

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:

Alta Planning + Design, 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:

Technical Assistance Project Support to include but not limited to: Strategic Planning Process & Support, Graphic Design & Layout services for designated projects, and Facilitation services for designated programs and initiatives as identified and authorized by the various Health Bureaus.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:
\$ 325,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2029, 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: Billing Rates

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.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

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.

Contractor
BT

County

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 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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:

- 10.01 **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.
- 10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

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), 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:**

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, 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.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

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:

Name and Title: Vicente Lara, Public Health Program Manager II
Address: 1270 Natividad Rd., Salinas, Ca. 93906
Phone: 831.755.4390

FOR CONTRACTOR:

Name and Title: Brett Hondorp
Address: 101 SW Main Street, Portland, OR 97204
Phone: 503-230-9862

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.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in 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: Chief Contracts & Procurement Officer

Date:

By: Department Head (if applicable)

Date:

Approved as to Form

Office of the County Counsel Susan K. Blich, County Counsel

By: Stacy Saetta, County Counsel, Chief Deputy County Counsel

Date: 5/1/2026 | 11:23 AM PDT

Approved as to Fiscal Provisions

By: Patricia Ruiz, Auditor/Controller, Auditor Controller Analyst I

Date: 5/1/2026 | 2:20 PM PDT

Approved as to Liability Provisions Office of the County Counsel-

Risk Management

By: David Bolton, Risk Manager

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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subs. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

1Approval by the Office of the County Counsel is required.

2Approval by Auditor-Controller is required.

3Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

CONTRACTOR

Alta Planning + Design, Inc.

Contractor/Business Name*

By: Brett Hondorp (Signature of Chair, President, or Vice-President)

Brett Hondorp CEO

Name and Title

Date: 4/30/2026 | 12:42 PM PDT

By: Katie Mangle (Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Katie Mangle Vice President, as duly authorized

Name and Title

Date: 4/29/2026 | 2:11 PM PDT

ADDENDUM NO. 1

**TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND ALTA PLANNING + DESIGN, INC.**

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 **ALTA PLANNING + DESIGN, INC.** (“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 9.0 INSURANCE REQUIREMENTS, Section 9.01 Evidence of Coverage, of the Agreement shall be amended by replacing the phrase “Prior to” with “Upon”.**

“9.01 Evidence of Coverage: Upon 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.”

******* SIGNATURE PAGE TO FOLLOW *******

Alta Planning + Design, Inc.
Term: 7/1/2026 – 6/30/2026
\$325,000

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Alta Planning + Design, Inc.

Approved:

Signed by:

By: Brett Hondorp
(Signature of Chair, President, or Vice-President)

Brett Hondorp CEO
Name and Title

Date: 4/30/2026 | 12:42 PM PDT

Approved:

Signed by:

By: Katie Mangle
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Katie Mangle Vice President, as duly authorized
Name and Title

Date: 4/29/2026 | 2:11 PM PDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:

By: Stacy Saetta Stacy Saetta
County Counsel

Chief Deputy County Counsel
Date: 5/1/2026 | 11:23 AM PDT

Approved:

DocuSigned by:

By: Patricia Ruiz Patricia Ruiz
Auditor/Controller

Date: 5/1/2026 | 2:20 PM PDT

Approved:

By: _____

David Bolton, Risk Manager

Date: _____

Approved:

By: _____

County Purchasing Agent

Date: _____

Alta Planning + Design, Inc.
Term: 7/1/2026 – 6/30/2026
\$325,000

EXHIBIT A

**To Agreement by and between
County of Monterey Health Department (“COUNTY”)
AND
Alta Planning + Design, Inc. (“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:

Technical Assistance Project Support to include but not limited to:

1. **County Plans and Support:** CONTRACTOR shall conduct a data-gathering process to inform the development or updates of various County of Monterey Health Department plans including, but not limited to, overall Health Department Strategic Plan, bureau-specific strategic plans, and Community Health Improvement Plan (“Plans”). Services may include but not limited to:
 - a. Engagement with and support of various Health Department Bureaus, as needed and approved by COUNTY, to ensure bureau-specific priorities, data, and strategic objectives are appropriately incorporated into Plans.
 - b. Environmental scan and summarization of key takeaways from various relevant documents.
 - c. Additional specialty services as provided by CONTRACTOR.
 - d. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY Department’s/Bureau’s planning teams, to draft or update Plans’ Goals, to include but not limited to:
 - i. Meeting agendas and notes for each meeting with planning teams.
 - ii. Draft updated Plans with goals, strategies, and metrics, due by designated and approved COUNTY deadline.
 - iii. Final updated Plans (with goals, strategies, and metrics), due by designated and approved COUNTY deadline.

2. **Graphic Design Services:** CONTRACTOR shall provide graphic design and layout services for designated projects. Services may also include, as an optional task, drafting press release text and designing a heading graphic, as outlined in the Task Table in the applicable Section to be provided by COUNTY when the project is ready for production.
3. **Facilitation:** CONTRACTOR shall provide facilitation services for designated programs and initiatives, as identified and authorized by COUNTY, including but not limited to focus groups and stakeholder engagement sessions. Specific tasks and deliverables shall be outlined in the applicable Task Table(s), as approved by COUNTY upon commencement or production of services.

A.2

A.2.A. AI Use; Definitions, Approvals, Prohibitions, and Change Control

1. **Scope and Definition of AI:** For purposes of this Agreement, “Artificial Intelligence” or “AI” means any technology, system, model, tool, or functionality that performs tasks typically requiring human intelligence, including: machine learning; deep learning; large language models; natural language processing; speech analytics; text analytics; predictive analytics; automated decisioning; optimization algorithms; pattern recognition; statistical learning; and any AI-enabled or AI-embedded features within systems or tools used for call or task routing, summarization, transcription, quality assurance, analytics, workforce management, operational optimization, or workflow support.
2. **Prior Written Approval Required:** CONTRACTOR shall not deploy, enable, expand, modify, or otherwise utilize any AI capability, whether new, existing, or materially updated, within the Services or within CONTRACTOR’s environment supporting the Services without COUNTY’s prior written approval.
3. **Submission for Approval:** CONTRACTOR shall provide sufficient documentation, risk assessments, and descriptions of any proposed AI capability to allow COUNTY to evaluate such use, including the purpose, scope, technical design, risks, mitigations, data usage, and expected impact on the Services.
4. **Use Limitations and Prohibited Uses:** Any AI capability approved by COUNTY shall be strictly limited to assistive, non-autonomous agent support functions. CONTRACTOR is prohibited from: (a) autonomous decision making; (b) patient-facing AI; and (c) using County data for training, fine-tuning, or improving models.

5. **Change Control:** CONTRACTOR shall not introduce, remove, replace, or materially modify any systems, tools, software, automation, workflows, or analytics (including those containing or utilizing AI) used in connection with the Services without COUNTY's prior written approval. CONTRACTOR shall provide reasonable advance notice of any proposed change together with the documentation described above.

A.2.B. Use of Artificial Intelligence (AI)-Assisted Tools: Disclosure, Quality, Billing and Billing Requirements

1. **Permitted Assistive Tools (Subject to Approval Above):** The CONTRACTOR may, subject to the prior written approval requirements and limitations in the AI Use section, utilize AI-assistive tools (e.g., transcription, translation, summarization), to support performance of services under this Agreement.
2. **Disclosure of AI Use**

The CONTRACTOR shall clearly disclose when AI or AI-assisted tools are used in the preparation of deliverables, including but not limited to focus group summaries, meeting transcripts, and language translations (e.g., Spanish to English). Such disclosure shall be included with each applicable deliverable or invoice, as appropriate.
3. **Accuracy and Quality Assurance**

The CONTRACTOR remains fully responsible for the accuracy, completeness, and quality of all work products. All AI-generated or AI-assisted outputs must be reviewed, verified, and edited by the CONTRACTOR prior to submission to ensure accuracy, proper context, and professional standards.
4. **Billing Transparency and Time Reporting**

The CONTRACTOR shall bill only for actual time worked. When AI tools are used to increase efficiency, billed hours must reasonably reflect the reduced time required to complete the task. Billing for time not actually expended, including time saved through the use of AI tools, is not permitted.
5. **Detailed Invoicing Requirements**

Invoices shall include sufficient detail to demonstrate the scope of work performed, including:

 - Description of tasks completed
 - Actual hours worked per task
 - Identification of any tasks where AI tools were utilized

6. **Audit and Verification**

The COUNTY reserves the right to request supporting documentation or clarification regarding time billed, methodologies used (including AI tools), and work performed to ensure compliance with this section.

Failure to comply with these requirements may result in rejection of deliverables, withholding of payment, or other remedies as permitted under this Agreement.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$325,000** 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 as set forth in **Exhibit B – Billing Rates**.

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.

Invoices shall be submitted via email directly to the Health Bureau in which the services were performed, and each invoice must clearly indicate the specified Health Bureau.

1. ADMINISTRATION BUREAU (Admin and/or Office of Equity): hdadminfinance@countyofmonterey.gov
2. ANIMAL SERVICES: 296-financeas@countyofmonterey.gov
3. BEHAVIORAL HEALTH BUREAU: mchdbhfinance@countyofmonterey.gov
4. CLINIC SERVICES BUREAU: 413-cs_finance@countyofmonterey.gov
5. ENVIRONMENTAL HEALTH BUREAU: financeeh@co.monterey.ca.us

6. PUBLIC GUARDIAN: 416-pgfinance@countyofmonterey.gov

7. PUBLIC HEALTH BUREAU: 412-phfiscal@countyofmonterey.gov

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.

EXHIBIT B

**To Agreement by and between
County of Monterey Health Department (“COUNTY”)
AND
Alta Planning + Design, Inc. (“CONTRACTOR”)**

BILLING RATES

The labor category code numbers and corresponding rates identified in the rate schedule below are based on the level and type of support as defined and described in **Exhibit A – Scope of Services**. Contractor shall bill in accordance with the applicable labor category codes that correspond to the services performed under Exhibit A.

The rates set forth herein shall apply for the period effective July 1, 2026 through December 31, 2026. Beginning on each subsequent January 1st of the Agreement, should project work continue, rates shall be subject to an annual increase. Unless otherwise specified in writing, such increase shall not increase the total Agreement amount and shall be applied upon written notice to and acceptance by the COUNTY.

Any rate adjustments shall be documented in writing and incorporated into this Agreement through an amendment or an updated rate schedule approved by both parties.

Services not expressly identified in the Scope of Work or included in the rate schedule (“Additional Services”) may be performed only upon prior written authorization by the County.

Pricing for such Additional Services shall be proposed by CONTRACTOR in writing and shall be subject to review, negotiation, and written approval by the COUNTY before any work is performed. No compensation shall be paid for Additional Services performed without prior written approval from the COUNTY’s authorized representative.

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BILLING RATES

LABOR CATEGORY	TYPICAL CLASSIFICATIONS INCLUDED IN RATE	RATE
Labor Category 1	Executive Principal	\$400.00
Labor Category 2	Executive Principal	\$370.00
Labor Category 3	Principal, Executive Principal	\$340.00
Labor Category 4	Principal, Executive Principal	\$320.00
Labor Category 5	Sr. Associate, Principal, Executive Principal	\$300.00
Labor Category 6	Sr. Associate, Principal	\$280.00
Labor Category 7	Leader, Sr. Associate, Principal	\$260.00
Labor Category 8	Associate II, Sr. Associate, Director, Principal	\$240.00
Labor Category 9	Associate I, Associate II, Sr. Associate	\$230.00
Labor Category 10	Level III, Associate I, Associate II, Sr. Associate	\$220.00
Labor Category 11	Level III, Associate I, Associate II	\$200.00
Labor Category 12	Level III, Associate I, Associate II	\$180.00
Labor Category 13	Level II, Level III, Associate I	\$160.00
Labor Category 14	Level I, Level II, Level III	\$150.00
Labor Category 15	Level I, Level II, Level III	\$140.00
Labor Category 16	Level I, Level II	\$130.00
Labor Category 17	Administration/Specialist	\$125.00
Labor Category 18	Intern/Specialist	\$110.00
Additional Services	Additional Services (not included in scope; subject to prior COUNTY approval)	As approved by COUNTY