G, 512 SSD, 2 DP, 5yr	1.00	\$1,352.89	\$1,352.89
CRESTRON	DMF-CI-8	Card Chassis for DM-NVX-C & DMCF, 8 Slots	1.00	\$1,250.00	\$1,250.00
Crestron	DM-NVX-360C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	1.00	\$1,125.00	\$1,125.00
CRESTRON	DM-NVX-E30C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder Card	1.00	\$812.50	\$812.50
CRESTRON	DM-NVX-D30C	DM NVX® 4K60 4:4:4 HDR Network AV Decoder Card	1.00	\$812.50	\$812.50
VADDIO	999-8240-000	AV Bridge Mini N/A	1.00	\$1,752.63	\$1,752.63
EXTRON	60-1306-01	H.264 Player and Decoder	1.00	\$1,737.50	\$1,737.50
DECIMATOR	DEC-MDHX	Decimator HDMI/SDI Cross Converter	1.00	\$368.75	\$368.75
AJA	3G-AMA	HD-SDI/Audio embedder	1.00	\$843.75	\$843.75
BIAMP	TESIRA SERVER-IO AVB	Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be ad	1.00	\$4,711.54	\$4,711.54
BIAMP	TESIRA DSP-2	Tesira DSP card with two DSPs	1.00	\$543.59	\$543.59
BIAMP	TESIRA SIC-4	Tesira 4 channel mic/line input card	1.00	\$233.33	\$233.33



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
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MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BIAMP	TESIRA SEC-4	Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	1.00	\$475.64	\$475.64
BIAMP	TESIRA SOC-4	Tesira 4 channel mic/line output card	1.00	\$206.41	\$206.41
BIAMP	TESIRA SVC-2	Tesira 2 line VoIP telephone interface card	1.00	\$408.97	\$408.97
BIAMP	TESIRA DAN-1	Tesira 64x64 Dante? module for use in SERVER or SERVER-IO chassis	1.00	\$947.44	\$947.44
BIAMP	TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	1.00	\$1,025.64	\$1,025.64
BIAMP	TesiraXEL 1200.1	Tesira 4-channel, 1200W asymmetric amplifier, single power bank	1.00	\$1,923.08	\$1,923.08
CRESTRON	CP4	4-Series Control System	1.00	\$1,250.00	\$1,250.00
Crestron	RMC4	Control Processor (Automation)	1.00	\$625.00	\$625.00
CHAMBER					
VADDIO	999-9952-000W	ROBOSHOT 40 UHD WHITE	1.00	\$5,534.55	\$5,534.55
CRESTRON	TSD-2220-B	21.5" HD Touch Screen Display, Black	2.00	\$1,250.00	\$2,500.00
WEARSON	WS-03A	Adjustable LCD Monitor Stand Mount Folding VESA Monitor Desk Stand	1.00	\$44.82	\$44.82
Crestron	DM-NVX-360	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder	1.00	\$1,125.00	\$1,125.00
CRESTRON	DM-NVX-E30	DM NVX® 4K60 4:4:4 HDR Network AV Encoder	1.00	\$812.50	\$812.50
CRESTRON	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	1.00	\$812.50	\$812.50
CLOCK AUDIO	SM80SPTT	Shock absorbing base mount with flap, 3 pin female XLR, LED, Momentary(PTT) switch.For Black order S	2.00	\$271.54	\$543.08
CLOCK AUDIO	C36E-SR-RF	Semi rigid shaft, XLR with RF Filter.	1.00	\$423.00	\$423.00
CLOCK AUDIO	C35E-SR-RF	Semi rigid shaft, XLR with RF Filter.	1.00	\$395.00	\$395.00
CLOCK AUDIO	CDT100MK3-PSU-UDP	Dante Transporter with PSU	1.00	\$1,119.23	\$1,119.23
BIAMP	TESIRA AMP-450P	4 channel PoE+ conferencing amplifier	1.00	\$498.75	\$498.75
QSC	AD-S.SAT-BK	2.75" Satellite surface speaker, 16O, 150° conical coverage, includes mounting bracket for surface i	1.00	\$73.33	\$73.33
DIGITAL SIGNAGE					
ELO	E720629	4303L LCD Touch Display with PCAP Touch Surface	1.00	\$2,746.24	\$2,746.24
	FREIGHT	Freight charges	1.00	\$7,200.00	\$7,200.00
SPARE PARTS SUBTOTAL					\$87,023.98
MANAGEMENT					
CRESTRON	DM-XIO-DIR-80	DM XiO Director Virtual Switching Appliance for 80 Endpoints	1.00	\$3,125.00	\$3,125.00
CRESTRON	SW-XIOC-EM	XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room per month All pricing for the SW-XIOC-EM license is per room per month.	180.00	\$3.00	\$540.00
CRESTRON	SW-XIOC-S	XiO Cloud® Provisioning and Management Service, Support License for one room per month All pricing for the SW-XIOC-S license is per room per month.	180.00	\$4.00	\$720.00



QUOTATION: 144961

SPINITAR
5159 Commercial Circle. Unit A
Concord, CA 94520

MANUFACTURER	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SPINITAR	DESIGN_M	System Design	40.00	\$150.00	\$6,000.00
Management Sub-Total					\$10,385.00
TRAINING & First 4 MTGS Site Support					
SPINITAR	DESIGN_M	System Design	178.00	\$150.00	\$26,700.00
SPINITAR	TESTING_M	Testing & Commissioning	92.00	\$150.00	\$13,800.00
SPINITAR	PROJMGMT_M	Project Management	20.00	\$110.00	\$2,200.00
SPINITAR	DOCUMENT_M	Documentation	5.00	\$80.00	\$400.00
SPINITAR	MISC-TRAVEL	Misc Travel	1.00	\$4,430.00	\$4,430.00
TRAINING and 4 MTGS - SUB-TOTAL					\$47,530.00
SPINITAR	SS-SUPPORT-PG	One Year Performance Guarantee	1.00	\$0.00	\$0.00
SPINITAR	SS-SUPPORT-CUSTOM	Custom Support Agreement ---- For Support please call (800)722-6444 or email support@spinitar.com ----	1.00	\$35,000.00	\$35,000.00
ADD E-WASTE FEES					
SPINITAR	EWR-FEE	Electronic waste recycling	7.00	\$4.00	\$28.00
SPINITAR	EWR-FEE	Electronic waste recycling	30.00	\$5.00	\$150.00
SPINITAR	EWR-FEE	Electronic waste recycling	9.00	\$6.00	\$54.00
E-WASTE SUBTOTAL					\$232.00
SPINITAR	BOND	Performance and Payment Bond	1.00	\$24,194.96	\$24,194.96

SUBTOTAL:	\$1,918,912.43
SALES TAX:	\$97,333.90
TOTAL:	\$2,016,246.33

IF YOU WISH TO ACCEPT THIS PROPOSAL, PLEASE SIGN AND RETURN

ACCEPTED BY: _____ (Print Name)	SIGNATURE: _____	DATE: _____
TITLE: _____		
<ol style="list-style-type: none"> Customer is responsible for structural, electrical & conduit requirements unless otherwise noted. System design is property of Spinitar and is copyrighted and confidential. Spinitar retains the right to substitute equivalent product for commercial or technical reasons without affecting the rest of the contract. Spinitar guarantees the price as quoted for ten (10) days from the date of quotation, unless otherwise noted. 		

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

Resolution No. 22 - _____

Resolution of the Monterey County Board of Supervisors to:

- a. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations in the Information Technology Department (ITD) 1930, Appropriation INF002 by \$2,016,247, where the funding source is PEG Fee Restricted Fund Balance (Fund 001-3042, Sub-BSA 193-P), for funding the Board Chamber Audio Visual and Broadcast System Upgrade (RFP 10776) (4/5ths vote required).

WHEREAS, The Information Technology Department (ITD) solicited a Request for Proposal, Board Chamber Audio Visual & Broadcast System Upgrade (RFP #10776). Spinitar was awarded the contract to design, update and provide technology upgrades to the Monterey County Board Chamber;

WHEREAS, On March 1, 2021, the Information Technology Department submitted a Request for Proposal through the Contracts & Purchasing Department. The County received six (6) proposals and through a thorough evaluation process Spinitar was selected and awarded this project;

WHEREAS, In line with the RFP requirements, Spinitar submitted a proposal and has agreed to upgrade multiple audio-visual systems and services throughout Monterey County. The following areas are included in this project; Board Chamber redesign and updated production services, broadcast headend equipment, installation of digital signage & kiosks located at the Government Center and Schilling building lobby and update portable broadcasting system. In addition, the SeaCave room will be outfitted for a Press Conference area and the Monterey Room will be outfitted with additional technology to be used as a backup boardroom;

WHEREAS, This project is expected to be a multi-year upgrade, and with coordinated effort to limit the disturbance of Monterey County's business operations;

WHEREAS, The Chief Information Officer recommends the approval of this Agreement for audiovisual upgrades to the County's presentation and broadcast technologies systems;

WHEREAS, Any required funding will utilize resources from Fund 001, BSA 3042 Restricted Fund -Balance – General, Sub BSA 193-P Restricted PEG Fee Fund Balance, which has a current available balance of \$5,284,277;

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

- a. Adopt a resolution authorizing and directing the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations in the Information Technology Department (ITD) 1930, Appropriation INF002 by \$2,016,247, where the funding source is PEG Fee Restricted Fund Balance (Fund 001-3042, Sub-BSA 193-P), for funding the Board Chamber Audio Visual and Broadcast System Upgrade (RFP 10776) (4/5ths vote required).

PASSED AND ADOPTED upon motion of Supervisor_____, seconded by Supervisor_____, and carried this 13th day September, 2022, 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.47

Board Report

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

Legistar File Number: ORD 22-038

September 13, 2022

Introduced: 8/30/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: Ordinance

Adopt an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

RECOMMENDATION:

Staff recommends that the Board of Supervisors:

Adopt an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

SUMMARY/DISCUSSION

The County imposes an annual business tax on cannabis businesses under Monterey County Code (MCC) Chapter 7.100. That tax is collected by the Treasurer-Tax Collector. On June 1, 2022, the Cannabis Program (Program) reported to the Board of Supervisors on the implications of the decline in wholesale price points for commercial cultivation and the impacts of that decline on the cannabis industry. The Program provided the Board with six options to consider to assist the industry.

The Board approved the following:

1. Effective July 1, 2022, reduce the nursery, mixed-light, and indoor cultivation tax rates to \$1 per square foot, \$2 per square foot, and \$3 per square foot, respectively.
 - a. This option would not have budgetary impacts from the perspective of how the Recommended Budget is built.
 - b. This option does not present operational challenges to the Treasurer-Tax Collector's office, as the proposed effective date coincides with the start of the fiscal year and aligns with established quarterly reporting due dates.

After adjusting for these reductions, the estimated FY 22-23 commercial cannabis business tax

revenue at the time of writing is \$7.5 million dollars. This estimate should not be considered a static figure, as it is subject to changes resulting from cultivation canopy modifications and business closures throughout the fiscal year.

On July 26, 2022, the Board was set for a second reading to adopt an Ordinance to make these changes. The Ordinance also would have given the Board the ability to waive penalties and interest for delinquent cannabis cultivation taxes by resolution instead of by ordinance. The Board approved the item on consent. However, staff mistakenly used an incorrect version of the Ordinance, requiring staff to recommence the process with a first reading of the Ordinance.

Additionally, on July 26, 2022, the Board approved the same cannabis cultivation tax rates retroactive to the beginning of the second quarter of FY 21-22 - \$1/square foot for nursery, \$2/square foot for mixed-light, and \$3/square foot for indoor cultivation.

Given these facts, staff elected to combine these matters into a single Ordinance that would 1) reduce cannabis cultivation tax rates retroactive to the beginning of the second quarter of FY 21-22 - \$1/square foot for nursery, \$2/square foot for mixed-light, and \$3/square foot for indoor cultivation; 2) authorize the Board to act as to penalties and interest by resolution instead of ordinance; and 3) extend the Board's previous conditional waiver of penalties and interest for cannabis taxes delinquent for FY 21-22 quarters 2 and 3, accomplished in Ordinance No. 5371, from July 31, 2022, to January 31, 2023, adding FY 21-22 quarter 4 to that conditional waiver.

The ordinance was introduced for its first reading on August 23, 2022 and is currently before the Board of Supervisors for final adoption. Redlined and clean versions of the Ordinance are attached to this report as Attachments A and B, respectively.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Treasurer-Tax Collector's Office were involved in the preparation of the Ordinance and report. The Office of the County Counsel approved the draft Ordinance as to form.

FINANCING:

The proposed amendments to Chapter 7.100 will result in commercial cannabis business tax revenue estimates of \$10.5m in FY 21-22 and \$7.5 in FY 22-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Joann Iwamoto, Program Manager II

Approved by: Nicholas E. Chiulos, Assistant CAO

Attachments:

A. Draft ordinance (redline version)

B. Draft ordinance (signed clean version)



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers

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

Legistar File Number: ORD 22-038

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Introduced: 8/30/2022

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FINANCING:

The proposed amendments to Chapter 7.100 will result in commercial cannabis business tax revenue estimates of \$10.5m in FY 21-22 and \$7.5 in FY 22-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

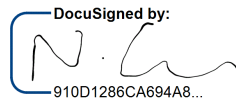
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Mark a check to the related Board of Supervisors Strategic Initiatives

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

Legistar File Number: ORD 22-038

Prepared by: Joann Iwamoto, Program Manager II
Approved by: Nicholas E. Chiulos, Assistant CAO

DocuSigned by:

910D1286CA694A8...

Attachments:

- A. Draft ordinance (redline version)
- B. Draft ordinance (signed clean version)

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA
AMENDING CHAPTER 7.100 OF THE MONTEREY COUNTY CODE TO REDUCE
CERTAIN COMMERCIAL CANNABIS BUSINESS TAX RATES AND WAIVE
PENALTIES AND INTEREST BY RESOLUTION**

County Counsel Summary

This ordinance amends Chapter 7.100 of the Monterey County Code to lower certain commercial cannabis business tax rates. The ordinance establishes the following tax rates retroactive to October 1, 2021: for indoor cultivation, the tax rate is \$3.00 per fiscal year per square foot of authorized canopy; and for mixed light cultivation, the tax rate is \$2.00 per fiscal year per square foot of authorized canopy. This ordinance does not preclude the County from adoption of an ordinance in the future to reinstate the maximum tax rates approved by the Monterey County voters on November 8, 2016. This ordinance also amends Chapter 7.100 of the Monterey County Code to authorize the Board of Supervisors to, by resolution, waive or conditionally waive penalties and interest on delinquent commercial cannabis business taxes. Finally, this ordinance extends the Board's conditional waiver of penalties and interest on unpaid installments for the second and third quarters of Fiscal Year 2021-2022 of the annual commercial cannabis business tax imposed on cultivation, adopted in Ordinance Number 5371, from July 31, 2022 to January 31, 2023, and expands the conditional waiver to include the fourth quarter of Fiscal Year 2021-2022.

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

SECTION 1. Findings and purpose.

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

B. Pursuant to California Revenue and Taxation Code sections 7284 and 34021.5, Monterey County is permitted to impose taxes on cannabis.

C. On July 12, 2016, the Monterey County Board of Supervisors adopted inland zoning regulations establishing criteria for issuing local land use permits (Ordinance Number 5270, amending sections of Title 21 and adding Chapter 21.67 to the Monterey County Code). On July 19, 2016, the Board of Supervisors adopted regulations establishing criteria for issuing local business permits (Ordinance Numbers 5272 and 5273, codified at Monterey County Code Chapters 7.90 and 7.95). All these ordinances were to become operative only if the Board of

Supervisors submitted a County tax on commercial cannabis activities to the voters, the voters approved the tax, and the tax was certified by the County pursuant to California Elections Code section 15372.

D. On November 8, 2016, the voters approved the commercial cannabis business tax (Measure Y, codified at Monterey County Code Chapter 7.100). On December 13, 2016, the tax was certified pursuant to Elections Code section 15372. Specifically, the voters approved a tax on commercial cannabis activities in the unincorporated area of Monterey County up to a maximum of: \$25.00 per square foot on cultivation with an annual adjustment by Consumer Price Index (CPI) thereafter; \$5.00 per square foot on nurseries with annual CPI adjustment thereafter; and 10% of gross receipts on other cannabis business activities with no CPI adjustment.

E. On July 24, 2018, the Board of Supervisors adopted Ordinance Number 5305, which amended Monterey County Code Chapter 7.100 to reduce the commercial cannabis tax rates. The ordinance established the following tax rates effective July 1, 2018: for indoor cultivation, the tax rate is \$8.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by \$1.00 per fiscal year until a maximum rate of \$15.00 per square foot is reached, and to increase thereafter based on the CPI; for mixed light cultivation, the tax rate is \$5.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by \$1.00 per fiscal year until a maximum rate of \$15.00 per square foot is reached, and to increase thereafter based on the CPI; for nursery cultivation, the tax rate is \$1.00 per square foot of authorized canopy through June 30, 2020, to increase by \$1 per square foot per fiscal year until a maximum rate of \$5.00 per square foot is reached, and to increase thereafter based on the CPI; for manufacturers, the tax rate is 2.5% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for distributors, the tax rate is 2% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for dispensaries, the tax rate is 4% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 0.5% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; and for testers, the tax rate is 1% of gross receipts per fiscal year with no increase.

F. On April 21, 2020, the Board of Supervisors adopted Urgency Ordinance Number 5326 to waive penalties and interest on the County's commercial cannabis business taxes for the third quarter of Fiscal Year 2019-2020.

G. On May 19, 2020, the Board of Supervisors adopted Ordinance Number 5330, which amended Monterey County Code Chapter 7.100 to suspend the automatic increases on the County's commercial cannabis business tax rates in Fiscal Year 2020-2021.

H. On May 25, 2021, the Board of Supervisors adopted Ordinance Number 5349, which amended Monterey County Code Chapter 7.100 to suspend the automatic increases on the

County's commercial cannabis business tax rates in Fiscal Year 2021-2022.

I. On July 13, 2021, the Board of Supervisors adopted Ordinance Number 5355, which amended Monterey County Code Chapter 7.100 to establish the County's commercial cannabis business tax rate for outdoor cannabis cultivation.

J. On March 1, 2022, the Board of Supervisors adopted Ordinance Number 5371, which amended Monterey County Code Chapter 7.100 to reduce certain commercial cannabis business tax rates for cultivation, remove automatic increases, and waive penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-2022.

K. The Monterey County Board of Supervisors directed preparation of this ordinance after evaluating information provided by staff and the public concerning commercial cannabis business tax rates for cultivation, outcomes from the small industry focus groups, the sunset of state provisional licenses, the ongoing COVID-19 pandemic, and an apparent market correction in the licensed cannabis industry, as evidenced by California Cannabis Authority data from August 2021 through April 2022. These factors have caused turmoil for cannabis businesses, as they are not eligible for federal assistance or traditional banking relief to survive the economic downturn. As such, many face permanent closure. The permanent closure of cannabis businesses could cause widespread unemployment, abandonment of ongoing greenhouse rehabilitation in the Salinas Valley, and a potential reversion to widespread unlicensed production and sale of cannabis.

L. Based on these factors, the Monterey County Board of Supervisors directed the preparation of this ordinance to reduce certain commercial cannabis business tax rates for cultivation (for those described in amended Monterey County Code Section 7.100.050, herein, those rates shall be retroactive to October 1, 2021, the first day of the second fiscal quarter of Fiscal Year 2021-2022), expand Ordinance Number 5371's conditional waiver of penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-22 to include the fourth quarter of Fiscal Year 2021-22, and extend that conditional waiver from July 1, 2022 to January 1, 2023. Finally, this ordinance will allow the Board to respond to market fluctuations more quickly in the future by authorizing the Board to waive penalties and interest, conditionally or unconditionally, by resolution.

M. The Board of Supervisors reserves its right to later restore higher tax rates up to the maximum amounts approved by the voters in Measure Y (2016) and to tax any commercial cannabis activity approved by the voters in Measure Y. Such restoration of tax rates would not constitute an increase in tax rates that would require voter approval.

SECTION 2. Subsection (B) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

B. There shall be a tax on indoor commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis indoor cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis indoor cultivation, excluding nurseries, shall be ~~seven-three~~ dollars (~~\$7.00~~\$3.00) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis indoor cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis indoor cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 3. Subsection (C) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

C. There shall be a tax on mixed light commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis mixed light cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis mixed light cultivation, excluding nurseries, shall be ~~three-two~~ dollars (~~\$3.00~~\$2.00) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis mixed light cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis mixed light cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 4. Section 7.100.100 of the Monterey County Code is amended to read as follows:

A. Any person who fails or refuses to pay any commercial cannabis business tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to ten (10) percent of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one and one-half percent per month, ~~and~~
2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to ten (10) percent of the amount of the

tax, plus interest at the rate of one and one-half percent per month on the unpaid tax and on the unpaid penalties.

3. Interest shall be applied at the rate of one and one-half percent per month on the first day of the month for the full month, and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a commercial cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this Section, and any other amount allowed under state law.

C. The Board of Supervisors by resolution may direct the Treasurer-Tax Collector to retroactively and/or prospectively waive penalties and interest on commercial cannabis business taxes that would otherwise accrue for some or all persons, conditionally or unconditionally, on whatever terms and for whatever duration the Board so directs provided such direction corresponds with established quarterly reporting periods within the fiscal year.

SECTION 5. Conditional Waiver.

A. The Monterey County Treasurer-Tax Collector shall waive all penalties and interest on unpaid installments of the annual commercial cannabis business tax imposed on cultivation for the second, third, and fourth quarters of Fiscal Year 2021-2022.

B. The second, third, and fourth quarter installments of the annual commercial cannabis business tax and cultivation must be received by the Treasurer-Tax Collector on or before January 31, 2023 to be eligible for waiver of penalties and interest.

C. Penalties and interest will be reinstated on any installments not received on or before January 31, 2023.

D. Cannabis businesses conducting cultivation activities may pay quarterly installments at any time during the Treasurer-Tax Collector's business hours prior to January 31, 2023.

SECTION 6. 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 7. Effective Date. This ordinance shall become effective on the thirty-first day following its adoption. The reductions to tax rates governed by Section 7.100.050 of the

Monterey County Code shall be retroactive to October 1, 2021, the first day of the second fiscal quarter of Fiscal Year 2021-2022.

PASSED AND ADOPTED this ____ day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

Mary Adams, Chair,
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Assistant County Counsel

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA
AMENDING CHAPTER 7.100 OF THE MONTEREY COUNTY CODE TO REDUCE
CERTAIN COMMERCIAL CANNABIS BUSINESS TAX RATES AND WAIVE
PENALTIES AND INTEREST BY RESOLUTION**

County Counsel Summary

This ordinance amends Chapter 7.100 of the Monterey County Code to lower certain commercial cannabis business tax rates. The ordinance establishes the following tax rates retroactive to October 1, 2021: for indoor cultivation, the tax rate is \$3.00 per fiscal year per square foot of authorized canopy; and for mixed light cultivation, the tax rate is \$2.00 per fiscal year per square foot of authorized canopy. This ordinance does not preclude the County from adoption of an ordinance in the future to reinstate the maximum tax rates approved by the Monterey County voters on November 8, 2016. This ordinance also amends Chapter 7.100 of the Monterey County Code to authorize the Board of Supervisors to, by resolution, waive or conditionally waive penalties and interest on delinquent commercial cannabis business taxes. Finally, this ordinance extends the Board's conditional waiver of penalties and interest on unpaid installments for the second and third quarters of Fiscal Year 2021-2022 of the annual commercial cannabis business tax imposed on cultivation, adopted in Ordinance Number 5371, from July 31, 2022 to January 31, 2023, and expands the conditional waiver to include the fourth quarter of Fiscal Year 2021-2022.

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

SECTION 1. Findings and purpose.

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

B. Pursuant to California Revenue and Taxation Code sections 7284 and 34021.5, Monterey County is permitted to impose taxes on cannabis.

C. On July 12, 2016, the Monterey County Board of Supervisors adopted inland zoning regulations establishing criteria for issuing local land use permits (Ordinance Number 5270, amending sections of Title 21 and adding Chapter 21.67 to the Monterey County Code). On July 19, 2016, the Board of Supervisors adopted regulations establishing criteria for issuing local business permits (Ordinance Numbers 5272 and 5273, codified at Monterey County Code Chapters 7.90 and 7.95). All these ordinances were to become operative only if the Board of

Supervisors submitted a County tax on commercial cannabis activities to the voters, the voters approved the tax, and the tax was certified by the County pursuant to California Elections Code section 15372.

D. On November 8, 2016, the voters approved the commercial cannabis business tax (Measure Y, codified at Monterey County Code Chapter 7.100). On December 13, 2016, the tax was certified pursuant to Elections Code section 15372. Specifically, the voters approved a tax on commercial cannabis activities in the unincorporated area of Monterey County up to a maximum of: \$25.00 per square foot on cultivation with an annual adjustment by Consumer Price Index (CPI) thereafter; \$5.00 per square foot on nurseries with annual CPI adjustment thereafter; and 10% of gross receipts on other cannabis business activities with no CPI adjustment.

E. On July 24, 2018, the Board of Supervisors adopted Ordinance Number 5305, which amended Monterey County Code Chapter 7.100 to reduce the commercial cannabis tax rates. The ordinance established the following tax rates effective July 1, 2018: for indoor cultivation, the tax rate is \$8.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by \$1.00 per fiscal year until a maximum rate of \$15.00 per square foot is reached, and to increase thereafter based on the CPI; for mixed light cultivation, the tax rate is \$5.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by \$1.00 per fiscal year until a maximum rate of \$15.00 per square foot is reached, and to increase thereafter based on the CPI; for nursery cultivation, the tax rate is \$1.00 per square foot of authorized canopy through June 30, 2020, to increase by \$1 per square foot per fiscal year until a maximum rate of \$5.00 per square foot is reached, and to increase thereafter based on the CPI; for manufacturers, the tax rate is 2.5% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for distributors, the tax rate is 2% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for dispensaries, the tax rate is 4% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 0.5% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; and for testers, the tax rate is 1% of gross receipts per fiscal year with no increase.

F. On April 21, 2020, the Board of Supervisors adopted Urgency Ordinance Number 5326 to waive penalties and interest on the County's commercial cannabis business taxes for the third quarter of Fiscal Year 2019-2020.

G. On May 19, 2020, the Board of Supervisors adopted Ordinance Number 5330, which amended Monterey County Code Chapter 7.100 to suspend the automatic increases on the County's commercial cannabis business tax rates in Fiscal Year 2020-2021.

H. On May 25, 2021, the Board of Supervisors adopted Ordinance Number 5349, which amended Monterey County Code Chapter 7.100 to suspend the automatic increases on the

County's commercial cannabis business tax rates in Fiscal Year 2021-2022.

I. On July 13, 2021, the Board of Supervisors adopted Ordinance Number 5355, which amended Monterey County Code Chapter 7.100 to establish the County's commercial cannabis business tax rate for outdoor cannabis cultivation.

J. On March 1, 2022, the Board of Supervisors adopted Ordinance Number 5371, which amended Monterey County Code Chapter 7.100 to reduce certain commercial cannabis business tax rates for cultivation, remove automatic increases, and waive penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-2022.

K. The Monterey County Board of Supervisors directed preparation of this ordinance after evaluating information provided by staff and the public concerning commercial cannabis business tax rates for cultivation, outcomes from the small industry focus groups, the sunset of state provisional licenses, the ongoing COVID-19 pandemic, and an apparent market correction in the licensed cannabis industry, as evidenced by California Cannabis Authority data from August 2021 through April 2022. These factors have caused turmoil for cannabis businesses, as they are not eligible for federal assistance or traditional banking relief to survive the economic downturn. As such, many face permanent closure. The permanent closure of cannabis businesses could cause widespread unemployment, abandonment of ongoing greenhouse rehabilitation in the Salinas Valley, and a potential reversion to widespread unlicensed production and sale of cannabis.

L. Based on these factors, the Monterey County Board of Supervisors directed the preparation of this ordinance to reduce certain commercial cannabis business tax rates for cultivation (for those described in amended Monterey County Code Section 7.100.050, herein, those rates shall be retroactive to October 1, 2021, the first day of the second fiscal quarter of Fiscal Year 2021-2022), expand Ordinance Number 5371's conditional waiver of penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-22 to include the fourth quarter of Fiscal Year 2021-22, and extend that conditional waiver from July 1, 2022 to January 1, 2023. Finally, this ordinance will allow the Board to respond to market fluctuations more quickly in the future by authorizing the Board to waive penalties and interest, conditionally or unconditionally, by resolution.

M. The Board of Supervisors reserves its right to later restore higher tax rates up to the maximum amounts approved by the voters in Measure Y (2016) and to tax any commercial cannabis activity approved by the voters in Measure Y. Such restoration of tax rates would not constitute an increase in tax rates that would require voter approval.

SECTION 2. Subsection (B) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

B. There shall be a tax on indoor commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis indoor cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis indoor cultivation, excluding nurseries, shall be three dollars (\$3.00) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis indoor cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis indoor cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 3. Subsection (C) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

C. There shall be a tax on mixed light commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis mixed light cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis mixed light cultivation, excluding nurseries, shall be two dollars (\$2.00) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis mixed light cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis mixed light cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 4. Section 7.100.100 of the Monterey County Code is amended to read as follows:

A. Any person who fails or refuses to pay any commercial cannabis business tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to ten (10) percent of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one and one-half percent per month.
2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to ten (10) percent of the amount of the

tax, plus interest at the rate of one and one-half percent per month on the unpaid tax and on the unpaid penalties.

3. Interest shall be applied at the rate of one and one-half percent per month on the first day of the month for the full month, and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a commercial cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this Section, and any other amount allowed under state law.

C. The Board of Supervisors by resolution may direct the Treasurer-Tax Collector to retroactively and/or prospectively waive penalties and interest on commercial cannabis business taxes that would otherwise accrue for some or all persons, conditionally or unconditionally, on whatever terms and for whatever duration the Board so directs provided such direction corresponds with established quarterly reporting periods within the fiscal year.

SECTION 5. Conditional Waiver.

A. The Monterey County Treasurer-Tax Collector shall waive all penalties and interest on unpaid installments of the annual commercial cannabis business tax imposed on cultivation for the second, third, and fourth quarters of Fiscal Year 2021-2022.

B. The second, third, and fourth quarter installments of the annual commercial cannabis business tax and cultivation must be received by the Treasurer-Tax Collector on or before January 31, 2023 to be eligible for waiver of penalties and interest.

C. Penalties and interest will be reinstated on any installments not received on or before January 31, 2023.

D. Cannabis businesses conducting cultivation activities may pay quarterly installments at any time during the Treasurer-Tax Collector's business hours prior to January 31, 2023.

SECTION 6. 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 7. Effective Date. This ordinance shall become effective on the thirty-first day following its adoption. The reductions to tax rates governed by Section 7.100.050 of the

Monterey County Code shall be retroactive to October 1, 2021, the first day of the second fiscal quarter of Fiscal Year 2021-2022.

PASSED AND ADOPTED this ____ day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

Mary Adams, Chair,
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:


KELLY L. DONLON
Assistant County Counsel



Monterey County

Item No.48

Board Report

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

Legistar File Number: 22-820

September 13, 2022

Introduced: 8/26/2022

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

On Tuesday, October 26, 2021, the Board adopted the Board of Supervisors' meeting schedule for the calendar year 2022. It is being requested the Board approve adding an additional meeting date of Tuesday, December 13, 2022, to the Board of Supervisors 2022 existing meeting schedule.

Prepared by Valerie Ralph, Clerk of the Board 831-755-5066

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

Adopt the Board of Supervisors' meeting)
schedule for the calendar year 2022.....)

The Board will meet on Wednesday, June 1, 2022 at 9:00 a.m. and Thursday June 2, 2022 at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 11, 2022
January 25, 2022
February 1, 2022
February 8 2022
February 15, 2022
March 1, 2022
March 8, 2022
March 15, 2022
March 22, 2022
April 5, 2022 (Budget Workshop)
April 19, 2022
April 26, 2022
May 3, 2022
May 10, 2022
May 17, 2022
May 24, 2022
June 1, 2022 Budget Hearings - Wednesday
June 2, 2022 Budget Hearings - Thursday
June 7, 2022
June 14, 2022
June 21, 2022
July 12, 2022
July 19, 2022
July 26, 2022
August 23, 2022
August 30, 2022
September 13, 2022
September 20, 2022
September 27, 2022
October 4, 2022
October 11, 2022
October 18, 2022
October 25, 2022
November 3, 2022 BOS/Dept. Head Retreat (Thursday)
November 8, 2022
November 22, 2022
December 6, 2022
December 7, 2022 (Wednesday)

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

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

No Meeting On:	In observance of:
January 4, 2022	Eco Recess
January 18, 2022	Martin Luther King's Day
February 22, 2022	President's Day
March 29, 2022	No meeting
April 12, 2022	Spring Break
May 31, 2022	Memorial Day
June 28, 2022	No meeting
July 5, 2022	Independence Day
August 2, 2022	Summer Recess
August 9, 2022	Summer Recess
August 16, 2022	Summer Recess
September 6, 2022	Labor Day
November 1, 2022	No Meeting
November 15, 2022	Veteran's Day
November 29, 2022	CSAC Conference
December 13, 2022	Winter Break
December 20, 2022	Winter Break
December 27, 2022	New Year's Eve

PASSED AND ADOPTED on this 26th day of October 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

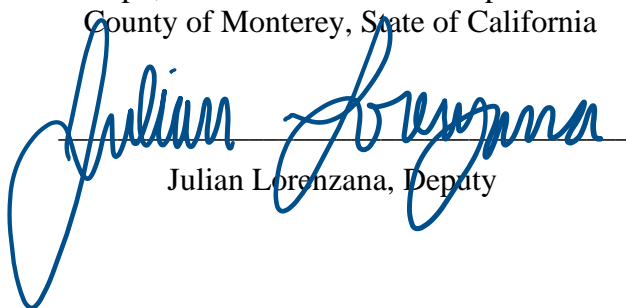
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 26, 2021.

Dated: November 9, 2021

File ID: 21-906

Agenda Item No.: 30

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


Julian Lorenzana, 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 22-485

September 13, 2022

Introduced: 8/30/2022

Current Status: Public Works, Facilities &
Parks - Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Monterey County Laguna Seca Representative to execute a Standard Agreement between Monterey Bay Veterans, Inc. and the County of Monterey to provide wheelchair-accessible golf carts for major events at WeatherTech Raceway at Laguna Seca, for a total amount not to exceed \$10,000, with a term retroactive to April 25, 2022, through December 31, 2022; and
- b. Approve and authorize the Monterey County Laguna Seca Representative to execute up to three (3) future amendments to the Standard Agreement where the total amendments do not exceed \$10,000 and do not significantly change the scope of work, subject to County Counsel approval.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Monterey County Laguna Seca Representative to execute a Standard Agreement between Monterey Bay Veterans, Inc. and the County of Monterey to provide wheelchair-accessible golf carts for major events at WeatherTech Raceway at Laguna Seca, for a total amount not to exceed \$10,000, with a term retroactive to April 25, 2022, through December 31, 2022; and
- b. Approve and authorize the Monterey County Laguna Seca Representative to execute up to three (3) future amendments to the Standard Agreement where the total amendments do not exceed \$10,000 and do not significantly change the scope of work, subject to County Counsel approval.

SUMMARY/DISCUSSION:

The proposed retroactive agreement would authorize A&D Narigi Consulting, LLC (A&D), the County manager of Laguna Seca Recreation Area (LSRA), to utilize services provided by Monterey Bay Veterans, Inc. (MBV) for wheelchair-accessible golf carts for major events at WeatherTech® Raceway at Laguna Seca (WRLS). MBV is a local nonprofit that provides outdoor activities and events as “recreational diversion therapy” for disabled veterans. MBV also provides wheelchair-accessible golf cart transportation at local events to increase access to area venues. MBV is solely funded through private and corporate donations and grants, and through volunteer based fundraising efforts, such as the events held at WRLS.

MBV provides the wheelchair-accessible golf carts, as well as the drivers to operate them, to all major events at WRLS. The use of these golf carts makes outdoor recreational venues, such as LSRA and WRLS, wheelchair accessible with transportation in and around the venues and parking facilities.

Public Works, Facilities and Parks requests the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative to execute the proposed retroactive Standard Agreement (Attachment A) and up to three (3) future amendments to the Agreement where the total amendments do not exceed \$10,000 and do not significantly change the scope of work.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed retroactive Agreement as to form and fiscal provisions, respectively.

FINANCING:

The cost of the contract services provided by MBV is not to exceed \$10,000 for the initial term of the Agreement. There is sufficient funding in the Approved Budget for Fiscal Year 2022-23 in LSRA Fund 453, Appropriation Unit PFP067, to cover the service fees per the terms of Agreement. Should additional services be needed requiring increased costs, the budget and available funding will be reviewed prior to authorizing the added costs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Administration, Health & Human Services, Infrastructure, and Public Safety. Providing greater access through safe, inclusion-oriented services will attract additional customers to LSRA Events. The increased recreational opportunities will improve the quality of life for many County residents and visitors.

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

Prepared by: John Snively, Management Analyst III (831) 759-6617

Reviewed by: Bryan Flores, Chief of Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachment:

Attachment A-Proposed Retroactive Standard Agreement-MBV
(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: A 22-485

September 13, 2022

Introduced: 8/30/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Monterey County Laguna Seca Representative to execute a Standard Agreement between Monterey Bay Veterans, Inc. and the County of Monterey to provide wheelchair-accessible golf carts for major events at WeatherTech Raceway at Laguna Seca, for a total amount not to exceed \$10,000, with a term retroactive to April 25, 2022, through December 31, 2022; and
- b. Approve and authorize the Monterey County Laguna Seca Representative to execute up to three (3) future amendments to the Standard Agreement where the total amendments do not exceed \$10,000 and do not significantly change the scope of work, subject to County Counsel approval.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Monterey County Laguna Seca Representative to execute a Standard Agreement between Monterey Bay Veterans, Inc. and the County of Monterey to provide wheelchair-accessible golf carts for major events at WeatherTech Raceway at Laguna Seca, for a total amount not to exceed \$10,000, with a term retroactive to April 25, 2022, through December 31, 2022; and
- b. Approve and authorize the Monterey County Laguna Seca Representative to execute up to three (3) future amendments to the Standard Agreement where the total amendments do not exceed \$10,000 and do not significantly change the scope of work, subject to County Counsel approval.

SUMMARY/DISCUSSION:

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MBV provides the wheelchair-accessible golf carts, as well as the drivers to operate them, to all major events at WRLS. The use of these golf carts makes outdoor recreational venues, such as LSRA and WRLS, wheelchair accessible with transportation in and around the venues and parking facilities.

Legistar File Number: A 22-485

Public Works, Facilities and Parks requests the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative to execute the proposed retroactive Standard Agreement (Attachment A) and up to three (3) future amendments to the Agreement where the total amendments do not exceed \$10,000 and do not significantly change the scope of work.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller's Office reviewed and approved the proposed retroactive Agreement as to form and fiscal provisions, respectively.

FINANCING:

The cost of the contract services provided by MBV is not to exceed \$10,000 for the initial term of the Agreement. There is sufficient funding in the Approved Budget for Fiscal Year 2022-23 in LSRA Fund 453, Appropriation Unit PFP067, to cover the service fees per the terms of Agreement. Should additional services be needed requiring increased costs, the budget and available funding will be reviewed prior to authorizing the added costs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Administration, Health & Human Services, Infrastructure, and Public Safety. Providing greater access through safe, inclusion-oriented services will attract additional customers to LSRA Events. The increased recreational opportunities will improve the quality of life for many County residents and visitors.

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

Prepared by: John Snively, Management Analyst III (831) 759-6617

Reviewed by: Bryan Flores, Chief of Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:

Randell Ishii
C09779208FE94F3...

Attachment:

Attachment A-Proposed Retroactive Standard Agreement-MBV

(Attachment is on file with the Clerk of the Board)

Attachment A

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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 Bay Veterans, 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: Two (2) wheelchair accessible golf carts for each of the major events at WeatherTech® Raceway at Laguna Seca.

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: \$10,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 25, 2022 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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:

FOR COUNTY:	FOR CONTRACTOR:
Chief of Parks	Jefferson Ward Executive Director
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor South Salinas, CA 93901	PO Box 481 Monterey, CA 93942
Address	Address
831-796-6425	831-901-0217
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

DocuSigned by:

By: _____

Michael Whilden

OF98C5BE9B6E476...

County Counsel

Date: _____

8/10/2022 | 9:34 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:

By: _____

Gary Giboney

D3834BFEC1D8449...

Auditor/Controller

Date: _____

8/10/2022 | 9:51 AM 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

Monterey Bay Veterans, Inc.

Contractor/Business Name *

By: _____

(Signature of Chair, President, or Vice-President)

JOHN KNIGHT VP

Name and Title

Date: _____

5-21-22

By: _____

Kirk H. Johnson

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Kirk H. Johnson Secretary

Name and Title

Date: _____

5/21/2022

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.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

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

Monterey Bay Veterans, Inc.
April 25 - December 31, 2022

Revised 9/3/21

11 of 11

Agreement ID: Not to exceed \$10,000

Addendum to County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated April 25, 2022 (the "Agreement"), by and between the County of Monterey ("County") and the Monterey Bay Veterans, Inc. ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway Laguna Seca (the "Raceway") located thereon.
2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising

out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.
8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.
9. Attached here to and incorporated herein is Exhibit A.

EXHIBIT - A**Scope of Services/Payment Provisions****SCOPE OF SERVICES**

- A.1** CONTRACTOR shall provide two (2) wheelchair accessible golf carts, including drivers, for each of the following 2021 events at WeatherTech® Raceway at Laguna Seca:

Hyundai Monterey Sports Car Championship	April 29-May 1, 2022
GEICO Motorcycle MotoAmerica Superbike Speedfest	July 8-10, 2022 (TBC)
AHRMA Classic MotoFest of Monterey	July 15-17, 2022
Monterey Pre-Reunion	August 13-14, 2022
Rolex Monterey Motorsports Reunion	August 17-20, 2022
Firestone Grand Prix of Monterey	September 9-11, 2022
Velocity Invitational	October 14-16, 2022 (TBC)

Events and events dates are subject to change.

PAYMENT PROVISIONS

- B.1** COUNTY agrees to pay CONTRACTOR the total sum of \$900.00 for each event.
- B.2** COUNTY agrees to pay CONTRACTOR in accordance with the agreed upon rates within 30-45 days from receipt of a detailed approved invoice by the County's Auditor-Controller's office.
- B.3** CONTRACTOR to complete COUNTY documentation necessary to have an open Purchase Order with the COUNTY for payment of the actual fees.

******END EXHIBIT A******



Monterey County

Item No.50

Board Report

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

Legistar File Number: RES 22-170

September 13, 2022

Introduced: 8/31/2022

Current Status: Public Works, Facilities &
Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund, between the County and the Community Foundation for Monterey County (CFMC);
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within the County of Monterey COVID-19 Memorial fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds to be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial, between the County and the Community Foundation for Monterey County (CFMC);
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within The County of Monterey COVID-19 Memorial fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds to be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

SUMMARY/DISCUSSION:

On March 2, 2021, the Department of Public Works, Facilities and Parks (PWFP) received Board

Referral No. 2021.05 to create a permanent memorial (Project) honoring the COVID-19 victims of Monterey County at the Monterey County Government Center Campus at 168 West Alisal Street, Salinas (Government Center). At the March 22, 2022 Board Meeting, Staff presented to the Board of Supervisors the efforts to date, including preliminary proposed locations and design concepts for consideration.

As recommended, Staff revised Concept B - Transparent Color Wall (Attachment A) to fit the preferred location between the Administration Building and the North Wing Courthouse (where the announcement boards are located) and lower project costs by reducing the structure size. The Project timeline is anticipated to be 12 months, which includes design, community engagement, bidding, and construction. The estimated Project cost is \$300,000 (Attachment B), depending on final design. Expenditures to date are \$14,503.

On June 10, 2022, the Board of Supervisors adopted Resolution No. 22-240 (Attachment C) approving staff's recommendation to approve the revised proposed COVID-19 Memorial design shown on Attachment A to be further developed and to return in fiscal year (FY) 2022-23 to request any budget surplus, up to \$50,000, from District 1, General Fund 001, Appropriation Unit BOA001, upon the Board's adoption of the FY 2021-22 Budget End-of-Year Report (BEYR). The BEYR is expected to go to the Board in December 2022 and will include the request to transfer District 1 surplus, estimated at \$32,991, to Capital Project Fund 404 for the COVID-19 Memorial.

Due to the funding shortfall, staff reached out to potential partners to fund the project. The Community Foundation for Monterey County (CFMC) has offered to assist the County in its efforts to complete a capital campaign. CFMC is a community accredited foundation, with over 35 years of philanthropic fund-raising efforts in Monterey County. Attachment D is a copy of the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial (Donation and Acceptance Form) for which staff is requesting Board authorization to execute. Per the Donation and Acceptance Form, the County must provide CFMC with evidence of a Board approved method for requesting funds (i.e., designation of the County's Authorized Representative(s), backup documentation to support requests for funds, general assurances and certifications etc.). The proposed Board Resolution (Attachment E) identifies the Director, Assistant Director and Chief of Facilities of PWFP as the County's Authorized Representative(s) and sets forth the backup documentation requirements for submitting a funding request. Upon execution of the agreement, CFMC will launch a landing page on their website with the COVID 19 Memorial project information (Attachment F). Donations will be managed by the CFMC and available to County upon request. Funds must be solely used for the COVID-19 Capital project, including construction cost, material, staff time, consultant costs and permits. Any funds, in excess of the total project cost, must be appropriated for future maintenance and repairs.

Staff shall proceed with design development as capital funds are raised and will return to the Board for final design approval of the completed Memorial Project plans and specifications, and authorization to advertise for construction.

OTHER AGENCY INVOLVEMENT:

Staff has worked with the County Administrative Office (CAO) - Budget Office regarding the transfer

of available funding from FY 2021-22 District 1, General Fund 001, Appropriations Unit BOA001 and the Office of the County Counsel to review the proposed Donation and Acceptance Form between the CFMC and the County.

FINANCING:

The COVID-19 Memorial project budget is \$300,000 and potential funding sources include General Fund savings from District 1 (estimated at \$32,991) and capital CFMC campaign funds. Before any design or construction work can begin, funds must be secured. Once enough funds are available for design and/or construction, staff will return to the Board, through the Budget Committee, to request an increase in budget appropriations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Board of Supervisors' Administration and Infrastructure Strategic Initiatives. Fostering a spirit of cooperation with the local community by engagement and providing this COVID-19 Memorial reflects well on local government, while enhancing pride in the local community by honoring its members. This Memorial will provide a space for quiet contemplation for those families and loved ones directly impacted by loss, and the community overall to reflect and instill hope for the future.

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

Prepared by: Nancy Ayala, Management Analyst II (831) 755-4848

Reviewed by: Florence Kabwasa-Green, Project Manager III, 831-796-6038

Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:

Attachment A - Concept B - Transparent Color Wall

Attachment B - Project Budget

Attachment C - Prior Board Funding Resolution 22-240

Attachment D - Community Foundation for Monterey County Donation and Acceptance Form

Attachment E - Proposed Board Resolution

Attachment F - CFMC Capital Campaign Webpage Design



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 22-170

September 13, 2022

Introduced: 8/31/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund, between the County and the Community Foundation for Monterey County (CFMC);
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within the County of Monterey COVID-19 Memorial fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds to be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

..Report

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It is recommended that the Board of Supervisors adopt a resolution to:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial, between the County and the Community Foundation for Monterey County (CFMC);
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within The County of Monterey COVID-19 Memorial fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds to be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

SUMMARY/DISCUSSION:

On March 2, 2021, the Department of Public Works, Facilities and Parks (PWFP) received Board Referral No. 2021.05 to create a permanent memorial (Project) honoring the COVID-19 victims of

Monterey County at the Monterey County Government Center Campus at 168 West Alisal Street, Salinas (Government Center). At the March 22, 2022 Board Meeting, Staff presented to the Board of Supervisors the efforts to date, including preliminary proposed locations and design concepts for consideration.

As recommended, Staff revised Concept B - Transparent Color Wall (Attachment A) to fit the preferred location between the Administration Building and the North Wing Courthouse (where the announcement boards are located) and lower project costs by reducing the structure size. The Project timeline is anticipated to be 12 months, which includes design, community engagement, bidding, and construction. The estimated Project cost is \$300,000 (Attachment B), depending on final design. Expenditures to date are \$14,503.

On June 10, 2022, the Board of Supervisors adopted Resolution No. 22-240 (Attachment C) approving staff's recommendation to approve the revised proposed COVID-19 Memorial design shown on Attachment A to be further developed and to return in fiscal year (FY) 2022-23 to request any budget surplus, up to \$50,000, from District 1, General Fund 001, Appropriation Unit BOA001, upon the Board's adoption of the FY 2021-22 Budget End-of-Year Report (BEYR). The BEYR is expected to go to the Board in December 2022 and will include the request to transfer District 1 surplus, estimated at \$32,991, to Capital Project Fund 404 for the COVID-19 Memorial.

Due to the funding shortfall, staff reached out to potential partners to fund the project. The Community Foundation for Monterey County (CFMC) has offered to assist the County in its efforts to complete a capital campaign. CFMC is a community accredited foundation, with over 35 years of philanthropic fund-raising efforts in Monterey County. Attachment D is a copy of the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial (Donation and Acceptance Form) for which staff is requesting Board authorization to execute. Per the Donation and Acceptance Form, the County must provide CFMC with evidence of a Board approved method for requesting funds (i.e., designation of the County's Authorized Representative(s), backup documentation to support requests for funds, general assurances and certifications etc.). The proposed Board Resolution (Attachment E) identifies the Director, Assistant Director and Chief of Facilities of PWFP as the County's Authorized Representative(s) and sets forth the backup documentation requirements for submitting a funding request. Upon execution of the agreement, CFMC will launch a landing page on their website with the COVID 19 Memorial project information (Attachment F). Donations will be managed by the CFMC and available to County upon request. Funds must be solely used for the COVID-19 Capital project, including construction cost, material, staff time, consultant costs and permits. Any funds, in excess of the total project cost, must be appropriated for future maintenance and repairs.

Staff shall proceed with design development as capital funds are raised and will return to the Board for final design approval of the completed Memorial Project plans and specifications, and authorization to advertise for construction.

OTHER AGENCY INVOLVEMENT:

Staff has worked with the County Administrative Office (CAO) - Budget Office regarding the transfer of available funding from FY 2021-22 District 1, General Fund 001, Appropriations Unit BOA001

and the Office of the County Counsel to review the proposed Donation and Acceptance Form between the CFMC and the County.

FINANCING:

The COVID-19 Memorial project budget is \$300,000 and potential funding sources include General Fund savings from District 1 (estimated at \$32,991) and capital CFMC campaign funds. Before any design or construction work can begin, funds must be secured. Once enough funds are available for design and/or construction, staff will return to the Board, through the Budget Committee, to request an increase in budget appropriations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Board of Supervisors' Administration and Infrastructure Strategic Initiatives. Fostering a spirit of cooperation with the local community by engagement and providing this COVID-19 Memorial reflects well on local government, while enhancing pride in the local community by honoring its members. This Memorial will provide a space for quiet contemplation for those families and loved ones directly impacted by loss, and the community overall to reflect and instill hope for the future.

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

Prepared by: Nancy Ayala, Management Analyst II (831) 755-4848

Reviewed by: Florence Kabwasa-Green, Project Manager III, 831-796-6038

Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:
Randell Ishii
C09779208FE94F3...

Attachments:

Attachment A - Concept B - Transparent Color Wall

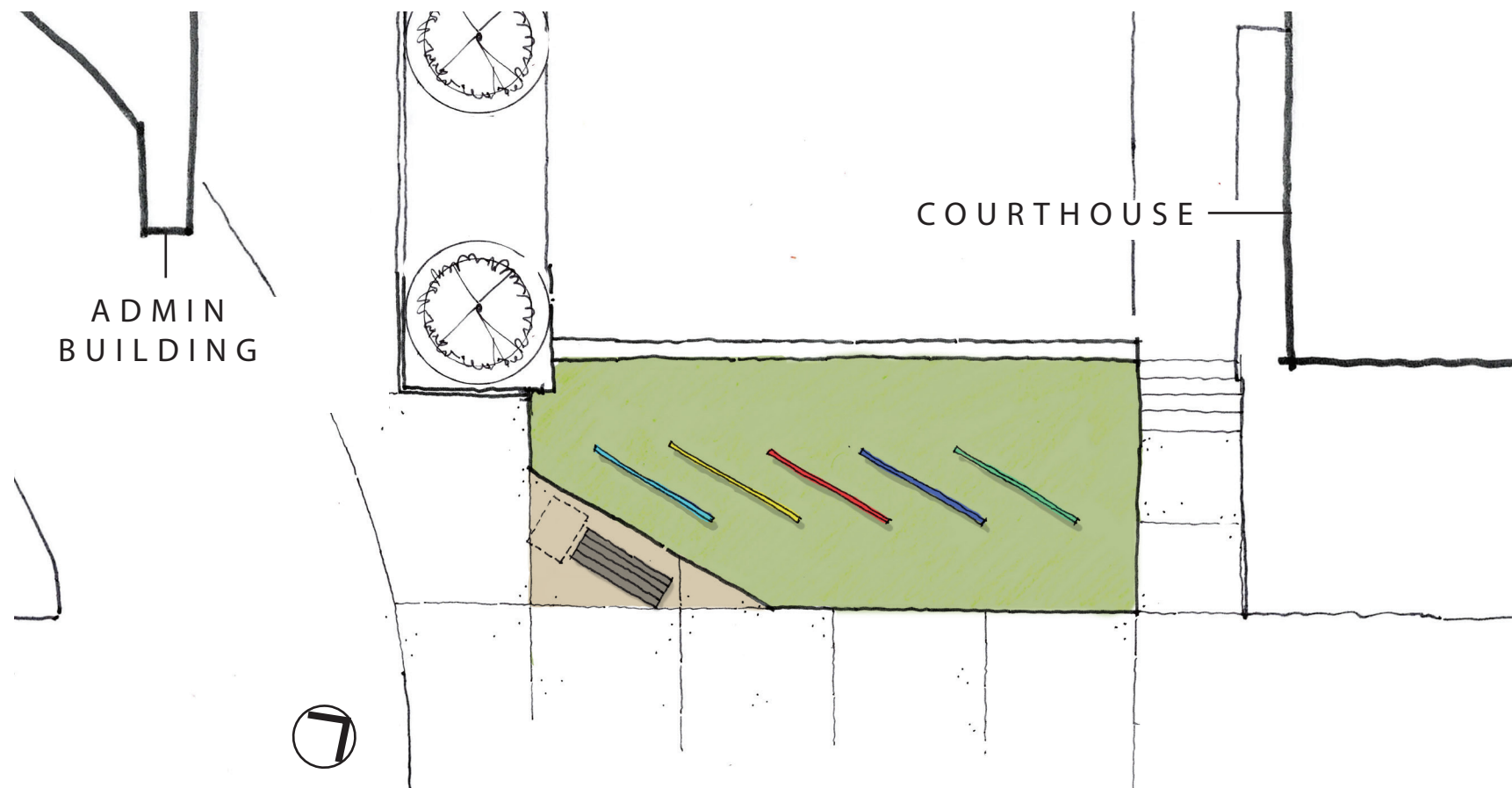
Attachment B - Project Budget

Attachment C - Prior Board Funding Resolution 22-240

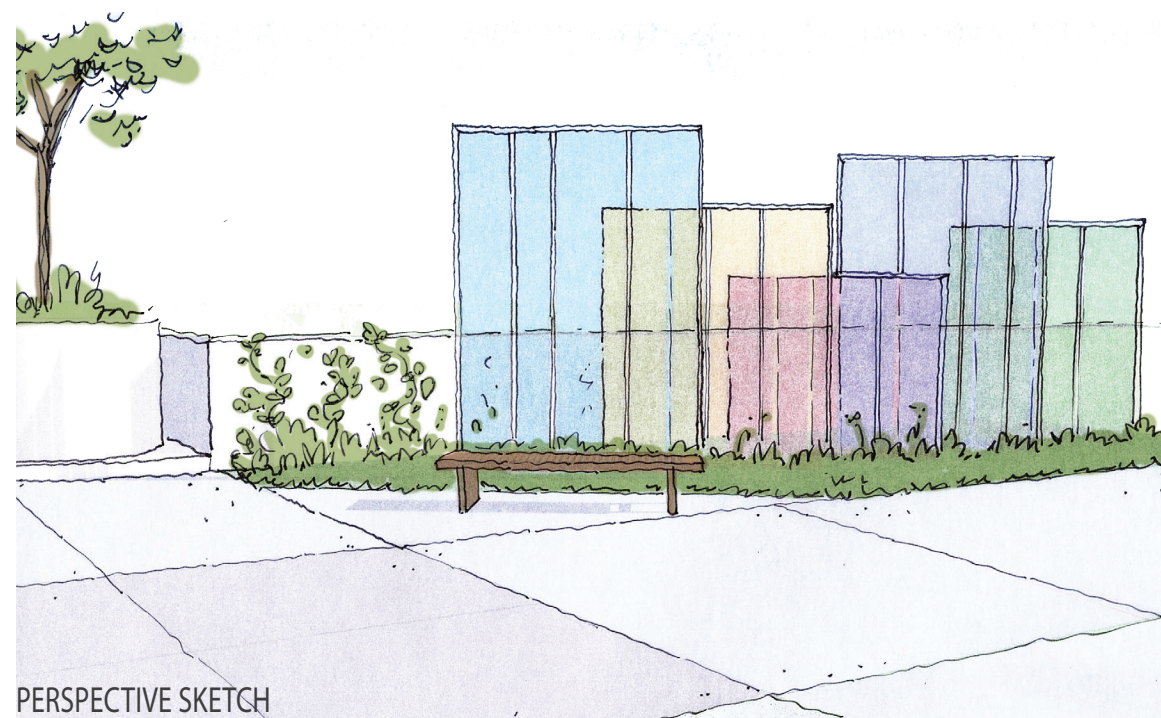
Attachment D - Community Foundation for Monterey County Donation and Acceptance Form

Attachment E - Proposed Board Resolution

Attachment F - CFMC Capital Campaign Webpage Design



PLAN



PERSPECTIVE SKETCH

CONCEPT SUMMARY:

Five transparent colored panels representing the 5 Districts in Monterey County

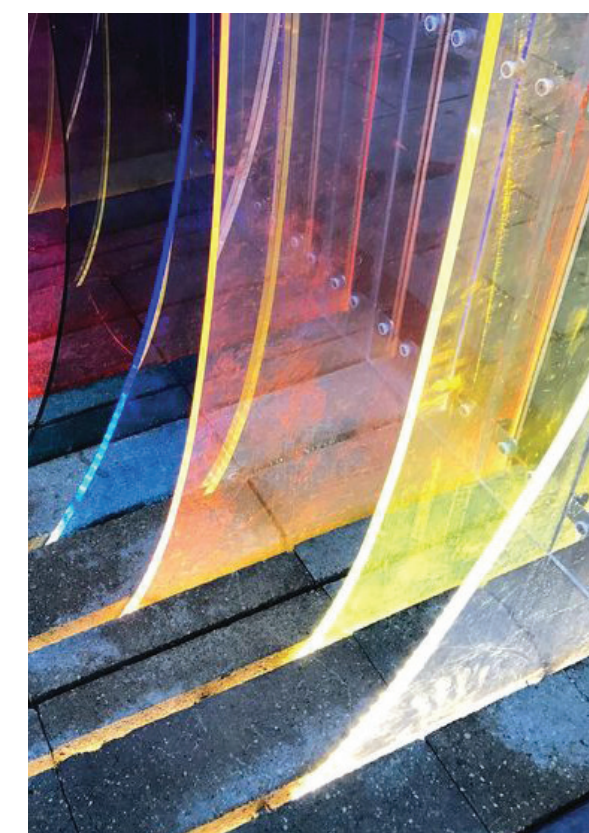
Each panel would be composed of multiple pieces of colored acrylic in varying tones of the same color, signifying the diversity of Monterey County

Opportunity to engrave names, text, and/or images into the acrylic

Bench with companion seating allows for quiet contemplation

Panels are transparent to maintain open visibility. Lighting at the base of each panel allows colored shadows to cast out onto planting areas

Solar lighting, drip irrigation, drought tolerant plant material, and recycled materials to be used where appropriate



Monterey County COVID-19 Memorial Concept B - Transparent Color Wall

Attachment B

**COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS (PWFP)
COVID-19 MEMORIAL PROJECT**

PROJECT BUDGET

ARCHITECTURAL/ENGINEERING

Design/Engineering/Environmental	\$ 48,200
Artist Fees (10%)	\$ 12,895
Staff	\$ 11,500
Permitting (3%)	\$ 3,868

CONSTRUCTION MANAGEMENT

CM (15%)	\$ 19,342
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CONSTRUCTION

Construction Contract	\$ 128,948
Construction Contingency (30%)	\$ 71,378

FURNITURE, FIXTURE, EQUIPMENT

ITD/Equipment	\$ 3,868
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<u>PROJECT CONTINGENCY</u>	\$ 128,536
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Total Project Budget	\$ 300,000
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PROJECT FUNDING

SOURCE

District 1	\$ 32,991
CFMC	\$ 267,009

Total Funding	\$ 300,000
----------------------	-------------------

Attachment C

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

Resolution No.: 22-240

Adopt a resolution to:

- a. Approve revised proposed COVID-19 Memorial design concept to be further developed; and)
- b. Authorize and direct Public Works, Facilities and Parks (PWFP) staff to return in FY23 to request any budget surplus, up to \$50,000, from District 1, Fund 001, Appropriations Unit BOA001, Unit 8013, upon the Budget Office FY22 year-end report is completed to be used for the construction of the COVID-19 Memorial project.)

WHEREAS, On March 2, 2021, the Department of Public Works, Facilities, and Parks (PWFP) received Board Referral No. 2021.05 to create a permanent COVID-19 Memorial Project (“Memorial Project” or “Project”) with the names of all COVID-19 victims of Monterey County at the Monterey County Government Center Campus at 168 West Alisal Street, Salinas (Government Center);

WHEREAS, The estimated Project cost is \$250,000;

WHEREAS, Supervisor Luis Alejo approved an appropriations transfer of up to \$50,000 from the District 1 Supervisorial District Office budget to help offset some of the Project costs.

NOW THEREFORE BE IT RESOLVED, by the Monterey County Board of Supervisors that said Board does hereby:

- a. Approve revised proposed COVID-19 Memorial design concept to be further developed; and
- b. Authorize and direct Public Works, Facilities and Parks (PWFP) staff to return in FY23 to request any budget surplus, up to \$50,000, from District 1, Fund 001, Appropriations Unit BOA001, Unit 8013, upon the Budget Office FY22 year-end report is completed to be used for the construction of the COVID-19 Memorial project.

PASSED AND ADOPTED on this 21st day of June 2022, 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 21, 2022.

Dated: June 24, 2022
File ID: RES 22-127
Agenda Item No.: 100

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



Julian Lorenzana, Deputy

Attachment D



COMMUNITY FOUNDATION FOR MONTEREY COUNTY

DONATION AND ACCEPTANCE FORM

FOR THE ESTABLISHMENT OF

THE COUNTY OF MONTEREY COVID-19 MEMORIAL

This instrument is executed this ____ day of _____, 2022, by the County of Monterey (hereinafter referred to as "Agency" or "County of Monterey") to assist the Agency in its efforts to successfully complete a capital campaign. In so doing the Community Foundation for Monterey County (hereinafter, the "Foundation") agrees to accept and hold charitable contributions and grant awards in support of this project, and release funds in accordance with the provisions set forth below. Additionally, Agency may communicate the presence of the fund during donor solicitations. Agency understands that the Foundation is bearing legal and administrative responsibility for the proper implementation of this project – as described in grant applications and to prospective donors – and will make every effort to maintain clear communication with the Foundation and fulfill all aspects of the project as described.

1. Name and purpose of the Fund. The name of the Fund shall be **The County of Monterey COVID-19 Memorial**. The beneficiary of the Fund is the **County of Monterey**.
2. Contributions. It is understood that multiple contributions may be made to the Fund. The Agency shall be notified of all contributors to the Fund, and such information shall be included in the Foundation's annual report, unless a contributor shall specifically request anonymity. Foundation will be responsible for acknowledging gifts to the Fund, in accordance with IRS guidelines. Agency may thank donors to

the Fund, but not provide acknowledgements in the form of a tax receipt. In order that Agency may comply with California law, Foundation will provide annually a list of donors indicating the amount of the corresponding donation to the Fund. Said list of donors and corresponding donations shall be provided to Agency by Foundation on annual basis which shall reflect donations for the prior calendar year on or before January 31.

If Agency desires to pursue grant funding for the Fund, Agency agrees to write all text associated with grant applications for the Fund, and quickly comply with all requests for information from the Foundation pertaining to both submission of grants and grant reporting and administration. Agency understands that the Foundation will not participate in any direct solicitation (by mail or in person) with individuals or corporations for the completion of the capital campaign.

3. Acceptance of Property. The Foundation hereby accepts the monetary contributions transferred and affirms that it will hold such and any additional monetary contributions transferred to the Fund on the terms and subject to the conditions set forth by this Donation and Acceptance Form. The guidelines and procedures for such Funds are described in the Foundation's governing instruments, including its Articles of Incorporation and By-laws currently in effect and as may be amended from time to time.
4. Fund Management. Control of the investment or reinvestment of all property and the asset management of the Fund will be exercised exclusively by the Foundation. The assets of the Fund will be held in a Foundation Bank Account until such time as distributions are made by the Foundation to the Agency per the Board approved method of requesting funds described in Section 6 below and as reflected in Agency Board of Supervisors' Resolution No. 22- , on file with the Clerk of the Monterey County Board of Supervisors and incorporated by this reference.
5. Allocation for Foundation Support Services. The Foundation's fee for administering this Fund shall be .5% (50 basis points) of the total amount of gifts that come into the

Fund. The administrative fee will normally be taken from the assets held in the Fund unless the Agency wishes to make additional donations to cover this amount.

Extraordinary expenses directly attributable to the Fund, such as legal, accounting, appraisal fees, commissions, etc., shall be paid by the Fund.

6. Distributions from the Fund. The Foundation will make distributions from the Fund upon the Agency's request. Agency and Foundation will establish a method by which the Agency requests funds. All such requests will be accompanied by documentation required per the Board approved method. Agency must provide the Foundation with evidence of a vote of the Monterey County Board of Supervisors approving the method of requesting the funds (i.e. who within the Agency is authorized, level of documentation on the expenses the request is covering, whether each request requires Agency board approval, etc.). Distributions from the Fund are for the sole purposes described in grant applications or donor solicitations. Agency is responsible for providing Foundation with a complete accounting of the use of the funds should the Foundation request it.
7. Termination of the Fund. The Fund will be terminated when all assets are distributed and the Agency informs the Foundation that the purpose of the Fund has been satisfied. In the event the Agency ceases operations as a qualified 501(c)(3) organization as designated by the IRS, the board of directors of the Foundation, in consultation with the Board of Supervisors of the Agency, will work to find an alternate recipient who can direct funds toward the completion of the project. Should the project be abandoned, the Foundation, at its own discretion, will communicate with the Agency, grantors and donors to determine allocation of the Fund's remaining assets. Foundation will be held harmless in any dispute between the Agency and any other party, including donors and grantors to the Fund.
8. Fund Not a Separate Trust. The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered such that the Federal income tax status of the Foundation as a public charitable

organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected under this arrangement.

This Donation and Acceptance Form will be interpreted in a manner consistent with the Federal income tax provisions and regulations that govern the operations of the Foundation. This Donation and Acceptance Form may be amended from time to time by the Foundation's Board of Directors to conform to such provisions and regulations.

9. No Amendment. The Agency understands and declares that this Donation and Acceptance Form is absolute and irrevocable and that, after the execution of this instrument, the Agency has no right, title, interest, or incident of ownership in the monetary contributions transferred to this Fund, excepting those previously stated. The Agency shall have no right to alter, amend, or terminate this Donation and Acceptance Form unless an amendment is made through a mutually acceptable written agreement.

IN WITNESS WHEREOF this instrument has been executed by the **County of Monterey** and the Community Foundation for Monterey County on the day and year first written above.

Executed for the County of Monterey (Agency):

Mary Adams
Chair of the Board of Supervisors

Date

Executed for the Foundation:

Daniel R. Baldwin
President/CEO

Date

APPROVED AS TO FORM

LESLIE J. GIRARD, County Counsel

By _____
Mary Grace Perry
Deputy County Counsel

EXHIBIT "A"

**Initial Contributions to the
The County of Monterey COVID-19 Memorial
A Non-Endowed Component Fund of
The Community Foundation for Monterey County**

The following constitutes an official record of the initial contributions made to the Community Foundation for Monterey County for the establishment of **The County of Monterey COVID-19 Memorial Fund**.

<u>Date</u>	<u>Description of Contribution</u>	<u>Amount</u>
<u>7/15</u>	<u>Grant from the Nicholas M. Pasculli Fund @ CFMC</u>	<u>\$1,000</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Attachment E

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

Resolution No.: _____

Adopt a resolution to:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund (Donation and Acceptance Form), between the County and Community Foundation for Monterey County (CFMC);
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within The County of Monterey COVID-19 Memorial Fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

WHEREAS, On March 2, 2021, the Department of Public Works, Facilities, and Parks (PWFP) received Board Referral No. 2021.05 to create a permanent COVID-19 Memorial Project ("Memorial Project" or "Project") with the names of all COVID-19 victims of Monterey County at the Monterey County Government Center Campus at 168 West Alisal Street, Salinas (Government Center);

WHEREAS, On June 21, 2022 the Board of Supervisors adopted Resolution 22-240 approving the revised proposed COVID-19 Memorial design concept "Concept B" for further development, and further directed staff to return to the Board in Fiscal Year (FY) 2022-23 to request any budget surplus, up to \$50,000, from District 1, Fund 001, Appropriations Unit BOA001, Unit 8013, upon the Budget Office FY22 year-end report completion, to be used for the construction of the Memorial Project;

WHEREAS, Staff has identified \$32,991 in budget surplus in District 1, Fund 001, Appropriations Unit BOA001, Unit 8013 which may be allocated to the COVID-19 Memorial Project;

WHEREAS, Staff has negotiated the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund (Donation and Acceptance Form), with the Community Foundation for Monterey County (Foundation) to administer donations to help fund the Memorial Project;

WHEREAS, the proposed Donation and Acceptance requires evidence of Board of Supervisors action approving a method of requesting funds, who within the County is authorized and level of documentation requirements for the County to receive Memorial Project donations administered by the Foundation;

NOW THEREFORE BE IT RESOLVED, by the Monterey County Board of Supervisors that said Board does hereby:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund (Donation and Acceptance Form), between the County and the Community Foundation for Monterey County (CFMC); ;
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within The County of Monterey COVID-19 Memorial Fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

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

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution 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 F



County of Monterey COVID-19 Community Memorial Fund

The Countywide COVID-19 Community Memorial is an opportunity to collectively honor the tremendous loss we continue to experience since the start of the pandemic in 2020 and its prolonged impacts. The Memorial, centrally located at the Government Center's pedestrian plaza at 168 West Alisal Street in Salinas, will provide a space for quiet contemplation for those families and loved ones directly impacted by loss, and for the community overall to reflect and instill hope for the future.

“

Each life lost to Covid-19 mattered and leaves a hole in the hearts of loved ones, family members, friends and surrounding community” – Supervisor Luis Alejo, COVID-19 Victims and Survivors Memorial Day March 1, 2022

COVID-19 Community Memorial Design Concept



This concept will have five transparent colored panels representing the five Districts in Monterey County. Each panel would be composed of multiple pieces of colored acrylic in varying tones of the same color, signifying the diversity of Monterey County.

The panels are transparent to maintain open visibility. Lighting at the base of each panel allows colored shadows

to cast out onto planting areas. The panels provide an opportunity to engrave names, text, and/or images into the acrylic. A companion seating bench will allow for quiet contemplation. Solar lighting, drip irrigation, drought tolerant plant material, and recycled materials will be used where appropriate.

Site Plan



Utilizing the space where currently announcement boards are situated (which will be relocated), between the County Administration Building and the North Wing Courthouse.

About the Fund

With the support of the Community Foundation for Monterey County, a special fund for this specific purpose has been established so individuals, businesses, or organizations can make a tax-deductible* contribution. We are grateful for the support of the Community Foundation for Monterey County and their partnership since the beginning of the pandemic in helping the County of Monterey support the needs of our residents and stakeholders.

Project Costs

The COVID-19 Community Memorial Fund will support the \$300,000 total project cost. These costs include the design, community engagement, and construction. Remaining funds will be held within a fund, managed by the Monterey County Board of Supervisors, for the ongoing maintenance solely to benefit the Covid-19 Community Memorial.

Make a Gift

> Give online

Donate Now

> Send a check made payable to "Community Foundation for Monterey County" with "COVID-19 Memorial Fund" in the memo line

Mail to:

Community Foundation for Monterey County
2354 Garden Road, Monterey, CA 93940

> To make a gift of stock or other assets, please contact Christine Dawson, Senior Vice President Philanthropic Services, at 831.375.9712 x126.

Donations to the County of Monterey Covid-10 Memorial Fund of the Community Foundation for Monterey County (CFMC) are tax deductible. The CFMC is a 501(c)3 nonprofit organization, Tax ID #94-1615897.

** Please consult your tax advisor.*

Attachment E

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

Resolution No.: _____

Adopt a resolution to:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund (Donation and Acceptance Form), between the County and Community Foundation for Monterey County (CFMC);
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within The County of Monterey COVID-19 Memorial Fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

WHEREAS, On March 2, 2021, the Department of Public Works, Facilities, and Parks (PWFP) received Board Referral No. 2021.05 to create a permanent COVID-19 Memorial Project ("Memorial Project" or "Project") with the names of all COVID-19 victims of Monterey County at the Monterey County Government Center Campus at 168 West Alisal Street, Salinas (Government Center);

WHEREAS, On June 21, 2022 the Board of Supervisors adopted Resolution 22-240 approving the revised proposed COVID-19 Memorial design concept "Concept B" for further development, and further directed staff to return to the Board in Fiscal Year (FY) 2022-23 to request any budget surplus, up to \$50,000, from District 1, Fund 001, Appropriations Unit BOA001, Unit 8013, upon the Budget Office FY22 year-end report completion, to be used for the construction of the Memorial Project;

WHEREAS, Staff has identified \$32,991 in budget surplus in District 1, Fund 001, Appropriations Unit BOA001, Unit 8013 which may be allocated to the COVID-19 Memorial Project;

WHEREAS, Staff has negotiated the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund (Donation and Acceptance Form), with the Community Foundation for Monterey County (Foundation) to administer donations to help fund the Memorial Project;

WHEREAS, the proposed Donation and Acceptance requires evidence of Board of Supervisors action approving a method of requesting funds, who within the County is authorized and level of documentation requirements for the County to receive Memorial Project donations administered by the Foundation;

NOW THEREFORE BE IT RESOLVED, by the Monterey County Board of Supervisors that said Board does hereby:

- a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund (Donation and Acceptance Form), between the County and the Community Foundation for Monterey County (CFMC); ;
- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within The County of Monterey COVID-19 Memorial Fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

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

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution 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.51

Board Report

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

Legistar File Number: RES 22-171

September 13, 2022

Introduced: 8/31/2022

Current Status: Public Works, Facilities &
Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to find that County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 to be leased is exempt surplus land under the Surplus Land Act pursuant to Government Code Section 54221(f)(1)(F)(i).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt a resolution to find that County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 to be leased is exempt surplus land under the Surplus Land Act pursuant to Government Code Section 54221(f)(1)(F)(i).

SUMMARY/DISCUSSION:

On June 22, 2021, the County of Monterey (hereafter "County") and the City of Salinas (hereafter "City") entered into a Memorandum of Understanding regarding the Development of Affordable Housing (hereafter "MOU"), for the County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 (hereafter "the Property"). The purpose of the MOU is to identify roles and responsibilities between the County and City for developing affordable housing with a focus on families on the Property. The County, in partnership with the City, is proposing to build a One Hundred Percent (100%) affordable multi-family housing development project (hereafter "the Project") on the Property. The Project shall be geared towards very low- and low-income families with a minimum of fifty (50) rental units.

On May 6, 2022, the County, in partnership with the City, released a Request for Qualifications for the Design and Development of a One Hundred Percent (100%) Affordable Multifamily Rental Housing Development (hereafter "RFQ"), to identify a highly qualified developer to design and develop the Project that provides the maximum number of affordable housing units feasible. The selected developer shall enter into an Affordable Housing Lease Agreement (hereafter "the Agreement"), between the County and City for a minimum of fifty-five (55) years. The Agreement shall include a fifty-five (55) year term, terms regarding the developers on-site professional management and maintenance responsibilities, among other provisions to implement the affordable multi-family housing development project.

As property owners, the County is required to comply with the Surplus Land Act and any associated requirements. The restrictions on the Project, which will be stated in the Agreement, qualify the property to be declared exempt surplus land pursuant to Government Code Section 54221(f)(1)(F)(i) because the project shall provide at least seventy-five percent (75%) of the residential units with a restriction to lower income households for a minimum of fifty-five (55) years and the lease opportunity has been put out to open competitive bid. To comply with Government Code Section 54221(f)(1)(F)(i), the County provided the RFQ to a list of affordable housing developers provided by the California Housing and Community Development Department identified in Government Code section 54222(a) to participate in the competitive bid process.

This action will allow staff to identify an approved affordable housing developer to complete the Project and remain in compliance with the Surplus Land Act.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management reviewed and approved the Resolution as to form. The Public Works, Facilities and Parks (PWFP) Department staff worked with the Housing and Community Development Department (HCD) staff to comply with the Surplus Land Act requirements and noticing information.

FINANCING:

The Board Report and Resolution was developed by the PWFP Department staff funded as part of the FY2022-23 PWFP Adopted Budget, General Fund 001, Facilities Appropriation Unit PFP054, with consultation from HCD staff funded as part of the FY 2022-23 HCD Adopted Budget, General Fund 001, Administration Appropriations Unit HCD001.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

If approved, this action supports the Board of Supervisors' Strategic Initiative Health and Human Services. Approval of this action will improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for health choices and healthy environments in collaboration with communities.

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

Prepared by: Ivo N. Basor, Management Analyst (831) 796-6427

Reviewed by: George K. Salcido, Real Property Specialist Reviewed

by: Lindsay Lerable, Chief of Facilities

Approved by: Tom Bonigut, PE, Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

Attachments are on file with the Clerk of the Board:

Attachment A - Location Map

Attachment B - Memorandum of Understanding

Attachment C - Resolution



Monterey County

Item No.35

Board Report

Board of Supervisors
Chambers

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

Legistar File Number: RES 22-171

September 13, 2022

Introduced: 8/31/2022

Current Status: Public Works, Facilities &
Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to find that County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 to be leased is exempt surplus land under the Surplus Land Act pursuant to Government Code Section 54221(f)(1)(F)(i).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt a resolution to find that County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 to be leased is exempt surplus land under the Surplus Land Act pursuant to Government Code Section 54221(f)(1)(F)(i).

SUMMARY/DISCUSSION:

On June 22, 2021, the County of Monterey (hereafter "County") and the City of Salinas (hereafter "City") entered into a Memorandum of Understanding regarding the Development of Affordable Housing (hereafter "MOU"), for the County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 (hereafter "the Property"). The purpose of the MOU is to identify roles and responsibilities between the County and City for developing affordable housing with a focus on families on the Property. The County, in partnership with the City, is proposing to build a One Hundred Percent (100%) affordable multi-family housing development project (hereafter "the Project") on the Property. The Project shall be geared towards very low- and low-income families with a minimum of fifty (50) rental units.

On May 6, 2022, the County, in partnership with the City, released a Request for Qualifications for the Design and Development of a One Hundred Percent (100%) Affordable Multifamily Rental Housing Development (hereafter "RFQ"), to identify a highly qualified developer to design and develop the Project that provides the maximum number of affordable housing units feasible. The selected developer shall enter into an Affordable Housing Lease Agreement (hereafter "the Agreement"), between the County and City for a minimum of fifty-five (55) years. The Agreement shall include a fifty-five (55) year term, terms regarding the developers on-site professional management and maintenance responsibilities, among other provisions to implement the affordable multi-family housing development project.

As property owners, the County is required to comply with the Surplus Land Act and any associated requirements. The restrictions on the Project, which will be stated in the Agreement, qualify the property to be declared exempt surplus land pursuant to Government Code Section 54221(f)(1)(F)(i) because the project shall provide at least seventy-five percent (75%) of the residential units with a restriction to lower income households for a minimum of fifty-five (55) years and the lease opportunity has been put out to open competitive bid. To comply with Government Code Section 54221(f)(1)(F)(i), the County provided the RFQ to a list of affordable housing developers provided by the California Housing and Community Development Department identified in Government Code section 54222(a) to participate in the competitive bid process.

This action will allow staff to identify an approved affordable housing developer to complete the Project and remain in compliance with the Surplus Land Act.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management reviewed and approved the Resolution as to form. The Public Works, Facilities and Parks (PWFP) Department staff worked with the Housing and Community Development Department (HCD) staff to comply with the Surplus Land Act requirements and noticing information.

FINANCING:

The Board Report and Resolution was developed by the PWFP Department staff funded as part of the FY2022-23 PWFP Adopted Budget, General Fund 001, Facilities Appropriation Unit PFP054, with consultation from HCD staff funded as part of the FY 2022-23 HCD Adopted Budget, General Fund 001, Administration Appropriations Unit HCD001.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

If approved, this action supports the Board of Supervisors' Strategic Initiative Health and Human Services. Approval of this action will improve health and quality of life through County supported policies, programs, and services, promoting access to equitable opportunities for health choices and healthy environments in collaboration with communities.

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

Prepared by: Ivo N. Basor, Management Analyst (831) 796-6427

Reviewed by: George K. Salcido, Real Property Specialist

Reviewed by: Lindsay Lerable, Chief of Facilities

Approved by: Tom Bonigut, PE, Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DocuSigned by:

 C09779208FE94F3...

Legistar File Number: RES 22-171

Attachments are on file with the Clerk of the Board:

Attachment A - Location Map

Attachment B - Memorandum of Understanding

Attachment C - Resolution

Location Map



**MEMORANDUM OF UNDERSTANDING RE:
COORDINATION OF RESPONSIBILITIES RELATED TO THE OPERATION OF THE SHARE
CENTER
AND DEVELOPMENT OF AFFORDABLE HOUSING AT 845 EAST LAUREL DRIVE IN
SALINAS, CALIFORNIA**

This Memorandum of Understanding ("MOU") is entered into as of this 22 day of June 2021 (the "Effective Date"), by and between the City of Salinas, a California charter city and municipal corporation (the "City") and County of Monterey (the "County") for the property located at 845 East Laurel Drive Salinas, California 93906 (referred to as "the Property"), presently owned by the County with reference to the following facts:

RECITALS

- A. WHEREAS, in 2017, the City and County began discussions on planning for the future construction and operation of a year-round Homeless Shelter ("Shelter") and permanent supportive/transitional housing ("Housing") at 1220 Natividad Road; and
- B. WHEREAS, on September 26, 2017 the Salinas City Council ("Council") and County Board of Supervisors ("BOS") executed a Memorandum of Understanding ("MOU") authorizing the opening of the Salinas Winter Warming Shelter ("Warming Shelter") and agreed to work collaboratively toward the future construction and operation of a Shelter on the Property; and
- C. WHEREAS, on March 20, 2018 the Council and BOS directed staff to proceed by formalizing an agreement establishing responsibilities between the two jurisdictions on the development of 1220 Natividad Road (housing site) and 845 East Laurel Drive APN 003-851-043-000 (shelter site); and
- D. WHEREAS, on September 25, 2018, the County and City entered into a MOU for the coordination of responsibilities related to the establishment of a Shelter, Housing, and Warming Shelter and agreed to coordinate their staff to expedite the development of a Shelter and Housing and conduct the RFP process for the selection of, and negotiation of agreements with a future operator for the Shelter; and
- E. WHEREAS, on May 29, 2019, the County was awarded \$6,018,100 in funding through the Homeless Emergency Aid Program ("HEAP") by the Continuum of Care for Monterey and San Benito Counties for the construction of a year-round Shelter at 845 East Laurel Drive; and
- F. WHEREAS, on September 15, 2020, after the distribution of a community-wide survey, the County Board of Supervisors and Salinas City Council adopted the name of the Salinas Housing Advancement, Resources & Education Center ("SHARE Center") for the new Shelter at 845 East Laurel Drive; and
- G. WHEREAS, on October 28, 2020, the City released a Request for Proposal ("RFP") seeking a qualified service provider to serve as the new SHARE Center operator; and
- H. WHEREAS, after conducting a rating and ranking process involving a technical panel, Bay Area Community Services ("BACS") was recommended to be the operator of the

SHARE Center and at a joint meeting of the County Board of Supervisors and Salinas City Council on February 9, 2021, BACS was formally selected; and

- I. WHEREAS, having learned from experience gained throughout the construction of the SHARE Center, the City and County have come to agree that 845 East Laurel Drive is the preferred location for future affordable housing especially due to the completion of site preparation and utility work that would help facilitate future development; and
- J. WHEREAS, the City and County desire that the proposed affordable housing development will be sited on the remaining undeveloped areas on the site with the SHARE Center, and further desire that a portion of the property adjacent to the East Laurel Drive pedestrian improvements shall be reserved for potential future recreational uses to the extent feasible without compromising the viability of the affordable housing development, and delineated in Exhibit A; and
- K. WHEREAS, the City and County desire to extend the MOU and continue coordination of operations for the SHARE Center, facilitate the closure of the Warming Shelter and transition occupants to the SHARE Center, and develop affordable housing with a focus on families on the Property.

NOW, THEREFORE BE IT RESOLVED, the purpose of this Agreement is to identify roles and responsibilities between the City and the County for administration of operating the SHARE Center and developing affordable housing with a focus on families ("Housing") on the Property. The cost for the operator of the SHARE Center and related services and development of the Housing not covered by federal or state grants or other private funding will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

ARTICLE 1. ROLES AND RESPONSIBILITIES

The City and County agree to the following terms and conditions, in order to coordinate their staff to effectively operate the SHARE Center and expedite development of Housing at the Property by conducting an RFP process for the selection of, and negotiation of agreements with, a future developer. The cost for SHARE Center operations and housing not covered by federal and state grants or other private funding will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

Section 1.1 Roles and Responsibilities.

A. County:

- a. Subject to funding, the County shall be the Lead Agency in conducting an environmental review of the Property for Housing and the City shall be the Responsible Agency;
- b. County shall maintain ownership of the Property;
- c. Any future conveyance of the Property must be authorized by the County;
- d. County shall devote personnel and other resources as may be reasonably required during the RFP process for selection of a future Housing Developer

for the Property and final approval of the RFP.

B. City of Salinas

- a. Subject to funding, the City shall provide staff resources to assist and expedite permitting of facilities at the Property;
- b. Subject to funding, the City shall provide staff resources and shall act as the lead project manager and facilitator during the RFP process for the selection of Housing Developer for the Property;
- c. City shall devote personnel and other resources as may be reasonably required;
 1. City will draft an RFP for the Housing Developer for the Property subject to County approval;
 2. City will manage the RFP process;
 3. City will publish and distribute the RFP for Housing Developer for the Property;
 4. City will receive RFP bids and determine adequacy and completeness of RFP process;
 5. City will document and maintain records associated with the RFP process;
 6. City will work collaboratively with County to respond to any RFP questions, comments or appeals.

C. City and County

- a. City and County shall each designate staff who shall regularly meet and coordinate in identifying and applying for funding for SHARE Center Operations, Housing development, and the closure of the Warming Shelter and jointly oversee implementation of the MOU.
- b. City and County will work collaboratively to rate and rank RFPs submitted;
- c. City and County shall ensure that all RFPs are reviewed in a fair and open process. The selection process will be outlined in detail in the RFP and will include input by County;
- d. City and County will make a recommendation for the selection of a Housing Developer to be forwarded to BOS and Council for final approval;
- e. A final distribution of related costs will be determined at a later date based on federal and state grants and other private funding available for the SHARE Center and Housing;
- f. Property and environmental records, reports and studies shall be shared between the County and City as they become available;
- g. Project goals will be jointly determined by the City and the County;

- h. A community engagement strategy will be determined by the City with concurrence from the County;
- i. City and County staff will continue to work together in drafting contracts for ongoing operations of the SHARE Center;
- j. After the approval of the selected developer for Housing by the BOS and Council, the City shall take the lead, but continue to work with County, as owner of the Property, in negotiating and drafting an Exclusive Negotiating Agreement ("ENA") and Ground Lease ("Ground Lease");
- k. The ENA and Ground Lease must be approved by the BOS prior to entry into those agreements with the selected developer; and
- l. The City and County will work together through the Lead Me Home Leadership Council in discussions on SHARE Center, Housing, and federal and state funding, and establishment of a multi-jurisdictional, philanthropic effort to implement the MOU and initiate similar efforts throughout Monterey County.

Section 1.2 Right of Entry.

The City and its consultants shall have full rights to enter upon the identified property during normal business hours to conduct inspections and investigations in accordance with this Agreement. In connection with such entry and investigation, the City shall:

- a. repair and restore any damage it may cause;
- b. indemnify, defend and hold the County and the BOS, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs), with the exception of any injury or death to City staff or its consultants which may proximately arise out of the County's or its consultants' entry upon the Property or the investigation(s) and test(s) which the City may conduct; arising out of the negligent or intentional acts of the County or dangerous conditions on the Property for which the County should know or have known to exist, provided, however, that this indemnity shall not apply to matters arising from the results of the City's investigations, tests and inspections (e.g., this indemnity shall not apply to any diminution in value or remediation costs incurred by the City if the County's investigations were to discover an environmental condition that required remediation).

ARTICLE 2. GENERAL CONDITIONS

Section 2.1 General Compliance.

City and County agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental reviews and/or CEQA/NEPA analysis. Documentation of such compliance shall be made available for review by the City and County upon request.

Section 2.2 Administrative Amendments.

This MOU may be amended by a written administrative amendment executed by the City Manager on behalf of the City and, County Administrative Officer or Assistant County Administrative Officer on behalf of the County, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this Agreement.

Section 2.3 Term.

The term of this Agreement (the "Term") shall start as of the Effective Date and shall terminate when the Ground Lease is entered into between the County and a selected developer or when the Projects are deemed by the County and the City to be complete unless extended by a written amendment approved by the Council and BOS.

Section 2.4 Termination.

This Agreement may be terminated by either the City and County upon a written notice given thirty (30) days in advance.

Section 2.5 Warming Shelter.

- a. During the Term of this MOU, the City and County will continue to work together on overseeing operations at the Warming Shelter, located at 111 West Alisal Street, Salinas, California until the SHARE Center is fully operational (open for business and transition of shelter occupants completed).
- b. The parties agree to coordinate on the closure and demolition of the Warming Shelter.

ARTICLE 3. ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping.

- a. Records to be Maintained. The City and County shall maintain all records and such records shall include but not be limited to:
 - (i) Records providing a full description of each activity undertaken;
 - (ii) Records required to document the solicitation and selection of a developer and operator.
 - (iii) Records required by funding agencies related to implementation of the MOU.
- b. Retention. The City and County shall retain all records pertinent to services performed and expenditures incurred under this Agreement for a period of one (1) year after the termination of all activities under this Agreement.
- c. Property Records. The County shall supply the City with any Property related documents for City review.

ARTICLE 4. PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct.

- a. Assignability. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party, at its sole discretion.
- b. Hatch Act. The City and County agree that under this Agreement, no funds shall be provided or personnel employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. 15.
- c. Conflict of Interest. The City and County each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and each covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The City and County each further agrees that in the performance of this Agreement that no person having such a financial interest shall be employed or retained by the City and County. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City and County, or of any designated public agencies or entities.

ARTICLE 5. ENVIRONMENTAL CONDITIONS

Section 5.1 Environmental Responsibilities Generally.

The County (Lead Agency), with the City's (Responsible Agency) oversight, will carry out the Phase I and Phase II (if needed) environmental assessments of the Property in compliance with all federal and State laws and regulations, including any necessary environmental reviews and/or CEQA/NEPA analysis not otherwise specifically set forth below.

Section 5.2 Applicable Laws and Regulations.

The County and City agree to comply with the following laws and regulations insofar as they apply to the performance of this Agreement:

- a. Clean Air Act, 42 U.S.C. 7401 through 7414
- b. Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and seq.).
- c. Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the

terms of this Agreement, as it may apply to the provisions of this Agreement.

- d. Environmental Protection Agency Lead-Based Paint Regulations.
- e. Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6. OTHER PROVISIONS

Section 6.1 Entire Agreement.

This Agreement contains all the terms and conditions agreed upon by the parties.

No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Section 6.2 Notices.

Formal notices, demands and communications (other than day to day routine communications) between the City and the County shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

CITY:

City of Salinas
Attn: Megan Hunter
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901
Email: meganh@ci.salinas.ca.us

With a copy to: City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
Email: chrisc@ci.salinas.ca.us

COUNTY:

County of Monterey
Attn: Nick Chiulos, Assistant County Administrative Officer
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901
Email: chiulosn@co.monterey.ca.us

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations.

Should federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability.

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no-way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries.

There are no intended third-party beneficiaries to this Agreement.

Section 6.7 Amendments.

This MOU may not be modified, supplemented, or amended unless in writing by the parties. Any modification, supplementation, amendment, or waiver must be signed by both parties.

Section 6.8 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each party's obligations under this MOU. The City and County will keep track of any costs and may consider these costs a "contribution" to the construction and operation of the Property.

Section 6.9 No Commissions.

Each party represents to the other that it has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Property or in connection with any matters relating to this Agreement, and agrees to hold the other party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.10 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to choice-of-law principles, and venue for any action

under this Agreement shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.11 Counterparts.

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 6.12 Non-Recourse Agreement.

No member, official, employee, agent, or consultant of any party to this MOU shall be personally liable to any other party, or any successor in interest or person claiming by, through or under any party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.13 Actions by the City and County.

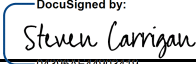
Whenever this MOU calls for or permits the approval, consent, authorization or waiver of the City or County, the approval, consent, authorization, or waiver of the City Manager of the City, or the Assistant County Administrative Officer of the County, shall constitute the approval, consent, authorization or waiver of the City/County without further action of the City Council or Board of Supervisors, including amendments to the MOU, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this MOU.

SIGNATURES ON FOLLOWING PAGE

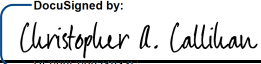
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date.

CITY:

CITY OF SALINAS, a municipal corporation

By: 
Steven S. Carrigan, City Manager

APPROVED AS TO FORM:

By: 
Christopher A. Callihan, Esq. City Attorney

COUNTY:

By: 
Nicholas Chiulos, Assistant County Administrative Officer

APPROVED AS TO FORM:

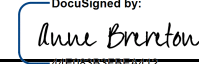
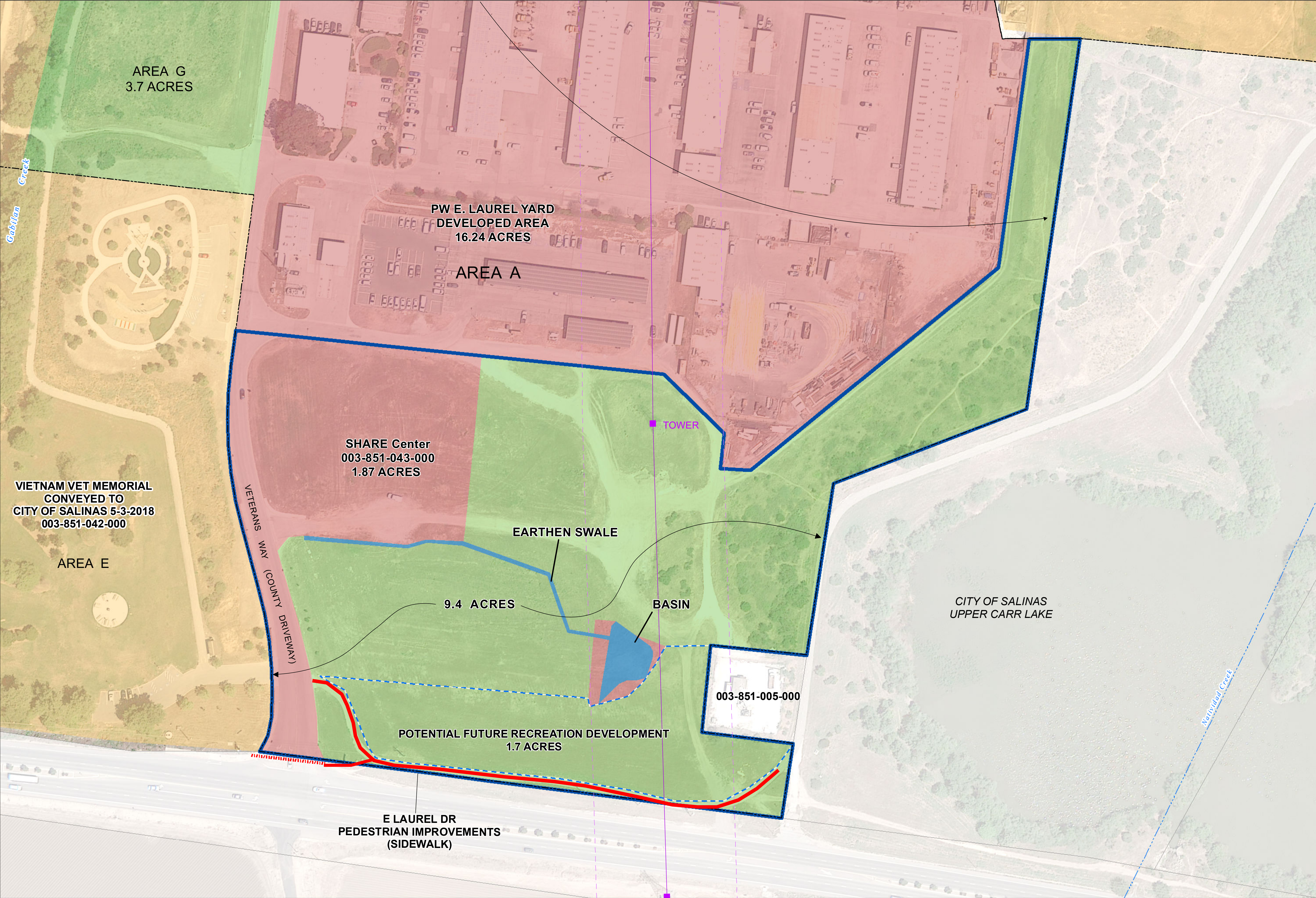
By: 
Anne K. Brereton, Deputy County Counsel

EXHIBIT A

MONTEREY COUNTY OWNED PROPERTY
IN VICINITY OF 855 E LAUREL DR, SALINAS CA



LEGEND

- County Property Boundary
- Developed County Property
- Undeveloped/Vacant County Property
- Land leased/sold to City of Salinas
- Area subject to MOU
- Assessor's Tax Parcel

*SOURCE: MONTEREY COUNTY PW- REAL PROPERTY & FACILITIES.
NOTE: COUNTY-OWNED PROPERTY WITHIN CITY OF SALINAS LIMITS.

VIETNAM VET MEMORIAL
CONVEYED TO
CITY OF SALINAS 5-3-2018
003-851-042-000

PW E. LAUREL YARD
DEVELOPED AREA
16.24 ACRES

AREA A

SHARE Center
003-851-043-000
1.87 ACRES

TOWER

EARTHEN SWALE

BASIN

9.4 ACRES

CITY OF SALINAS
UPPER CARR LAKE

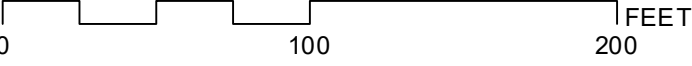
003-851-005-000

POTENTIAL FUTURE RECREATION DEVELOPMENT
1.7 ACRES

E LAUREL DR
PEDESTRIAN IMPROVEMENTS
(SIDEWALK)



1 INCH EQUALS 63 FEET



COORDINATE SYSTEM:
NAD 1983 STATEPLANE CALIFORNIA IV FIPS 0404 FEET
BASEMAP: GOOGLE ORTHOIMAGERY 6IN 2015



COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS DEPARTMENT
MAP PREPARED: 6/10/2021

***Before the Board of Supervisors
County of Monterey, State of California***

Resolution No.: 22-_____

Resolution of the Monterey County Board of)
Supervisors to find that County owned property)
located at 855 East Laurel Drive, Salinas,)
California 93906, also referred to as Assessor's)
Parcel Number 003-851-043-000 to be leased is)
exempt surplus land under the Surplus Land Act)
pursuant to Government Code Section)
54221(f)(1)(F)(i))

WHEREAS, on June 22, 2021, the County of Monterey (hereafter "County") and the City of Salinas (hereafter "City") entered into a Memorandum of Understanding regarding the Development of Affordable Housing (hereafter "MOU"), for the County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 (hereafter "the Property");

WHEREAS, the purpose of the MOU is to identify roles and responsibilities between the County and City for developing affordable housing with a focus on families on the Property, and the County, in partnership with the City, is proposing to build a One Hundred Percent (100%) affordable multi-family housing development project (hereafter, "the Project") on the Property which shall be geared towards very low- and low-income families with a minimum of fifty (50) rental units;

WHEREAS, on May 6, 2022, the County in partnership with the City, released a Request for Qualifications for the Design and Development of a One Hundred Percent (100%) Affordable Multifamily Rental Housing Development (hereafter "RFQ"), to identify a highly qualified developer to design and develop the Project that provides the maximum number of affordable housing units feasible;

WHEREAS, the selected developer shall enter into an Affordable Housing Lease Agreement (hereafter, "the Agreement") between the County and City for a minimum of fifty-five (55) years and the Agreement shall include a fifty-five (55) year term, which shall include terms regarding the developers on-site professional management and maintenance responsibilities, among other provisions to implement the affordable multi-family housing development project;

WHEREAS, as the property owner, the County is required to comply with the Surplus Land Act and any associated requirements and restrictions on the Project, which will be stated in the Agreement, and which qualify the property to be declared exempt surplus land pursuant to California Government Code Section 54221(f)(1)(F)(i) because the project shall restrict One Hundred Percent (100%) of the residential units to persons and families of low or moderate income, with at least Seventy Five Percent (75%) of the residential units restricted to lower income households, as defined in California Health and Safety Code Section 50079.5, with an affordable sales price or an affordable rent, as defined in California Health and Safety Code (HSC) Section 50052.5 or HSC Section 50053, for a minimum of fifty five (55) years for rental housing and forty-five (45) years for ownership housing, and in no event shall the maximum affordable sales price or rent level be higher than Twenty Percent (20%) below the median market rents or sales prices for

the neighborhood in which the site is located and the lease opportunity has been put out to open competitive bid; and

WHEREAS, to comply with Government Code Section 54221(f)(1)(F)(i) and provide notice of the proposed Project, the County issued an RFQ for the proposed Project and invited all entities identified in Government Code Section 54222(a) to participate in the competitive bid process.

NOW THEREFORE BE IT RESOLVED THAT the Monterey County Board of Supervisors does hereby find that County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 to be leased is exempt surplus land under the Surplus Land Act pursuant to Government Code Section 54221(f)(1)(F)(i).

PASSED AND ADOPTED this ____ day of _____ 2022, by roll call vote:

AYES: Supervisors

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book_ for the meeting on _____, 2022.

Dated: _____, 2022

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

By _____
Deputy



Monterey County

Item No.52

Board Report

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

Legistar File Number: 22-833

September 13, 2022

Introduced: 9/1/2022

Current Status: Public Works, Facilities &
Parks - Consent

Version: 1

Matter Type: General Agenda Item

- a. Approve the proposed project list to submit to the California Department of Transportation (Caltrans) as candidate projects for Cycle 11 Highway Safety Improvement Program (HSIP); and
- b. Authorize the Director of Public Works, Facilities & Parks (PWFP), or designee, to act as the agent for the County in processing all documentation to secure these funds; and
- c. Direct PWFP to return to the Board for approval prior to acceptance of any grant award(s).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve the proposed project list to submit to the California Department of Transportation (Caltrans) as candidate projects for Cycle 11 Highway Safety Improvement Program (HSIP); and
- b. Authorize the Director of Public Works, Facilities & Parks (PWFP), or designee, to act as the agent for the County in processing all documentation to secure these funds; and
- c. Direct PWFP to return to the Board for approval prior to acceptance of any grant award(s).

SUMMARYDISCUSSION:

The Highway Safety Improvement Project (HSIP) was created by the Fixing America's Surface Transportation (FAST) Act and signed into law on December 4, 2015. Recently, the Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL), was signed into law by President Biden on November 15, 2021. Under IIJA, the HSIP, codified as Section 148 of Title 23, United States Code (23 U.S.C §148), is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The Division of Local Assistance (DLA) manages California's local agency share of HSIP funds. California's Local HSIP focuses on infrastructure projects with nationally recognized crash reduction factors (CRFs). Eligible local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means

PWFP has partnered with Harris & Associates engineering consultants to develop the HSIP grant applications. The County has identified the following project areas as top safety priority in the Transportation Agency for Monterey County's (TAMC) G12 Corridor Study due to the high number of collisions and increasing traffic in the area:

Project Area #1 is a 0.75-mile-long segment of the G12 corridor, extending between US 101 and

Castroville Boulevard. This project consists of adding acceleration and deceleration lanes, the addition of a northbound lane, and bike lane and pedestrian facilities. These countermeasures will help mitigate unsafe speeds, passing or turning to/from corridor, roadway departures (head-on, run-off road, sideswipe, hit object, overturned), and bicycle and pedestrian collisions. These improvements are proven countermeasures to mitigate the types of collisions seen along this segment of G12, addressing the circulation needs of cars, pedestrians, and cyclists.

Project Area #2 is a 1.06-mile-long segment of the G12 corridor, extending between Ponderosa Lane to Strawberry Road. This project consists of installing a two-way left turn lane throughout the project area, the addition of a roundabout at Strawberry Road, and the conversion of the two intersections at Garlen Lane and Echo Valley Road into a single roundabout. These countermeasures will help mitigate unsafe speeds, passing or turning to/from corridor, roadway departures (head-on, run-off road, sideswipe, hit object, overturned), and lighting. These improvements are proven countermeasures to mitigate the types of collisions seen along this segment of G12, addressing the circulation needs of cars, pedestrians, and cyclists.

Project Area #5 is a 1.55-mile-long segment of the G12 corridor consisting of three non-signalized intersections at the junction of Salinas Road, Elkhorn Road, and Werner Road. This project consists of converting three existing intersections at the junction of Salinas Road, Werner Road, and Elkhorn Road into a single roundabout. This countermeasure will help mitigate unsafe speeds, passing or turning to/from corridor, roadway departures (head-on, run-off road, sideswipe, hit object, overturned), lighting, and bicycle and pedestrian collisions. This improvement is a proven countermeasure to mitigate the types of collisions seen along this segment of G12, addressing the circulation needs of cars, pedestrians, and cyclists.

Project area at Carmel Valley Road and Laureles Grade involves the construction of a roundabout to replace the existing one-way, stop-controlled “T” intersection. The project would include widening of Laureles Grade and Carmel Valley Road at the east and northwest corners of the existing intersection, within existing right-of-way; however, the project would not add lanes or increase capacity of the intersection. The project would improve vehicle safety and access at the intersection. This countermeasure will help mitigate unsafe speeds, passing or turning to/from corridor, roadway departures (head-on, run-off road, sideswipe, hit-object, overturned), lighting, and bicycle and pedestrian collisions. This improvement is a proven countermeasure to mitigate the types of collisions seen along this segment of G16 (Carmel Valley Road), addressing the circulation needs of cars, pedestrians, and cyclists. Initial design and environmental permitting is already in progress, thus the application would seek funding for construction.

OTHER AGENCY INVOLVEMENT:

PWFP coordinated with the Transportation Agency of Monterey County (TAMC) G12: Corridor Study, Harris & Associates engineering consultants, and the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) to develop the grant applications.

FINANCING:

Should a grant application be awarded by the State and it requires a local match, staff will bring the subject item back to the Board to discuss options at that time. However, these applications for HSIP

grant funding are expecting 100% project costs to be covered by the HSIP grant program.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Administration, Infrastructure, and Public Safety by proactively seeking grant funding to enhance the County's ability to facilitate infrastructure projects and offer improved facilities and safe public recreation experiences to the community.

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

Prepared by: Fabian Hernandez, Assistant Engineer, (831) 755-8908

Reviewed by: Chad Alinio, PE, Senior Civil Engineer

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 - HSIP Cycle 11 Proposed Project Maps



Monterey County

Item No.37

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Board of Supervisors
Chambers
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FINANCING:

Legistar File Number: 22-833

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

Prepared by: Fabian Hernandez, Assistant Engineer, (831) 755-8908

Reviewed by: Chad Alinio, PE, Senior Civil Engineer

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DS
RI

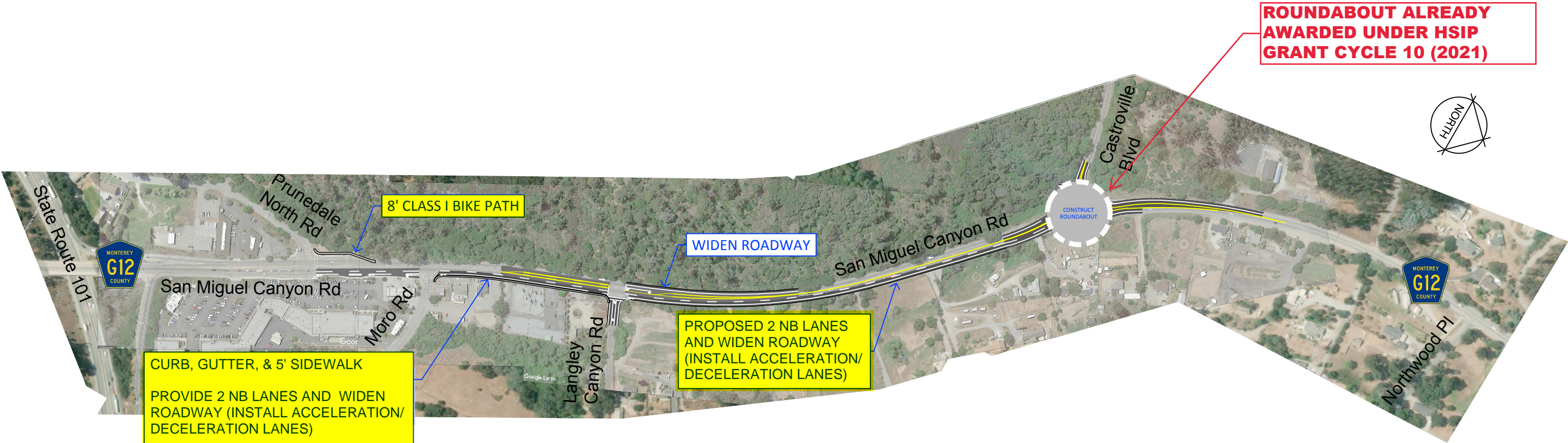
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Attachment A - HSIP Cycle 11 Proposed Project Maps

Attachment A

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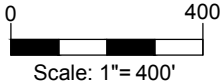
PROJECT AREA 1 - PROPOSED ROAD IMPROVEMENT



Prepared for:



G12 CORRIDOR IMPROVEMENTS
SAN MIGUEL CANYON RD
(STATE ROUTE 101 to CASTROVILLE BLVD)



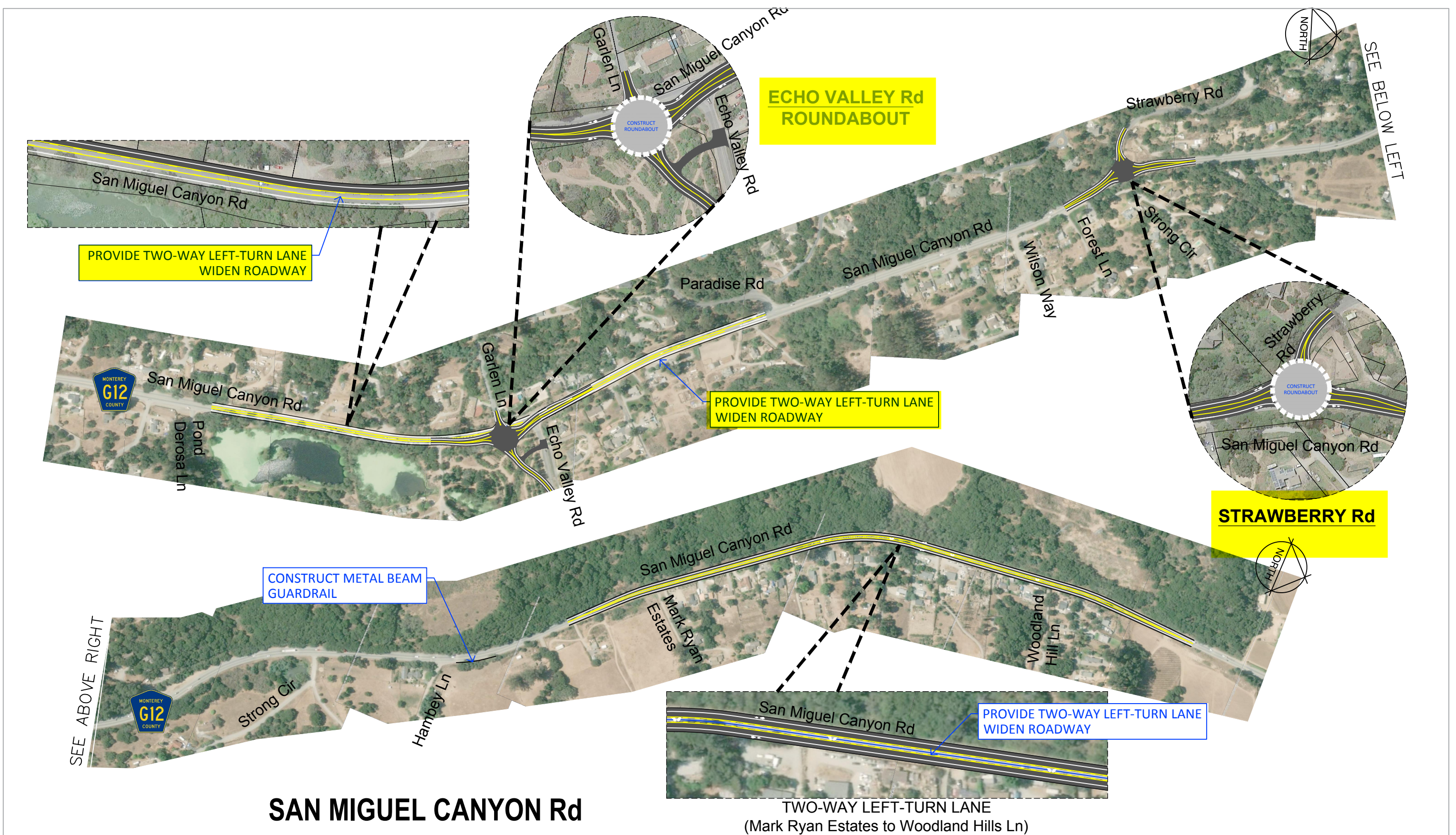
Transportation Agency of Monterey County
G12 Corridor: Pajaro to Prunedale Corridor Study

PROJECT AREA #1

Project No. 11152201
Report No. -
Date 03/27/2019

Figure 2.4

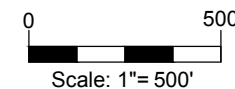
****NOTE:** The County has plans for making improvements along the length of the G12 corridor; however, only the improvements highlighted in yellow are included in this application for HSIP funding.



Prepared for:



G12 CORRIDOR IMPROVEMENTS
SAN MIGUEL CANYON RD
(POND DEROSA LN TO WOODLAND HILL LN)



Transportation Agency of Monterey County
G12 Corridor: Pajaro to Prunedale Corridor Study

PROJECT AREA #2

Project No. **11152201**
Report No. **-**
Date **03/27/2019**

Figure 3.4

Filename: K:\PRJ\2453\2453EX018.dwg Plot Date: 4 June 2019 - 12:04 PM

File name: K:\PRJ\2453\2453EX018.dwg Plot Date: 4 June 2019 - 12:04 PM

****NOTE:** The County has previously made improvements along the length of G12 corridor, including the two-way left-turn lane from Mark Ryan Estates to Woodland Hill Lane, and has plans for making additional future improvements. However, only the improvements highlighted in yellow are included in this application for HSIP funding.

PROJECT AREA 5 - PROPOSED ROAD IMPROVEMENT



Prepared for:
TAMC
TRANSPORTATION AGENCY
FOR MONTEREY COUNTY



G12 CORRIDOR IMPROVEMENTS
SALINAS RD, WERNER RD and ELKHORN RD
(STATE ROUTE 1 TO ELKHORN RD/SALINAS RD)

0 600
Scale: 1"= 600'



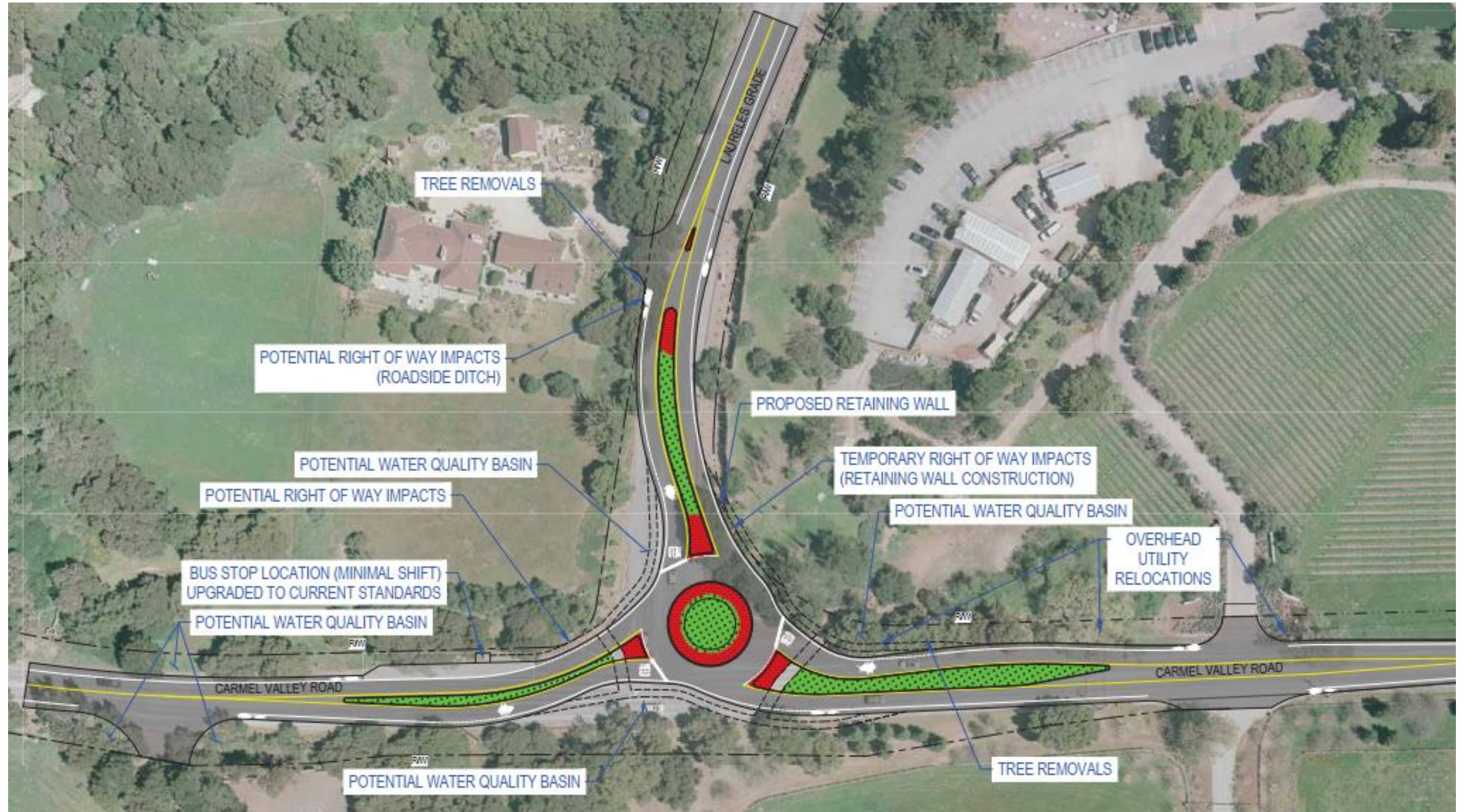
Transportation Agency of Monterey County
G12 Corridor: Pajaro to Prunedale Corridor Study
PROJECT AREA #5

Project No. 11152201
Report No. -
Date 03/27/2019

Figure 6.4

****NOTE:** The County had prepared multiple alternatives for improvements and has plans for making additional future improvements along the length of the G12 corridor; however, only the alternatives and improvements highlighted in yellow are included in this application for HSIP funding.

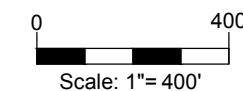
LAURELESS GRADE PROJECT AREA - PROPOSED ROAD IMPROVEMENT



Prepared for:



G16 CORRIDOR IMPROVEMENTS LAURELES GRADE ROUNDABOUT



Transportation Agency of Monterey County
G12 Corridor: Pajaro to Prunedale Corridor Study
**LAURELESS PROJECT
AREA**

Project No. 11152201
Report No. -
Date 03/27/2019

Figure 7.2